

## Terms and Conditions

### PART B

Tata AIA Life Insurance Navkalyan Yojana- Micro Insurance Product is a Non Participating Term Insurance Plan.

#### A. BASIC DEFINITIONS

In this Policy:

1. **“Annualised Premium”** shall be the premium paid in a year with respect to the basic sum assured chosen by the policy holder, excluding the underwriting extra premiums and loading for modal premiums, if any
2. **“Basic Sum Assured”** is the guaranteed amount of the benefit that is payable on the death of the Insured under this Policy. The Basic Sum Assured when the Policy is issued is shown in the Policy Information Page.
3. **“Claimant”** means the Policyholder or the Life Insured or the Nominee or the assignee the legal heir of the Policyholder.
4. **“Date of Commencement”** is the date when coverage under this Policy commences and is mentioned on the Policy Information Page.
5. **“Expiry Date”** of this Policy is shown in the Policy Information Page.
6. **“Life Insured”** means the person whose life is insured under the Policy as shown in the Policy Information Page.
7. **“Policy”** means this contract of insurance
8. **“Policy Anniversary”** refers to the same date each year as the Policy Date.
9. **“Policy Date”** as shown in the Policy Information Page is the date from which Policy Anniversaries, Policy Years, Policy Months and Premium Due Dates are determined.
10. **“Policy Term”** is the maximum period in years for which the policy can remain in force and is mentioned in the Policy Information Page.
11. **“Premium Payment Term”** is the number of years that premium is payable for and is mentioned in the Policy Information Page.
12. **“Reinstatement / Revival Date”** is the approval date of reinstatement / revival of the Policy.
13. **“Term Insurance”** means protection for a set period of time. In the event of death of Life Insured, the benefit is paid to the Claimant.
14. **“Total Premiums Paid”** means amount equal to the total premiums paid during the premium paying term of the policy. Such amount should be excluding interest, tax, underwriting extra premiums and loading for modal premiums, if any
15. **“We”, “Us”, “Our”** or **“Company”** refers to Tata AIA Life Insurance Company Limited.
16. **“You”** or **“Your”** means the Policyholder of this Policy as shown in the Policy Information Page.

**Interpretation:** Whenever the context requires, the masculine form shall apply to feminine and singular terms shall include the plural.

## PART C

### BENEFIT PROVISIONS

#### 1) Death Benefit

Upon death of the Insured during the term of the policy, provided the policy is in force, the death benefit payable shall be the Sum Assured on Death

“Sum Assured on death” shall be defined as the highest of the following:

- 10 times Annualised Premium; or
- 105% of the Total Premium Paid; or
- Basic Sum Assured

Death benefit shall be payable after, deduction of any due premiums, which are unpaid as on date of death. The Policy will terminate upon death of the insured and no other benefit under the policy shall be payable.

#### 2) MATURITY BENEFIT:

There is no Maturity Benefit under this Policy

#### 3) PLAN CHANGE / CONVERSION OPTION

Plan change/ Conversion is not allowed under this Policy

#### 4) PAYMENT

- All premiums are payable on or before their due dates to us either at our issuing office or to our authorized Officer or Cashier.
- Collection of advance premium shall be allowed, if the premium is collected within the same financial year.
- The Premium so collected in advance shall only be adjusted on the due date of the premium.

#### 5) CHANGE OF FREQUENCY OF PREMIUM PAYMENT

You may change the frequency of premium payments by written request. Subject to our minimum premium requirements, premiums may be paid on an annual, semi-annual or quarterly mode at the premium rates applicable on the Issue Date.

#### 6) DEFAULT

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.

#### 7) GRACE PERIOD

A Grace Period of thirty (30) days, from the due date will be allowed for payment of each subsequent premium. The Policy will remain in force during this period. If any premium remains unpaid at the end of its Grace Period, the Policy shall lapse and have no further value.

#### 8) DEDUCTION OF PREMIUM AT CLAIM

If a claim is payable under this Policy, any balance of the premiums due for the full policy year in which death occurs shall be deducted from the proceeds payable under the Policy.

#### 9) PAYMENT OF BENEFITS

The benefit under the Policy shall be payable to the Claimant who will be either the Policyholder, Life Insured, Nominee(s), Assignee(s), Legal Heir(s) or a legal representative as declared by a Court of competent jurisdiction.

