

## APPENDIX I: ENDORSEMENTS

### Inclusion of Covers Endorsements (Additional Covers)

It is hereby agreed that any and all endorsements issued with this Policy or endorsed thereon in shall be expressly subject to the terms and conditions and exclusions of this Policy, except to the extent expressly varied by the endorsement and shall become applicable only upon endorsement and after Our receipt of requisite additional premium. All other Policy terms, conditions and exclusions shall remain unchanged.

### E1 Inclusion of Additional Critical Illness – Category B

In addition to the critical illnesses mentioned under Section 1 (Critical Illness) of this policy, referred as Category A, following listed additional critical illnesses are also covered under this policy. The list of such additional critical illnesses is:

Sl.No	Additional Critical Illness
Category B	
C10	Blindness
C11	Third Degree Burns
C12	Creutzfeldt Jakob Disease
C13	Primary Pulmonary Hypertension
C14	Motor Neuron Disease with permanent symptoms
C15	Progressive Scleroderma

For the purpose of this endorsement, each of the additional critical illnesses is defined as:

#### C10 Blindness

- I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- II. The Blindness is evidenced by:
  - i. corrected visual acuity being 3/60 or less in both eyes or ;
  - ii. the field of vision being less than 10 degrees in both eyes.
- III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

#### C11 Third Degree Burns

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

#### C12 Creutzfeldt-Jakob disease

A Diagnosis of Creutzfeldt-Jakob disease must be made by a Specialist Medical Practitioner (Neurologist). There must be permanent clinical loss of the ability in mental and social functioning for a minimum period of 30 days to the extent that permanent supervision or assistance by a third party is required. Social functioning is defined as the ability of the individual to interact in the normal or usual way in society. Mental functioning would mean functions /processes such as perception, introspection, belief, imagination reasoning which we can do with our minds.

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### **C13 Primary (Idiopathic) Pulmonary Hypertension**

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II. The NYHA Classification of Cardiac Impairment are as follows:
  - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

### **C14 Motor Neuron Disease with Permanent Symptoms**

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

### **C15 Progressive Scleroderma**

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following conditions are excluded:

- a. Localised scleroderma (linear scleroderma or morphea);
- b. Eosinophilic fasciitis; and
- c. CREST syndrome.

### **E2 Inclusion of Additional Critical Illness – Category C**

In addition to the critical illnesses mentioned under Section 1 (Critical Illness) of this policy, referred as Category A, following listed additional critical illnesses are also covered under this policy. The list of such additional critical illnesses is:

Category C (CI listed under Category B and)	
C16	End Stage Lung Failure
C17	End stage Liver Failure
C18	Benign Brain Tumor
C19	Aorta Graft Surgery

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C20	Fulminant Hepatitis
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### **C16 End Stage Lung Failure**

I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- a. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- b. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- c. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less ( $PaO_2 < 55\text{mmHg}$ ); and
- d. Dyspnea at rest.

### **C17 End Stage Liver Failure**

- I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
  - a. Permanent jaundice; and
  - b. Ascites; and
  - c. Hepatic encephalopathy.
- II. Liver failure secondary to drug or alcohol abuse is excluded.

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### **C18 Benign Brain Tumor**

- I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
  - a. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
  - b. Undergone surgical resection or radiation therapy to treat the brain tumor.
- III. The following conditions are **excluded**:  
Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

### **C19 Aorta Graft Surgery**

**SURGERY TO AORTA:** The actual undergoing of major surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra arterial techniques are excluded. Angioplasty and all other intra arterial, catheter based techniques, "keyhole" or laser procedures are excluded.

### **C20 Fulminant Hepatitis**

A sub-massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- a. Rapid decreasing of liver size;
- b. Necrosis involving entire lobules, leaving only a collapsed reticular framework
- c. Rapid deterioration of liver function tests;
- d. Deepening jaundice; and
- e. Hepatic encephalopathy

### **E3 Inclusion of Additional Covers under Personal Accident Section (Section 2)**

In addition to the covers mentioned under Personal Accident section of this policy, following additional covers would be included under this policy:

### **P4 Accidental Dismemberment and Paralysis**

We will pay a specified percentage of the Accidental Dismemberment Sum Insured 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 within 365 Days from the date of the Accident which caused Injury.

We will pay, provided such disability has continued for a period of 365 consecutive days and is total, continuous and permanent at the end of this period, as the result of the same Accident. This waiting period of 365 days is not applicable for severance or amputation cases.

