

TATA AIG GENERAL INSURANCE COMPANY LIMITED

Attached to and forming part of Master policy # GPA0007280 issued in favour of "Mantis Technologies Private Limited".

GROUP PERSONAL ACCIDENT

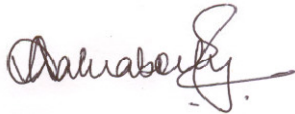
TATA AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal 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.

Authorized Signatory

For Tata AIG General Insurance Company Ltd.

A handwritten signature in dark ink, appearing to read 'Atri Chakraborty', with a stylized flourish at the end.

**Atri Chakraborty.
National Head – Operations.**

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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.

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

Airworthiness Certificate - means the standard Airworthiness Certificate issued by the aviation agency or by the governmental authority having jurisdiction over civil aviation in the country of its registry.

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

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.

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.

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

Day - means a period of 24 consecutive hours.

Deductible - means a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/ hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

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The deductible is applicable per event.

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

Eligible Children - means dependent children including adopted and step children of the Insured Person between Ages six (6) months and eighteen (18) years (twenty three (23) years if attending as a full time student in an accredited Institution of Higher Learning) who are unmarried, who permanently reside with the Insured Person and receive the majority of maintenance and support from the Insured Person.

Eligible Family - means the Insured Person and/or the Insured Person's Spouse and/or, the Insured Person's Eligible Children for which coverage is elected and premium is paid.

Gross Weekly Wage - means the Insured Person's base weekly earnings in his or her occupation at the time of the Accident causing the Injury for which benefits are claimed under this coverage, but not including, overtime, bonuses, tips, commissions, and special compensation.

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

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

IRDA – means Insurance Regulatory and Development Authority

Immediate Family Member - means an Insured Person's legal spouse; children; parents; mother-in-law; father-in-law; legal guardian, ward; step or adopted children; step-parents.

Injury - means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner / Physician

Illness - means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment.

- (a) **Acute Condition** –is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- (b) **Chronic Condition** - is defined as a disease, illness, or injury that has one or more of the following characteristics:

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- 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 <<<<upto 85>> , or eligible Spouse and/or Eligible Children detailed in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal for insurance has been received from the Policyholder and approved by Us.

Medically Necessary - means any treatment is defined as any treatment, tests, medication, or stay in *hospital* or part of a stay in *hospital* which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a *medical practitioner*;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

Parents - means a Insured Person's legal father and mother, who are between the Ages of 18 and 70 years old.

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

Physician / Medical Practitioner - means a person who holds a valid registration from the medical council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or State Government and is thereby entitled to practice medicine within its jurisdiction, and is acting within the scope and jurisdiction of his license. Medical Practitioner will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured.

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

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

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

Policyholder Aircraft - means any aircraft with a current and valid Airworthiness Certificate and owned, leased or operated by the Policyholder.

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 the Insurer.

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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.

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

Reasonable and Customary Charges - means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved .

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

Serious Injury - means Injury certified as being dangerous to life by a legally qualified Physician while the Policy is in force.

Sound Natural Teeth - means natural teeth that either are unaltered or are fully restored to their normal function and are Disease-free, have no decay and are not more susceptible to Injury than unaltered natural teeth.

Special Hospital - means a Hospital or group of Hospitals specifically named in this Policy by endorsement.

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

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.

While on the Business of the Policyholder - means while on assignment by or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder, but does not include any period of time: (1) while the Insured Person is working at his or her regular place of employment; (2) during the course of everyday travel to and from work; (3) during an authorized leave of absence or vacation.

You/Your/Yourself - means the Policy Holder and/or Insured Person(s) who is detailed in the Policy Schedule.