Once the benefits under this Policy are paid to a Claimant, the same shall constitute a valid discharge of Our liability under this Policy.

## Claims Process and Requirements

### Do you know about the claim intimation process?

Please inform the company immediately upon occurrence of death. Mentioned below is a list of various mediums through which you can contact us.

- a. Email - Customercare@tataaia.com
- b. Toll free no – 1-800-267-9966
- c. Walk into any of the TALIC branch office
- d. Write directly to us (our HO address)

### 1. CLAIM PROCEDURE

Type of Claim	Requirement
<b>Death</b> (all causes of death)	a) Claim Forms <ul style="list-style-type: none"> <li>▪ Application Form for Death Claim (Claimant's Statement) along with NEFT form</li> <li>▪ Part II: Physician's Statement - to be filled by last attending physician</li> </ul>
	b) Death Certificate issued by a local government body like Municipal Corporation / Village Panchayat
	c) Medical Records (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc) <sup>1</sup>
	d) Original Policy document
	e) Claimant's Photo ID with age proof & relationship with the Insured along with Address proof of the claimant and Cancelled cheque with name and account number printed or cancelled cheque with copy of Bank Passbook / Bank Statement
	<b>If no nomination</b> - Proof of legal title to the claim proceeds (e.g. legal succession paper)

- *This is applicable if insured was in hospital at the time of death or any time prior to the date of death.*
- *Please submit copies of the following documents certified / attested by the issuing authority. (Original Seen Verified (OSV) by Branch Personnel will also be accepted) -*
  - *All Police papers – Panchnama, Inquest, First Information Report and Final Investigation Report*
  - *Medical Records (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc)<sup>1</sup>*

- *Postmortem report (Autopsy report) & Chemical Viscera report (certified by Police / Magistrate / Court will also be accepted)*

- *Copies of the other documents to be submitted by self attestation of the claimant*

In case the Claimant is unable to produce any/or all the documents mentioned above, due to Force Majeure events, the Company may consider paying the claim subject to its own investigations and satisfaction of the genuineness of the claim.

#### **Note-**

- *In case the claim warrants any additional requirement, TALIC reserves the right to call for the same.*
- *Notification of claim & submission of the claim requirements does not mean admission of the claim liability by the Company.*

*No agent is authorized to admit any liabilities on behalf of the Company, nor to alter this list of documents or any claims requirements called for by the Company.*

#### **FORCE MAJEURE**

If the performance by the Company of any of its obligations herein shall be in any way prevented or hindered in consequence of any act of God or State, Strike, Lock out, Legislation or restriction of any Government or other authority or any other circumstances beyond the anticipation or control of the Company, the performance of this contract with prior approval of IRDA shall be wholly or partially suspended during the continuance of the Force Majeure event and the company will resume the contract terms and conditions when such event cease to exist.

## **PART D**

### **1. FREE LOOK PERIOD**

If you are not satisfied with the terms & conditions/features of the policy, you have the right to cancel the policy by providing a written notice to the Company and receive the refund of all premiums paid without interest after deducting (a) proportionate risk premium for the period on cover, (b) stamp duty and medical examination cost which have been incurred for issuing the policy. Such notice must be signed by you and received directly by the Company within 15 days from the date of receipt of the policy document by you or person authorized by you. The said period of 15 days shall stand extended to 30 days, if the policy is sourced through distance marketing mode, which includes solicitation through any means of communication other than in person.

### **2. REINSTATEMENT / REVIVAL**

If a premium is in default beyond the Grace Period and subject to the Policy not having been surrendered, it may be reinstated/revived, within two years after the due date of the first unpaid premium and before maturity subject to: (i) Your written application for reinstatement / revival; (ii) production of Insured's current health certificate and other evidence of insurability satisfactory to Us; (iii) payment of all overdue premiums with interest.

Interest on premiums will be compounded at an annual rate which We shall determine.

Any evidence of insurability requested at the time of reinstatement/revival will be based on the prevailing underwriting guidelines duly approved by the Board.

Any reinstatement / revival shall only cover loss or Insured event which occurs after the Reinstatement / Revival Date.

The applicable interest rate for revival is determined using the SBI deposit rate (for tenure '1 year to less than 2 years'), plus 2%.