In the event, if more than one loss results from any one Accident, the highest would be paid.

### **Table of Losses (Table A)**

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Nature of Loss	% of Accidental Death Sum
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%
Quadriplegia (paralysis of all four limbs)	100%
Paraplegia (paralysis of lower half of the body with involvement of both lower limbs)	50%
Hemiplegia (paralysis of one side of the body including one upper & one lower limb)	50%
Uniplegia (paralysis of any one limb)	25%

**a) Special Definitions for Table A**

“Dismemberment” with regard to this policy refers to:

1. hand or foot means actual severance through or above the wrist or ankle joints respectively;
2. eye means entire and irrecoverable loss of sight;
3. thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
4. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
5. Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs. Hemiplegia means the complete and irreversible paralysis of upper and lower limbs of the same side of the body. Uniplegia means the complete and irreversible paralysis of one limb. Limb: means entire arm or leg.

**b) Geographical Jurisdiction:  
 Worldwide**

**P5 Permanent Partial Disability**

When as the result of injury occurring within 365 days from the date of the accident, You suffer permanent partial disability, We will pay a percentage of the Sum insured shown in the Policy Schedule. Such disability should have continued for a period of 365 consecutive days and is permanent at the end of this period. This period of 365 days is not applicable for severance or amputation cases.

**Table of Losses (Table B)**

Nature of loss	% of Accidental Death Sum Insured
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1. Loss of an arm above elbow joint	75%
2. Loss of an arm beneath the elbow joint	65%
3. Loss of a hand at the wrist	40%
4. Loss of four fingers and thumb of one hand	30%
5. Loss of four fingers	20%
6. Loss of Thumb	10%
7. Loss of Index Finger only	10%
8. Loss of middle finger only	5%
9. Loss of ring finger only	5%
10. Loss of little finger only	4%
11. Loss of leg above mid- thigh	50%
12. Loss of leg upto mid thigh	50%
13. Loss of a leg above mid calf	40%
14. Loss of a foot at the ankle	30%
15. Loss of all Toes	25%
16. Loss of Great Toe only	5%
17. Other than great Toe, if more than one toe lost, each	1%
18. Loss of an eye	50%
19. Loss of hearing of one ear	25%
20. Loss of hearing of both ears	50%
21. Loss of sense of smell	5%
22. Loss of sense of Taste	5%

- a. **"Loss"** means functional or actual severance of the body part.
- b. **Geographical Jurisdiction**  
 Worldwide
- c. **Limitations applicable to this section**
- i. If the Insured Person suffers more than one of the losses as a result of the same Accident, only one amount, the highest, will be paid.
  - ii. In the event where the admissible claim amount is lesser than the sum insured for that particular benefit, the policy benefits for that insured, would continue to the extent of balance sum insured under the benefit (except for losses 1 to 3 as mentioned in table B under Permanent Partial Disability).

## **P6 Accidental Medical Expenses (Medex)**

If any Insured Person suffers an Accident during the Policy Period that requires Insured Person's Hospitalization as an inpatient in a hospital as defined hereunder, then we will in addition reimburse the Medical Expenses incurred for the in-patient treatment upto the accidental medical expenses limit as

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specified in the policy schedule subject to the following conditions. The scope of the coverage is extended for outpatient treatment upto the limit mentioned in the policy schedule.

**A. Inpatient benefits**

- i. The period of hospitalization shall exceed 24 consecutive hours
- ii. Any Hospitalization arising out of an existing disability prior to the first inception of this Policy is excluded
- iii. Worldwide coverage
- iv. Expenses incurred during the period of admission only are payable

The limits for accidental Hospitalization is capped upto <<opted sum insured upto 5 Lacs>> Lacs or actual, whichever is lesser.

**B. Outpatient benefits**

- i. Any treatment arising out of an existing disability prior to the first inception of this Policy is excluded
- ii. This benefit is available to insured's only if the inpatient benefit is availed
- iii. World wide coverage

The limits for accidental outpatient benefit is capped <<upto 25%>> of the inpatient benefit or actual, whichever is lesser.

This benefit is over and above the base Sum Insured.

**Specific conditions applicable to this Section:**

**A. Subrogation**

In the event off 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 reasonable require from you in the pursuance of our Subrogation rights. We shall take no action after the loss to prejudice such rights.

