

PART B

Tata AIA Life Insurance Waiver of Premium Plus Rider

(Premium Paying Contract attached to Non Linked Policy)

An exclusive rider designed for the Proposer of the Base Policy

DEFINITIONS:-

1. **"Date of Commencement"** means the date when coverage under this Supplementary Contract commences and as specified in the Policy Information Page.
2. **"Maturity / Expiry Date"** refers to the date when this Rider term shall mature / expire and as specified in the Policy Information Page.
3. **"Base Policy"** means the Policy to which this Rider is attached
4. **"Supplementary contract"** means this contract of Insurance and is attached to the Policy. In case of any conflicting provisions between the two, the provisions of this Supplementary Contract shall prevail.
5. **"Policy Anniversary"** refers to the annual anniversary of the Date of Commencement.
6. **"Supplementary Contract Term"** refers to premium paying term of the Rider.
7. **"You" or "Your"** refers to the Life Insured under this Rider as shown in the Policy Information Page. Life Insured in this rider is the proposer under Base Policy.
8. **"We", "Us", "Our" or "Company"** refers to the Tata AIA Life Insurance Company Limited.
9. **"A Specialized Medical Practitioner"** is a person (approved by the company) who holds a masters degree in the field of medicine or surgery and valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
10. **"Accident"** refers to a sudden, unforeseen and involuntary event caused by external, visible and violent means.
11. **"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 Specialised Medical Practitioner.
12. **Pre Existing Disease"** is any condition, ailment or injury or related condition(s) for which you had signs or Symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the first policy issued by the insurer
13. **"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.

PART C
RIDER FEATURES, BENEFITS & PREMIUM PAYMENT CONDITIONS

1. BENEFITS

This is an optional Premium Paying Supplementary contract.

This is a premium paying rider, with rider coverage term equal to the premium paying term (PPT) of the Base Policy.

This Rider can be attached to the Base Policy at the inception only, provided the age of the Life insured at the end of the premium paying term of the Base Policy, does not exceed 65 years.

Life Insured under the Base Policy and Life Insured under this Rider are different individuals for cases where the Life insured under the Base Policy, is a child/ adult i.e. subject to insurable interest.

This Rider is designed for the Proposer of the Base Policy, who pays the premium for Base Policy, where the Life Insured may be minor/ non-earning major children / spouse wherein the Proposer may be parent/spouse.

- a. When the Life Insured under the Base Policy dies or suffers from **“Total Permanent Disability”** or **“Presumptive Disability”** due to Accident or Sickness **during the Supplementary Rider Contract Term**, all the future contractual premiums of the Base Policy will be waived till remaining premium paying term of the Base Policy.
- b. **“Total Permanent Disability”** means disablement, of the Life Insured, which meets any one of the three conditions mentioned below.

i. Unable to work

The Life Insured suffers an injury due to accident and

- a. The injury causes the Life Insured to never engage in any occupation or employment or business for remuneration or profit. Any occupation includes any type of work ~~at all~~, irrespective of location and availability.
- b. The disability will be considered as permanent if it exists continuously for atleast 12 months from the date of

occurrence of the event. Proof of the same must be submitted to the Company while the Life Insured is alive and permanently disabled. The Specialized Medical Practitioner must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the Life Insured expect to retire.

ii. Loss of use of limbs or sight

The Life Insured suffers from total and irrecoverable loss of:

- a. The use of two limbs; or
- b. The sight of both eyes; or
- c. The use of one limb and the sight of one eye,

The loss of use of the particular limb must be documented for an uninterrupted period of at least 12 months from the date of occurrence of the event.

Loss of sight means total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident (as applicable). The diagnosis must be clinically confirmed by Specialist Medical Practitioner and relevant document of such diagnosis must be submitted to the Company. The blindness must not be correctable by aides or surgical procedures.

Limb means the whole hand above the wrist or the whole foot above the ankle.

iii. Loss of independent living

Loss of the physical ability through an illness or injury to do at least 3 of the 6 tasks listed below ever again.

The Specialized Medical Practitioner must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or You expect to retire.

The Life Insured must need the help or supervision of another person and be unable to perform the task on his/her own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

- a. Bathing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- b. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- c. Getting in and out of bed - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d. Maintaining personal hygiene - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- e. Feeding oneself – the ability to feed oneself once food has been prepared and made available.
- f. Getting between rooms – the ability to move indoors from room to room on level surface.