### **3. LOAN**

No loan is available from the Company under this Policy

**PART E**

Not Applicable for this Product

## PART F

### 1. THE POLICY CONTRACT

This Policy Contract is issued on the basis of the details provided by You in the Proposal Form and the Declaration signed by You, on receipt of the required premium amount and any attached endorsement given at the time of issuing this Policy. The Policy, proposal for it, the Policy Information Page and any attached endorsements constitute the entire contract. The terms and conditions of this Policy cannot be changed or waived except by endorsement duly signed by Our authorized officer.

Your Policy consists of the basic insurance plan and any endorsements which may be attached to it

### 2. INCONTESTABILITY

Except for fraud or non-payment of premiums and subject to the Misstatement of Age and Gender clause, this Policy shall be incontestable (after it has been in force during the lifetime of the Insured for two years) from the Date of Commencement or Reinstatement / Revival Date, whichever is later.

### 3. FRAUD AND NON-DISCLOSURE

Your Policy is based on the application and declaration which you have made to us and other information provided by you/on your behalf. However, in case of fraud and misrepresentation by you we shall immediately cancel the policy, subject to the fraud or misrepresentation being established by Us in accordance with Section 45 of the Insurance Act, 1938.

### 4. SUICIDE

In case of death due to suicide by the Insured, whether sane or insane, within 12 months from the date of commencement / Reinstatement, the nominee shall be entitled to "Total Premiums Paid", provided the Policy is in force.

### 5. MISSTATEMENT OF AGE AND GENDER

This Policy is issued at the age and gender shown on the Policy Information Page which is the Insured's declared age at last birthday and declared gender in the proposal. If the age and/or gender is misstated and higher premium should have been charged, the benefit payable under this Policy shall be after deduction of such difference of premium along with interest thereon. In such cases, the policy shall be subject to re-underwriting and the Sum Assured shall be subject to Your eligibility as per Our Underwriting norms and the premium to be deducted shall be calculated proportionately on such Sum Assured payable. If the Insured's age/gender is misstated and lower premium should have been charged, the Company will refund any excess premiums paid without interest.

If at the correct age it is found that the Life Insured was not

eligible to be covered under this Policy pursuant to Our Underwriting rules, then subject to Section 45 of the Insurance Act 1938 the Policy shall be treated as void and We will pay the Total Premiums paid without interest and after deducting all applicable charges like, medical, stamp duty, risk, etc., incurred by Us under the Policy.

### 6. THE POLICYHOLDER

Only You can, during the Policy Term, exercise all rights, privileges and options provided under this Policy subject to any Nominee's vested interest or Assignee's rights.

### 7. NOMINEE

As per Section 39 of the Insurance Act, 1938, You may nominate a person as the Nominee and where the nominee is a minor, You are required to appoint an Appointee by giving a written notice in prescribed format to the Company. Such nomination is valid only if recorded by the Company and endorsed on this policy.

### 8. ASSIGNMENT

As per Section 38 of the Insurance Act, 1938, You may also assign this policy by giving a written notice in prescribed format to the company, before the maturity of the policy. Assignment of policy shall automatically cancel a nomination (Unless assigned to Us).

### 9. CURRENCY AND PLACE OF PAYMENT

All amounts payable either to or by Us will be paid in the Indian currency. Such amounts will be paid by a negotiable bank draft or cheque drawn on a bank or NEFT (National Electronic Funds Transfer) or electronic clearing systems. All amounts due from Us will be payable from Our office shown on the Policy Information Page.

### 10. FREEDOM FROM RESTRICTIONS

Unless otherwise specified, this Policy is free from any restrictions upon the Insured as to travel, residence or occupation.

### 11. CLAIM PROCEDURES

**Notice of Claim** – All cases of death must be notified immediately to us in writing. However, any delay in notifying shall require to be substantiated to Our satisfaction

Please note that all death claims will be payable to the nominee/legal heir of the Insured policy holder

**Filing Proof of Claim** – Affirmative proof of loss and any appropriate forms as required by us must be completed and furnished to us, at the claimant's expenses, within 90 days

after the date the Insured event happens, unless specified otherwise. A list of primary claim documents listing the normally required documents is attached to the Policy. Submission of the listed documents, forms or other proof, however, shall not be construed as an admission of liabilities by the Company.

We reserve the right to require any additional proof and documents in support of the claim.

