

## PART B

### Tata AIA Life Insurance Accidental Death and Dismemberment Benefit (Long scale) (ADDL) Rider – UIN- 110B028V01

(Premium Paying Contract attached to Non Linked Policy)

#### DEFINITIONS:-

1. **"Accident"** refers to a sudden, unforeseen and involuntary event caused by external, violent and visible means which occurs while the relevant Supplementary Contract is in force and during the lifetime of the Insured.
2. **"Accidental Death"** means the death of the Insured which results directly, solely and independently of any other causes from Bodily Injury AND occurs within 90 days of the date of Accident.
3. **"Accidental Dismemberment"** must be a result of a traumatic event caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes and within 90 days of such trauma, proved to the satisfaction of the insurer. The permanence of the disability will only be established 90 days following the date of the event causing the disability except in the case of complete severance of the hand at or above the wrist or foot at or above the ankle joint."
1. **"Accidental Injuries"** means death or Bodily Injury of the Insured which results directly, solely and independently of any other causes from an Accident AND which occurs within 90 days of the Accident.
2. **"Basic Policy"** refers to the base plan to which this Supplementary Contract is attached.
3. **"Bodily Injury"** means an abnormal bodily condition of the Insured which occurs while the relevant Supplementary Contract is in force and within 90 days of Accident, and caused directly and solely by Accident independent of any other cause and not therefore due to illness or disease. Such Bodily Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.
4. **"Date of Commencement"** is the date when coverage under this Supplementary Contract commences and is mentioned on the Policy Information Page.
5. **"Loss of Sight"** means total permanent and irreversible loss of sight in one or both eyes, duly certified by an ophthalmologist's report.
6. **"Loss of Fingers or Toes"** means complete physical severance through or above the metacarpophalangeal or metatarsophalangeal joints.
7. **"Loss of Limb"** means loss by complete physical severance of a hand at or above the wrist or of a foot above the ankle.
8. **"Loss of Use"** means total permanent and irreversible loss of all functional use of a limb or organ.
9. **"Loss of Speech"** means the total permanent and irreversible disability in articulating any three of the four sounds which contribute to speech, namely the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds; or total permanent and irreversible loss of vocal cord or damage of speech center in the brain resulting in Aphasia.
10. **"Loss of Hearing"** means the total permanent and irreversible loss of hearing measuring more than 80 dB.
11. **"Third Degree Burns"** mean full thickness skin destruction due to burns.
12. **"Maturity / Expiry Date"** of this Policy is shown on the Policy Information Page.
13. **"Supplementary contract"** means this contract of Insurance and is attached to the Base plan. In case of any conflicting provisions between the two, the Supplementary Contract shall prevail.

14. **“Policy Anniversary”** refers to the same date each year as the Policy Date.
  15. **“Supplementary Contract Term”** until the Premium Paying term of the Basic Policy or You reach age 70, whichever is earlier.
  16. **“You” or “Your”** means the Policyholder of the Basic Policy as shown in the Policy Information Page.
  17. **“We”, “Us”, “Our” or “Company”** refers to the Tata AIA Life Insurance Company Limited.
4. **Medical Practitioner**" means only a person holding a degrees of bachelor of medicine and bachelor of surgery (MB., BS.) or equivalent degrees and is registered and legally authorised by the Medical Council of India or the relevant authority in the geographical area of his practice to render medical or surgical services; but excluding a Physician who is the Insured himself or an agent of the Insured, an insurance agent, business partner(s) or employer/employee of the Insured or a member of the Insured's immediate family

**PART C**

As per the Base Policy of Provisions. Please note the Additional Items given below

**1. BENEFITS**

This is optional Premium Paying Supplementary contract.