**B. Contribution Clause**

- i. If at the time when any claim is made under this Policy, You have two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then You shall have the right to require a settlement of such claim in terms of any of your policies.
- ii. The insurer so chosen by You shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.
- iii. Provided further that, If the amount to be claimed under the Policy chosen by You, exceeds the Sum Insured under a single Policy after considering the deductibles or co-pay (if applicable), You shall have the right to choose the insurers by whom claim is to be settled.
- iv. The clause is applicable for claims under Accidental Medical Expenses (Medex).

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**Specific Definitions applicable to this Section (P6- Accidental Medical Expenses)**

**I. Hospital**

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

- i. has qualified nursing staff under its employment round the clock;
- ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- iii. has qualified medical practitioner(s) in charge round the clock;
- iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

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**II. Hospitalization**

Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

**III. Inpatient Care**

Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

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

**Claim documentation applicable to this section:**

The insured person has to submit the following documents for making a claim with us under this benefit:

- Duly completed claim form
- Original hospital Bills and Original Receipts
- Medical records/discharge card, if hospitalized
- Copy of medico-legal certificate, if done & applicable
- Self/Nominee attested copy of FIR, if filed / Panchnama, if conducted
- Self/Nominee attested copy of KYC documents with NEFT details of insured/nominee

**P7 Hospital Daily Cash**

If any Insured Person suffers an Accident during the Policy Period that requires the Insured Person's Hospitalization as an inpatient, then we will in addition pay a per day benefit amount of <<Rs. amount (max. Rs.5000 per day) >>. This benefit will be subject to below limits under the policy:

- i. Maximum benefit of 10 days for each hospitalization incident
- ii. Maximum benefit of 60 days per Policy year (annual). Where the policy period is more than 1 year, this benefit limit is applicable for each year. This benefit cannot be cumulated or carried forward.
- iii. This benefit would trigger only when we have admitted the claim under Accidental Medical Expenses (P6).

This benefit is over and above the base Sum Insured.

**Claim documentation applicable to this section:**

The insured person has to submit the following documents for making a claim with us under this benefit:

- Duly completed claim form
- Self/Nominee attested copy of discharge card
- Self/Nominee attested copy of lab/investigation reports

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- Self/Nominee attested copy of KYC documents with NEFT details of insured/nominee

### **P8 Coma Benefit**

If an Insured Person suffers an accident during the policy period and this is the sole and direct cause of being in a Comatose State causing permanent neurological deficit within 30 days from the date of injury, then we will pay a onetime benefit of Sum Insured upto Rs 5 Lacs, subject to the following conditions:

The state of unconsciousness should correspond to a Glasgow Coma Scale (GCS) score of 3 (No motor response, No verbal response, No eye opening).

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.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

This benefit is over and above the base Sum Insured.

### **P9 Funeral Benefits and Repatriation of Remains**

If we have accepted a claim under Accidental Death (P1) benefit of this policy, then we will in addition pay fixed amount towards funeral expenses including transporting the mortal remains of the Insured Person from the place of the Accident or the Hospital to his residence. The benefit amount payable will be Rs. 10,000.

This benefit is over and above the base Sum Insured.

### **P10 House Alteration and Vehicle Modification benefit**

If an Insured Person:

- I. suffers one of the following Injuries listed under the Permanent Total Disability (P2) or Accidental Dismemberment and Paralysis (P4) Coverage Section of the Policy is payable while this Policy is in effect; and,
- II. did not; prior to the date of the Accident causing such loss(es), require the use of a wheelchair to be ambulatory; and
- III. as a direct result of such loss(es) is now required to use a wheelchair to be ambulatory;

We will pay Covered Home Alteration and Vehicle Modification Expenses that are incurred within one year after the date of the accident causing such loss(es), up to the maximum amount stated in the Policy Schedule or actuals , whichever is lower, for all such losses caused by the same Accident.

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**Definition of Covered Home Alteration and Vehicle Modification Expenses** - means one-time expenses that:

1. are charged for:
  - I. alterations to the Insured Person's residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person; or
  - II. modifications to one motor vehicle owned or leased by the Insured Person or modifications to a motor vehicle newly purchased for the Insured Person that are necessary to make the vehicle accessible to and/or driveable by the Insured Person; and
2. do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the Insured Person's residence and the modifications to his or her motor vehicle are:

- I. made on behalf of the Insured Person;
- II. recognized by a nationally-recognized organization providing support and assistance to wheelchair users; and
- III. in compliance with any applicable laws or requirements for approval by the appropriate government authorities.

