

TATA AIA LIFE ACCIDENTAL DEATH BENEFIT (ADB) RIDER

(Premium Paying Supplementary Contracts attached to Unit Linked Basic Policy)
Form No. 2019A

TYPE OF CONTRACT

This Supplementary Contract is classified as a Supplementary Accident Contract. It is issued in conjunction with the Accident Section Provisions which shall apply to this Supplementary Contract unless specified otherwise. In case of conflicting provisions between the two, the Supplementary Contract shall prevail.

BENEFIT

We will pay the Sum Assured shown in the Policy Information Page (or as modified by any subsequent endorsement) in the event of the Insured's Accidental Death.

This Supplementary Contract will terminate on the death of the Insured.

RENEWAL

You may renew this Supplementary Contract on each Policy Anniversary before the Insured's 70th birthday in accordance with the Renewal and Cancellation clause of the Accident Section Provisions.

EXECUTED AND SIGNED BY US ON THE ISSUE DATE/COMMENCEMENT DATE OF THIS SUPPLEMENTARY CONTRACT.

ACCIDENT SECTION PROVISIONS

(Premium Paying Supplementary Contracts attached to Unit Linked Basic Policy)

APPLICATION OF THIS SECTION

This Section contains the standard terms and conditions applicable to all Supplementary Accident Contracts only. A Supplementary Contract is validly attached to this Policy if its product or code name and form number appear on the Policy Information Page or is subsequently added by relevant endorsement.

The provisions of the Basic Policy to which any Supplementary Contract is attached shall apply to the latter unless specified otherwise. In case of conflicting provisions between the two, the Supplementary Contract shall prevail.

The amount of coverage (the "Sum Assured") provided by the relevant Supplementary Contract is shown in the Policy Information Page or in the appropriate endorsement if the relevant Supplementary Contract is subsequently added or modified. Unless otherwise provided, a Supplementary Contract earns no Cash Value and does not share in our surplus earnings.

DEFINITIONS

"**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.

"**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.

"**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.

"**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.

EXCLUSIONS

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

(a) assault or murder; (b) service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order; (c) self-destruction or any attempted self-destruction or self-inflicted injury while sane or insane; (d) participation in any fight or affray; (e) racing of any kind other than on foot; (f) participation in scuba diving; (g) Accident occurring while or because the Insured is under the influence of alcohol or any non-prescribed drug; (h) food poisoning or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound); (i) entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route; (j) physical handicap or mental infirmity existing at the time of insurance application or reinstatement of the Supplementary Contract; (k) any kind of sickness, disease or congenital anomalies; (l) complications of surgical procedures or accidents occurring during surgical or therapeutic procedures; (m) hunting, mountaineering or climbing requiring the use of ropes or guides; (n) ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste; (o) radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or any part of the equipment; (p) any underwater or subterranean operation or activity; (q) Exclusions under the General Provisions of the Basic Policy.

CHANGE OF OCCUPATION

In the event the Insured changes his occupation or job duty to one classified by us as more hazardous than that stated in the Application for or in subsequent endorsement to the relevant Supplementary Accident Contract, you and/or the Insured shall immediately notify us in writing.

We shall adjust the premium accordingly and charge the difference from the date the Insured changes his occupation or job duty. 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 the relevant Supplementary Accident Contract as the premium paid would have purchased at the rates and within the limits fixed by us for such more hazardous occupation.

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.

In applying this provision, the classification of occupation risk and the premium rates shall be such as have been last published by us prior to the date of notification or occurrence of the loss for which we are liable or change in occupation.