Loss of independent living must be medically documented for an uninterrupted period of at least 12 months from the date of occurrence of the event. Proof of the same must be submitted to the Company while the Life Insured is alive and permanently disabled. Total Permanent Disability in case of Presumptive Disability will be recognized by the company immediately.

c. **"Presumptive Disability"** means the occurrence of any of the following:

- (1) Total and irrecoverable loss of sight of BOTH eyes;
- (2) Severance of TWO limbs at or above wrist or ankle; or
- (3) Total and irrecoverable loss of sight of ONE eye and loss by severance of ONE limb at or above the wrist or ankle.

While the Policy is in force and subject to exclusions, if the Life Insured suffers from Total Permanent Disability as defined herein, during term of this Supplementary Contract, the Company will waive the due contractual premiums of the Base Policy. In the case where a claim under this Supplementary Contract, has been admitted, all due premiums will be waived during the 12 month period from date of occurrence of event which establishes the Total Permanent Disability.

Upon such establishment and admittance thereof at the end of the period, the benefit will continue.

Upon intimation of a Total Permanent Disability claim with all the necessary documents (including Doctor's Certificate/Hospital Records), any premium falling due after the date of intimation need not be paid until further notice.

The Supplementary Contract will be in force during this period. At the end of the 12 month period from the date of occurrence of the event which establishes the Total Permanent Disability, if the claim is admitted, any premiums paid between the date of occurrence of said disability and the date of intimation will be refunded by the Company without interest.

However, on failure to establish Total Permanent Disability at the end of the 12 month period from the date of occurrence of the event, the Life Insured shall be required to pay all the future premium payments for the Policy & the Rider. In case of nonpayment of premium under the base Policy and the Rider, the Base Policy and the Rider shall lapse.

Any premium waived during the period taken to establish Total Permanent Disability will not be recovered from the Life Insured.

- d. You cannot request for cancellation of this Supplementary Contract.
- e. Acceptance of claim under this Supplementary Contract shall not affect the benefits of the Base Policy, as the premiums waived shall be deemed to have been duly paid.
- f. There is no surrender value or maturity value in this Supplementary Contract.

2. PREMIUM PAYMENT

Premium payment mode and frequency under this Rider shall always be same as the Premium payment mode of the Base Policy.. This Supplementary Contract shall lapse on non-payment of premium for the Base Policy or the Supplementary Rider Contract.

3. TERMS AND CONDITIONS

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

the Base Policy shall apply. No Surrender value is payable under this Rider.

4. APPLICATION OF THIS SECTION

In case of conflicting provisions between the Base and Supplementary Contracts, the later shall prevail.

5. EXCLUSIONS

a. Exclusion in case of Suicide

In case of death of Life Insured due to suicide (i.e. the proposer of the Base Policy to which this rider is attached), whether sane or insane, within 12 months from the date of commencement of this policy (which is same as date of inception of the policy), the nominee as per the Base Policy shall be entitled to total rider premiums paid since inception, provided the Base Policy is in force. In case of death of Life Insured due to suicide, whether sane or insane, within 12 months from the date of reinstatement or revival, the nominee as per the Base Policy shall be entitled to total Rider premiums paid since inception, provided the Base Policy is in force.

b. Exclusion for Total Permanent Disability

This Supplementary Contract shall not cover any Total Permanent Disability caused directly or indirectly, wholly or partly on any of the following occurrences;

- i. Attempted suicide or self-inflicted injury, whether the Life Insured is medically sane or insane.
- ii. Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).
- iii. Failure to seek medical advice or treatment by a medical practitioner.

- iv. 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.
- v. Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.
- vi. 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
- vii. 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
- viii. Your Participation in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- ix. 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.

No benefit will be provided for Total Permanent Disability resulting from any condition, ailment or injury or related condition(s) for which the Life Insured had signs or symptoms, and / or were diagnosed, and / or received, medical advice / treatment within 48 months prior to the issuance of Base Policy

PART D

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

TERMINATION

The Rider Contract shall automatically terminate upon happening of the first of the following events:

- a. On acceptance of Freelook request.
- b. On expiry of the Rider Term.
- c. On termination of the Base Policy
- d. On surrender or lapsation of the Base Policy
- e. If the Base Policy along with Rider contract not revived/reinstated within revival period of the Base Policy

f. Death of the life insured under the Base Policy. Termination or cancellation of the Supplementary Rider 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 authorized premium acceptance 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

Following Items are re-produced below for your information

1. ASSIGNMENT

Assignment of this Rider is not allowed.

2. NOMINATION

Nomination under this Rider is not allowed and the nomination shall be as per the Base Policy.

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 – 1 for reference.

All other conditions will be as per the base policy

PART G

As per the Base Policy of Provisions

Annexure 1

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 mis-statement 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.

[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 Original Amendment Gazette Notification dated March 20, 2015 for complete and accurate details.]