- a. In case of Accidental Death or Accidental Dismemberment or Accidental Burns, the Insured while the Basic Policy and Supplementary is in force, the amount payable shall be percentage of Sum Assured under this Supplementary Contract according to the Tables and provisions below:

**Table 1: Accidental Death and Accidental Dismemberment**

Accidental Death and Accidental Dismemberment	Amount of Benefit (% of Rider SA)
Loss of Life	100%
Loss of Sight of one eye	50%
Loss of Sight of both eyes	100%
Loss of or Loss of Use of one Limb	50%
Loss of or Loss of Use of two Limbs	100%
Loss of Speech and Loss of Hearing	100%
Loss of Hearing	
- both ears	75%
- one ear	25%
Loss of Speech	50%
Loss of or Loss of Use of four Fingers and Thumb of	
- right hand	70%
- left hand	50%
Loss of or Loss of Use of four Fingers of	
- right hand	40%
- left hand	30%
Loss of or Loss of Use of one Thumb	
- both right joints	30%
- one right joint	15%
- both left joints	20%
- one left joint	10%
Loss of or Loss of Use of Fingers	
- three right joints	10%
- two right joints	7.5%
- one right joint	5%

- three left joints	7.5%
- two left joints	5%
- one left joint	2%
Loss of or Loss of Use of Toes	
- all-one foot	15%
- great-both joints	5%
- great-one joint	3%
Shortening of leg by at least 5cms	7.5%

**Note :** If the Insured is left-handed, the percentage for the various Accidental Injuries listed in the above schedule of right hand and left hand will be transposed.

**Table 2: Accidental Burns** - If the Insured suffers Third Degree Burns due to Accident, We will pay the following amount of benefit if the burnt area occurs and involves:

Area	Damage as a Percentage of Total Body Surface Area	Amount of Benefit (% of Rider SA)
a) Head	Equal to or greater than 2% but less than 5%	50%
	Equal to or greater than 5% but less than 8%	75%
	Equal to or greater than 8%	100%
b) Body	Equal to or greater than 10% but less than 15%	50%
	Equal to or greater than 15% but less than 20%	75%
	Equal to or greater than 20%	100%

- a. The Insured will be entitled to maximum 100% of the Sum Assured if more than one loss under tables 1 and 2 above results from the same Accident.
- b. This Rider Contract will continue upto 100% of the Sum Assured due to Accident resulting in losses under tables 1 and 2 above. In case the loss is less than 100% the rider will continue for the balance Sum Assured
- b. Double Indemnity**

The amount of benefit provided in the Table 1 & 2 above shall be doubled if the Accidental Death or Accidental

Dismemberment for which the benefit is payable occurs under any of the following circumstances:

- i. While the Insured is riding as a fare paying passenger on commercially licensed public land transportation over an established route such as a bus, tram or train. A taxi or any form of transport chartered for private travel is excluded.
  - ii. While the Insured is in an elevator car (elevators in mines and on construction sites excluded) duly certified to carry passengers; or
  - iii. As a direct result of the burning of the following public buildings ONLY: theatre, cinema, public auditorium, hotel, school and hospital.
  - iv. When the Insured is on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- c. You cannot request for cancellation of this Supplementary contract.
- d. Acceptance of claim under this Supplementary Contract shall not affect the benefits of the Basic Policy.
- e. There is no surrender value or maturity value in this Supplementary Contract

## **2. Change of Occupation**

- i. In the event the Insured changes his occupation or job duty to one classified by us as more hazardous than that stated while applying for this Supplementary Contract or in subsequent endorsement to this Supplementary Contract, you shall immediately notify us in writing.
- ii. We shall adjust the premium accordingly and charge the revised premium from the immediate next Premium Due Date. If such notification is not made and the Insured is injured after having changed his occupation to a more hazardous one or while doing anything pertaining to such more hazardous occupation, we shall pay only such portion of the amount of benefit provided in this Supplementary Contract as the premium paid would have purchased at the rates and within the limits fixed by us for such more hazardous occupation.
- iii. In case the occupation or job duty the Insured has changed to is one classified as non-insurable by us, we shall terminate the relevant Supplementary Accident Contract and return the unearned premium on a pro rata basis from the date of change. We shall not be liable for

any claims arising after such change of occupation for which we are not notified.

## **3. PREMIUM PAYMENT**

This Contract follow the frequency and method of premium payment of the Basic Policy and any changes thereof. This Supplementary Contract shall lapse on non-payment of premium for Base Policy and/or Supplementary Contract.

This Supplementary Contract can be revived along with the Basic Policy within two years from the due date of first unpaid premium as per Reinstatement / Revival clause of the Basic Policy.

## **4. TERMS AND CONDITIONS**

For the purpose of this Supplementary Contract, the clauses covering Free Look, Reinstatement / Revival, Grace Period, Incontestability, Fraud & Non-Disclosure, Misstatement of Age & Gender and Exclusions in the Basic Policy shall apply.