Part B: GENERAL EXCLUSIONS

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

1. any Pre-existing Condition, any complication arising from it or;
2. suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune-deficiency Virus (HIV) infection; or
3. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by the Policyholder, shall return the pro rata premium for any such Insured Period of service under the circumstances described in a Hazard; or

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4. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
5. participation in an actual or attempted felony, riot, crime, misdemeanor, (excluding traffic violations) or civil commotion; or
6. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Aircraft; or
7. War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
8. any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.
If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured. ;or
9. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
10. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
11. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
12. congenital anomalies or any complications or conditions arising therefrom; or
13. participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sport, any bodily contact sport or any other hazardous or potentially dangerous sport for which you are trained or untrained ;or
14. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
15. for any loss of which a contributing cause was Your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest.

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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 IV : UNIFORM PROVISIONS

1. 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.

2. CONSIDERATION: The premium payable under each Certificate of Insurance issued under this Policy is payable in installments :

- a) in the case of annually paid premium – before the beginning of each 12 monthly period when the annual premium installment is due, or
- b) in the case of monthly / quarterly / half yearly installment premiums – before the beginning of each such period when the premium installment is due.

3. EFFECTIVE DATE:

The Policy will start on the date specified on the Policy Schedule provided it is countersigned by us and the total premium has been paid by you.

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.

4. RENEWAL CONDITIONS:

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

The Policy 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 except on grounds such as misrepresentation, fraud, moral hazard or non co-operation by the Insured.

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

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

5. EXPIRATION DATE:

For Master Policy

- 1) This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the 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 non-cooperation. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled for non-cooperation of the insured or If you cancel the Policy, the premium shall be computed in accordance with Our short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium.
- 6) **POLICY INTERRUPTION:** - In case the Premium is paid in Monthly/ Quarterly/Half Yearly Installment and the payment is not made on or before the respective due date, the Insured will not be covered for the period for which he does not make the payment.>>
- 7) **TERRITORY:** This Policy applies to incidents anywhere in the world unless limited by Us through endorsement or specifically restricted in the Policy.
- 8) **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 fact or circumstance;
 - B. engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
 - C. made false statements.
- 9) **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 & EXAMINATION:** You or someone claiming on Your behalf shall provide Us with all documentation, medical records and information We may request to

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establish the circumstances of the claim, its quantum or Our liability for the claim within 30 days after the date of such loss. Such documentation will include but is not limited to the following:

- a. Our claim form, duly completed and signed for on behalf of the Insured Person.
- b. Original Bills & Receipts (Only in Reimbursement benefit) otherwise Photocopy of Bills (including but not limited to pharmacy purchase bill, consultation bill, diagnostic bill) and any attachments thereto like receipts or prescriptions in support of treatment taken
- c. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
- d. A precise diagnosis of the treatment for which a claim is made.
- e. A detailed list of the individual medical services and treatments provided and a unit price for each.
- f. Prescriptions that name the Insured Person and in the case of drugs: the drugs prescribed, their price and a receipt for payment. Prescriptions must be submitted with the corresponding Doctor's invoice.
- g. Original Death Certificate
- h. Original Disability Certificate
- i. Original/ Attested Post Mortem Report, if conducted
- j. Attested copy of FIR, Spot Panchnama & Police Inquest report, where applicable.

(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 Regulation), 2002. In case of any delay in payment as stated herein, We will pay you interest at the prevalent bank rate plus 2 % at the beginning of the financial year in which claim is settled. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate

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

10. **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.

11. **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 nominee declared by You; indemnity is payable to Your

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estate. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.

12. CONSENT OF NOMINEE: Consent of the nominee, if any, shall not be a pre-requisite for any change of nominee or to any other changes in this Policy.

13. 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.

14. 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.

15. LEGAL ACTIONS: Without prejudice to Uniform Provision 15 above, no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy.

If 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.

16. 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.

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

18. LIMITATIONS:

Multiple policies :

If an Insured Person suffers a covered Sickness or Accident or Injury, for which benefits, are payable (in part or in whole) under more than one like/same Policy then the Insured Person shall have the right to require a settlement of his claim in terms of any of his policies and contribution as defined in the policy will not apply.

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

NOTE – This clause is not applicable to Benefit sections.