This benefit is over and above the base Sum Insured.

### **P11 Ambulance Cost**

If we have accepted any claim under this policy under sections- Accidental Death (P1), Permanent Total Disability (P2), Accidental Dismemberment and Paralysis (P4), Permanent Partial Disability (P5) or Accidental Medical Expenses (P6), if opted under the policy, then we will also reimburse for expenses incurred for transfer of the Insured Person by road from the site of accident to the nearest hospital or from one hospital to another hospital in a registered ambulance. The amount payable will be lower of Rs. 25,000 or actual expenses incurred. The limit of Rs 25,000 is an annual limit per insured person, per policy year.

This benefit is over and above the base Sum Insured.

### **P12 Air Ambulance**

If we have accepted any claim under this policy under sections Accidental Death, Permanent Total Disability, Accidental Dismemberment and Paralysis, Permanent Partial Disability or Accidental Medical Expenses, if opted under the policy, then we will also reimburse for expenses incurred for transfer of the Insured Person by an air ambulance from the site of accident to the nearest hospital or from one hospital to another hospital. The amount payable will be lower of Rs.500,000 or actual expenses incurred. The limit of Rs 500,000 is an annual limit per insured person, per policy year.

This benefit is over and above the base Sum Insured.

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### **P13 Cost of Crutches / Wheel chair**

If we have accepted a claim under Permanent Total Disability or Accidental Dismemberment and Paralysis or Permanent Partial Disability, then we will, in addition, pay the amount towards cost of crutches/wheel chair necessitated due to disability. The amount payable would be Rs. 100,000 or actual expenses incurred.

This benefit is over and above the base Sum Insured.

### **P14 Cost of Artificial Limbs**

If we have accepted a claim under Permanent Total Disability or Accidental Dismemberment and Paralysis or Permanent Partial Disability, then we will, in addition, reimburse the amount towards cost of artificial limbs necessitated due to disability. The amount payable would be Rs. 100,000 or actual expenses incurred.

This benefit is over and above the base Sum Insured.

### **E4 Inclusion of Involuntary Loss of Job Cover**

This policy is endorsed to offer Involuntary Loss of Job cover in the event of listed critical illnesses as opted under Section 1 (Critical Illness) or Section 2 (P2 – Permanent Total Disability) of this policy.

We will pay up to the specified limit as mentioned in the Policy schedule in case of Loss of Job of the Insured Person.

#### **a. Benefit Payable**

- i. The Company hereby agrees, to pay, on occurrence of Loss of Job as stated under this Section, in relation to the Insured, the EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule of this Policy) after the commencement of Loss of Job till the reinstatement of employment with the same employer or new employer subject to a maximum of Sum Insured as stated under Schedule of this Policy.
- ii. We will pay Three Equated Monthly Installments (EMI) towards the loan subject to Specific Conditions mentioned below.

#### **b. Specific Conditions applicable to this Section**

- i. You are a salaried employee.
- ii. You are a permanent employee of the organization working on a full time basis and such employment has been in force for a continuous period of 12 months,
- iii. You are paying the EMI on a Regular basis ;
- iv. Submission of Sanctioned letter and Repayment Track Record or Bank account statement reflecting EMI or Loan account Statement.

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- v. This would be a onetime payment at the end of the continuous period of unemployment of 3 months for which claim has been made and is admissible under the policy.
- vi. Upon payment of such claim under the policy, the cover for other policy sections of critical illness and personal accident would continue and sum insured for these sections would be reduced accordingly.

**c. Special Exclusions applicable to this Section**

- i. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
  - a. Self employed persons;
  - b. Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
  - c. Any voluntary unemployment;
  - d. Unemployment at the time of inception of the Policy Period
  - e. Unemployment arising out of critical illness, if opted under this policy Section 1 (Critical Illness), within the first 90 days of inception of the Policy Period.
- ii. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
- iii. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
- iv. Any unemployment due to resignation, retirement whether voluntary or otherwise
- v. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.
- vi. Second unemployment during the policy period.

**d. Definitions under this Section**

**i. Loss of Job**

For purpose of this policy coverage Loss of Job means loss of employment of the Insured person by the employer on account of any of the following reasons-

- a. Listed Critical Illness as specified on the policy schedule/certificate of insurance or
- b. Permanent Total Disability.