## **5. APPLICATION OF THIS SECTION**

In case of conflicting provisions between the Basic and Supplementary Contract, the later shall prevail.

## **6. EXCLUSIONS**

### **a) Exclusion in case of Suicide**

In case of death due to suicide by the Insured, whether sane or insane, within 12 months from the date of commencement(which is same as date of inception of the policy), the nominee shall be entitled to "Total Rider Premiums Paid", provided the Policy is in force. In case of death due to suicide by the Insured, whether sane or insane, within 12 months from the date of reinstatement or revival, the nominee shall be entitled to "Total Rider Premiums Paid", provided the Policy is in force.

### **b) Other Exclusions**

No benefit shall be payable for any losses caused directly or indirectly, wholly or partly, by any one of the following occurrences:

- a. Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane.
- b. Any condition, ailment or injury or related condition(s) for which the policyholder had signs or symptoms, and / or were diagnosed, and / or received, medical advice / treatment within 48 months to prior to - this policy issued by the insurer.

- c. Failure to seek medical advice of or treatment by a medical practitioner. .
- d. War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- e. Committing an assault, a criminal offence, an illegal activity or any breach of law.
- f. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee jumping
- g. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- h. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- i. Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- j. "Death or bodily injuries which result directly, solely and independently of any other causes from an Accident AND which occurs after 90 days of the Accident are excluded" In the event the Insured enters into a Coma (as per definition of health regulations) within 90 days after the date of Accident and the death of the Insured occurs 90 days after the date of Accident, such a claim shall be payable, provided that the claimant can prove using primary medical records that the death of the Insured resulted directly and solely from accident and independent of any other causes.

The rider would not be offered to any excluded group as mentioned above in the exclusions.

**PART D**

**As per the Base Policy of Provisions. Please note the Additional Items given below**

**TERMINATION**

Notwithstanding anything contained herein or in the Basic policy, this Supplementary Contract shall automatically terminate by the occurrence of the earliest of the following:

- a. End of the completion of Supplementary Contract
- b. Termination of Basic Policy
- c. On the date of Accident resulting in the loss as mentioned in Table 1 and 2 of this contract – subject to maximum 100% of the Rider Sum Assured

- d. Basic Policy along with this Supplementary Contract not reinstated or revived within reinstatement/revival period of Basic Policy
- e. Payment of surrender value

Termination or cancellation of the Supplementary Contract shall be without prejudice to any claim arising prior to such termination or cancellation unless otherwise specified. The payment to or acceptance by us or our agent of any premium subsequent to termination or cancellation shall not create any liability on our part except to refund any such premium.

**PART E**

Not Applicable for this Rider

## **PART F**

**As per the Base Policy of Provisions Please note the Additional Items given below**

### **1. ASSIGNMENT**

Assignment allowed as per Section 38 of the Insurance Act 1938 as amended from time to time.

The simplified version of the provisions of Section 38 is enclosed in annexure – 1 for reference.

### **2. NOMINATION**

Nomination allowed as per provisions of Section 39 of the Insurance Act 1938 as amended from time to time. The simplified version of the provisions of Section 39 is enclosed in annexure – 2 for reference.

### **3. FRAUD AND MISREPRESENTATION**

Section 45 of the Insurance Act, 1938 as amended from time to time. The simplified version of the provisions of Section 45 is enclosed in annexure – 3 for reference

All other conditions will be as per the base policy



## **PART G**

As per the Base Policy Provisions

## ***Annexure 1***

### **Section 38 - Assignment and Transfer of Insurance Policies**

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR

b. where the transfer or assignment is made upon condition that

i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR

ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person

a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

b. may institute any proceedings in relation to the policy

c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

***[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act,2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act,2015 for complete and accurate details. ]***

## ***Annexure 2***

### **Section 39 - Nomination by policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.

02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.

03. Nomination can be made at any time before the maturity of the policy.

04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.

05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.

06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.

07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.

09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.

10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.

11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.

12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).

13. Where the policyholder whose life is insured nominates his

a. parents or

b. spouse or

c. children or

d. spouse and children

e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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### ***Annexure 3***

#### **Section 45 – Policy shall not be called in question on the ground of mis-statement after three years**

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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