MISSTATEMENT OF AGE AND SEX

The relevant Supplementary Accident Contract is issued at the age and sex shown on the Policy Information Page which is the Insured's declared age at last birthday and declared sex in the Application. If the age and/or sex is misstated and higher premium should have been charged, the benefit payable under the relevant Supplementary Accident Contract will be what the premiums paid would have purchased at the correct age/sex of the Insured. If the Insured's age/sex is misstated and lower premium should have been charged, the Company will refund any excess premiums paid under the relevant Supplementary Accident Contract without interest. If at the correct age/sex the Insured is not insurable under the relevant Supplementary Accident Contract pursuant to our Underwriting rules, the relevant Supplementary Accident Contract shall be void and the Company will refund the premiums paid without interest after deducting all payments made under such Supplementary Contract. The Company reserves the right to recover from the Policyholder or the beneficiary or other persons as appropriate the amount of payments made in excess of the premiums to be refunded under the relevant Supplementary Contract voided in accordance with this provision.

PREMIUM PAYMENT

The Supplementary Accident Contracts follow the frequency and method of premium payment of the Basic Policy and any changes thereof. In case the Basic Policy is put on a scheduled or automatic Premium Holiday, the frequency and method of premium payment preceding the commencement of such Premium Holiday shall be followed.

All premiums of the Supplementary Accident Contracts are payable on or before their due dates to us either at our issuing office or to our authorized Officer or Cashier. The premium shall be paid in the policy currency stated in the Policy Information Page.

After payment of the first premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment.

A Grace Period of thirty-one days from the due date will be allowed for payment of each subsequent premium. The Supplementary Accident Contracts will remain in force during the period. If any premium remains unpaid at the end of its Grace Period, the Supplementary Accident Contracts shall lapse and have no further value.

The premiums of the Supplementary Accident Contracts are not subject of the Fund Provisions of the Basic Policy.

REINSTATEMENT

If a premium of the relevant Supplementary Accident Contract is in default beyond the Grace Period and subject to the Policy not having been surrendered and the relevant Supplementary Accident Contract not having been cancelled, it may be reinstated, at our absolute discretion, within five years after the due date of the premium in default subject to: (i) your written application for reinstatement; (ii) production of Insured's current health certificate and other evidence of insurability satisfactory to us; (iii) payment of all overdue premiums with interest; and (iv) repayment or reinstatement of any Indebtedness outstanding at the due date of the premium in default plus interest.

Interest on premiums and Indebtedness will be compounded at an annual rate, which we shall determine.

We will require evidence of insurability before reinstating any Supplementary Contract.

Any reinstatement shall only cover loss or insured event, which occurs after the reinstatement or Commencement Date.

DEDUCTION OF PREMIUM AT DEATH

If the relevant Supplementary Accident Contract becomes a claim by death of the Insured, any balance of the premiums of such Supplementary Contract due for the full policy year in which death occurs shall be deducted from the proceeds payable.

RENEWAL AND CANCELLATION

While the relevant Supplementary Accident Contract is in force and during the lifetime of the Insured, you may renew such Supplementary Accident Contract by advance payment of the appropriate annual premiums on each Policy Anniversary before the maximum renewal age as specified in the relevant Supplementary Contract. We reserve the right to revise or adjust the premium rate, terms and conditions at the time of such renewal, and to disapprove or cease to invite any applications for renewal at our sole discretion. We reserve the right to cancel any Supplementary Accident Contract at any time by giving a 30-day prior written notice to the Policyholder. The unearned portion of the premium at the time of cancellation shall be returned.

TERMINATION

The Supplementary Contract automatically terminates by the occurrence of the earliest of the following:

- 1 non-payment of premium of the Basic Policy and/or the Supplementary Contract at the end of the Grace Period;
- 2 if the Basic Policy or Policy becomes paid-up, matures, expires, or is surrendered or converted to Reduced Paid-Up Insurance;
- 3 on the Expiry Date of the Supplementary Contract, subject to the Renewal and Cancellation clause applicable to the relevant Supplementary Contract;
- 4 on the Policy Anniversary immediately following the maximum renewal age of the relevant Supplementary Contract as specified.
- 5 on the death of the Insured;
- 6 the relevant Supplementary Contract is cancelled by the Policyholder or us.

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.