**ii. EMI or EMI Amount**

Means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the

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Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

**EMI of Regular Basis** For the purpose of this Policy, regular EMI payment is defined as the payment of equated monthly installment to the bank/Financial Institution by whom the loan has been availed without any defaults at the time of loss of job.

**e. Additional Documents Required - Loss of Job:**

- Copy of Appointment letter & Confirmation letter
- Copy of Resignation / termination letter stating the reason for termination.
- Copy of Appointment letter from new employer, if any
- Copy of the loan sanction letter mentioning the EMI amount & latest Repayment Track Record or Bank account statement reflecting EMI or Loan account statement
- Copy of KYC documents & cancelled cheque showing insured name with recent passport size photograph

**E5 Inclusion of Monthly EMI (Equated Monthly Installment) Benefit**

**Benefit Payable:**

- i. In the event the insured person is hospitalized due to accident during the policy period, We will pay the monthly EMI equivalent for every completed continuous 30 days of such hospitalization maximum upto 3 months.

**Specific conditions applicable to this section:**

- ii. This is onetime benefit applicable for the entire tenure of the policy and shall terminate upon payment of this benefit.
- iii. Upon payment of such claim under the policy, the cover for other policy sections of critical illness and personal accident would continue and sum insured for these sections would be reduced accordingly.

**Definition applicable to this Section:**

- **EMI or EMI Amount** means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

**E6 Cover for Home (Bharat Griha Raksha)**

You chose this **Bharat Griha Raksha** Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself and Your Home Building. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

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**Clause A. This Policy and the Insurance Contract**

**1. Your Policy:** This **Bharat Griha Raksha** Policy is a contract between You and Us as stated in the following:

- a. This Policy document,
- b. The Policy Schedule attached to this Policy document,
- c. Any Endorsement attached to and forming part of this Policy document,
- d. Any Add-on to this Policy that You may have purchased from Us,
- e. The proposals and all declarations made by You or on Your behalf.

**2. To whom this Policy is issued and what it covers:**

- a. This Policy is issued to You and covers Your Home Building as mentioned in the Policy Schedule.
- b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- c. If You have mortgaged, pledged or hypothecated Your Home Building with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.

**3. The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:

- a. Your personal details,
- b. the Policy Period,
- c. the description of Your Insured Property,
- d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
- e. the insurance covers You have purchased,
- f. the premium You have paid for these insurance covers,
- g. add-on covers opted by You,
- h. other important and relevant aspects and information.

**4. Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

<b>Word /s</b>	<b>Specific meaning</b>
<b>Bank</b>	A bank or any financial institution
<b>Carpet Area</b>	<ol style="list-style-type: none"><li>1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;</li><li>2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and</li></ol>

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	3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
<b>Cost of Construction</b>	The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows: <b>a) For residential structure of Your Home including Fittings and Fixtures:</b> Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule. <b>b) For additional structures :</b> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
<b>Insured</b>	The Person/s who has/have purchased Insurance Cover under this Policy.
<b>Insured Property</b>	Your Home Building covered by this Policy.
<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Policy period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Spouse</b>	Your wife or husband.

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<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule and as described in <b>Clause C (4)</b> and <b>Clause D (2)</b> of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
<b>We, Us, Our, Insurer</b>	The TATA AIG General Insurance Company Limited that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
<b>Your Home Building</b>	<b>Your Home Building</b> is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per <b>Clause C (2)</b> of this Policy.

**Clause B. Insured Events**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property
1.	Fire	caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, Volcanic Eruption or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6.	Subsidence of the land on which Your Home Building stands Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or

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		e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush Fire, Forest Fire, Jungle Fire	-
8.	Impact Damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strike, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11.	Acts of Terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
		a.

### Clause C: Home Building Cover

#### 1. What We cover

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Clause B of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause C (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause C (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

#### 2. Your Home Building

- a. Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- b. Your Home Building includes
  - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.

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- ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
  - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
  - b) compound walls, fences, gates, retaining walls and internal roads,
  - c) verandah or porch and the like,
  - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
  - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
- iii. any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Contents of Your Home.

### **3. Use for Residence**

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
  - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

### **4. Sum Insured**

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

### **5. What We Pay**

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.

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- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
  - c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
  - d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
  - e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
  - f. In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:
    - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
    - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
6. **Loss of Rent and Rent for Alternative Accommodation:** In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
  - b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
  - c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
  - d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
  - e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

**Clause F. Exclusions (What We do not cover) for all covers under this Policy**

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1. Your deliberate, willful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

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3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or
  - ii. an Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any reduction in market value of any Insured Property after its repair or reinstatement.
11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
12. Costs, fees or expenses for preparing any claim.