19. 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.

20. 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.

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21. **ADDITIONS:** Any person becoming eligible after the Effective Date of this Policy or Certificate of Insurance may be added from time to time as a named Insured Person, upon a Proposal and Declaration Form by You, proof of eligibility and insurability satisfactory to Us, and payment of the required additional premium. Insurance coverage for the new named Insured Person shall commence on the date such Proposal and Declaration Form has been approved by Us subject to any limitations that We may set forth in the accompanying forms.
22. **REASONABLE CARE AND ASSISTANCE:** You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property, which has been lost.

In addition, You and each Insured Person must assist Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.
23. **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:
Choice of Law: This Policy will be governed by the law of the Republic of India. Any disputes will be dealt with as provided for by Uniform Provision 15, above and otherwise by the Indian courts.
24. **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.
25. **ASSOCIATED COMPANIES & 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 summarised in the Proposal and Business description in the Schedule , You must tell Us immediately. We must confirm in writing that We accept the changes.
26. **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.
27. 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.

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Part E: COVERAGE

Section: ACCIDENTAL DEATH

We will pay the Principal Sum shown in the Policy Schedule if Injury to You results in loss of life. The loss must occur under the circumstances described in a Hazard within 365 Days from the date of the Accident which caused Injury.

We will pay, the Principal Sum less any other amount paid or payable under: Accidental Dismemberment including Paralysis, Permanent Total Disability section of this Policy, if these coverages are offered under this Policy, as the result of the same Accident

Limitation

With regard to the Accidental Death of an Insured Person Age Seventeen (17) or below, the maximum Principal Sum payable is **10% of the principal sum insured** .

Exposure

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

Disappearance

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

Exclusions:

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

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

Section : ACCIDENTAL DISMEMBERMENT

(Including Loss of Sight and Hearing)

We will pay a percentage of the Principal Sum shown in the Policy Schedule if Injury to You results in one of the losses shown in the Table of Losses below. The loss must occur under the circumstances described in a Hazard within 365 Days from the date of the Accident which caused Injury.

We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and Permanent at the end of this period, the Principal Sum less any other amount paid or payable under: Permanent Total Disability or Permanent Partial Disability section of this Policy, if these coverages are offered under this Policy, as the result of the same Accident

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

TATA AIG GENERAL INSURANCE COMPANY LIMITED

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Table of Losses

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

"Loss" with regard to:

1. hand or foot means actual severance through or above the wrist or ankle joints respectively;
2. eye means entire and irrecoverable loss of sight;
3. thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
4. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;

Limitation

With regard to the Accidental Death of a named Insured Person Age Seventeen (17) or below, the maximum Principal Sum payable is **10%** of the principal sum insured .

Exposure:

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

Exclusions:

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

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

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It is hereby declared & agreed upon that the "Terrorism Exclusion" under PART B – GENERAL POLICY EXCLUSIONS (Nos. 8 & 9) have been deleted.

Act of Terrorism - means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of terrorism

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Part E. SCOPE OF COVERAGE:

Hazard H-7

COMMON CARRIER TRANSPORT

(Insured Journey Only)

The Hazards described in this Hazard H-7 apply only to those Insured Persons who are within a class to which this Hazard applies as stated in the Policy Schedule.

DESCRIPTION OF HAZARDS

Such insurance as is afforded to an Insured Person to which this Hazard H-7 applies, shall apply only to Injury sustained by such Insured Person during the course of an Insured Journey while riding as a passenger (but not as a pilot, operator, or member of the crew) in or on, boarding or alighting from any Common Carrier provided that, this Hazard H-7 shall not apply while such Insured Person is riding in or on, or boarding or alighting from, any civilian aircraft that does not hold a current and valid Airworthiness Certificate and is piloted by a Person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft.

Exclusion:

In addition to the General Exclusions listed in this Policy this Hazard-7 shall not cover any loss, fatal or non-fatal, caused by or resulting from travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for any Specialized Aviation Activity(ies).