#### **Clause G: Conditions**

##### **I. Your Obligations**

#### **1. Make true and full disclosure in the proposal and related documents**

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family and Your Home Building. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, and Your Home Building .

#### **2. Obligation to take care: You must**

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- a. keep Your Home Building in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
- b. take care to prevent theft, loss or damage to Your Home Building, and
- c. ensure that unauthorized persons do not occupy Your Home Building.

**3. Inform change in circumstances:** You must inform Us immediately if

- a. You change Your address,
- b. You make any addition, alteration, extension to the structure of Your Home Building,
- c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
- d. You change the use of Your Home Building.

**4. Allow inspection and investigation of claim:** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

**5. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

**II. Renewal of Policy**

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Renewal is not automatic,** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
3. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

**III. Cancellation and Termination of Policy**

**1. Cancellation by You at any Time**

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your Notice
- b. If You cancel the policy, We will refund premium as follows:

Annual Policies

Time for which policy is in force	Refund of Premium
15 days	90% of the Annual Rate
1 month	85% of the Annual Rate
2 months	70% of the Annual Rate

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3 months	60% of the Annual Rate
4 months	50% of the Annual Rate
5 months	40% of the Annual Rate
6 months	35% of the Annual Rate
7 months	30% of the Annual Rate
8 months	25% of the Annual Rate
9 months	20% of the Annual Rate
10 months	15% of the Annual Rate
11 months	10% of the Annual Rate
Exceeding 11 Months	Nil refund

Multi-Year and Short Tenure Policies

The Company shall retain premium on pro-rata basis.

**2. Cancellation by Us:**

- a. We will not cancel the Policy during the policy period except on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- b. In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

**3. Automatic termination of the Policy**

This Policy will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.  
You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- b. **Exhaustion of Sum Insured:** If Your Home Building, destroyed or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. **Change of use of Your Home Building:** The Policy will end
  - i. if You change the use of Your Home Building from personal residence to any other purpose, or

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- d. **Sale of Your Home Building:** This Policy will end when You sell, surrender or release Your interest in Your Home Building, or Your interest in the Home building comes to an end. The Policy will end to the extent any additional structure of Your Home Building if You sell, surrender or release Your interest in such additional structure, or Your interest in these ends.
- e. **Effect of death**  
In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

#### **IV. Claims Procedure**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

##### **1. Immediate notice to Us**

- a. As soon as any physical loss or damage occurs to Your Home Building due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of Your Home Building,
  - viii. details of loss or damage under any Optional Cover or Add-ons,
  - ix. submit photographs of loss or physical damage, wherever possible.

##### **2. Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building.
- b. Until We have inspected Your Home Building, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

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**3. Immediate notice to Authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

**4. Submit Claim:**

- a. Claim form:
  - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

**5. Establish Loss:**

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
  - i. You must support Your claim for Home Building with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

**6. Fraudulent Claim**

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

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- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

#### **7. Other Insurance**

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

#### **8. Recovery action by Us**

- a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - i. without seeking Your consent,
  - ii. in Your name, and
  - iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

#### **Clause H: Changes to covers**

- a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

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### **Clause I. Waiver of Underinsurance**

Underinsurance does not apply to the **Bharat Griha Raksha** Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

### **Clause J. Other Details**

#### **1. Notices**

- a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

#### **2. Nomination for this Policy**

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: [www.tataaig.com](http://www.tataaig.com)

#### **3. Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

#### **4. Arbitration**

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### ***Agreed Bank Clause***

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

Under this Clause You agree as follows:

- i We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.

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- iv Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vi If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

**N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.**

## **Endorsement for Deletion of Covers**

### **F1 Deletion of Critical Illness Cover**

Section 1 (Critical Illness) cover stands deleted for all the insured persons in this policy. Consequent to deletion of this cover, policy exclusion conditions (1), (2), (3) and (13) of Section 4-General Exclusions stands deleted.

### **F2 Deletion of Personal Accident Cover**

Section 2 (Personal Accident) cover stands deleted for all the insured persons in this policy.

### **F3 Deletion of Education Benefit Cover**

Section 2- P3 (Education Benefit cover only) cover stands deleted for all the insured persons in this policy.

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