**Proof of Continuing Loss** – In the case of disability or other losses as We deem appropriate, We will require, at reasonable intervals, proof of continuing disability or loss. If such proof is not submitted as required, or such disability or loss ceases, claims for such disability or loss will not be considered.

## **12. TAXES**

Service tax is applicable as per governing laws and the same shall be borne by You. We may recover from You, any levies and duties (including service tax), as imposed by the government from time to time.

## **13. CHANGE IN BASIC SUM ASSURED**

Increase / Decrease in Basic Sum Assured is not allowed in this Policy.

## **14. ISSUANCE OF DUPLICATE POLICY**

In the event, the policy bond is untraceable by the policyholder, due to any unknown causes; the policyholder shall make an application to the Insurer for issuance of duplicate policy. The Insurer shall review the application and inform the policyholder to comply with the requirements for issuance of duplicate policy.

## PART G

### CONSUMER INFORMATION

#### POLICYHOLDER'S SERVICING

With regards to any query or issue related to the Policy, the Policyholder can contact the Company through the following service avenues

- Call our helpline numbers 1-800-267-9966 (toll free) or at 1-860-266-9966 (local charges apply)
- E-mail at [customercare@tataaia.com](mailto:customercare@tataaia.com)
- Visit the nearest the Tata AIA life branch
- Log on to Online Customer Portal by visiting [www.tataaia.com](http://www.tataaia.com)

#### GRIEVANCE REDRESSAL PROCEDURE

##### 1) Resolution of Grievances

Customers can register their grievances through multiple service avenues:

- Call our helpline numbers at 1-800-267-9966 (toll free) 1-860-266-9966 (local call charges apply)
- Email us at [customercare@tataaia.com](mailto:customercare@tataaia.com)
- Login to online policy account on [www.tataaia.com](http://www.tataaia.com)
- SMS SERVICE to 58888 to receive a call back from our

Customer Service Representative

- Visit any of the nearest Tata AIA Life branches
- Contact your agent
- Write to us on the following address:

Customer Service Manager Tata AIA Life Insurance Company Limited B- wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West), Pin Code – 400 607.

-We shall acknowledge a customer's grievance within 3 business days by providing the customer with the name of the Grievance Redressal Executive who is responsible to handle the grievance and who shall interact with the customer for any clarification.

- All grievances shall be handled to the best of Our abilities while adhering to regulatory timelines.

##### 2) Escalation Mechanism

In case the customer is not satisfied with the decision of the above offices, or has not received any response within the stipulated timelines, he, may write to the following official for resolution:

Head - Customer Services Tata AIA Life Insurance Company Limited- B-wing, 9th Floor, I-Think Techno

Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West), Pin Code – 400 607. Alternatively, an e-mail at [life.complaints@tataaia.com](mailto:life.complaints@tataaia.com) or [head.customerservice@tataaia.com](mailto:head.customerservice@tataaia.com)

Where the customer is not satisfied with the resolution provided by the Company, the following escalation matrix should be followed:

- 1st level of Escalation - Vice President - Operations
- 2nd level of Escalation - Senior Vice President & Head – Operations & Systems
- 3rd level of Escalation - Senior Vice President – Legal & Compliance & Company Secretary

##### 3) Insurance Ombudsman:

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Please refer to our [website www.tataaia.com](http://www.tataaia.com) for further details in this regard.

The list of Ombudsman address is attached as Annexure B

The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
- Within a period of one year from the date of rejection by the insurer
- If it is not simultaneously under any litigation



## ANNEXURE – B

OFFICES OF THE INSURANCE OMBUDSMAN as on 15 <sup>th</sup> June 2011	
<b>AHMEDABAD</b> 2 <sup>nd</sup> Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road Ahmedabad - 380 014 Tel.: 079-27546 840 Fax: 079-27546142 Email: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a> Jurisdiction: State of Gujarat, Union Territories of Dadra & Nagar Haveli, Daman and Dui.	<b>BHOPAL</b> Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, Bhopal (M.P.) - 462 023. Tel.: 0755-2769200/201/202 F ax: 0755-2769203 Email <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a> Jurisdiction: States of Madhya Pradesh and Chattisgarh
<b>BHUBANESHWAR</b> 62, Forrest Park, Bhubaneswar - 751 009 Tel.: 0674-2596455 Fax: 0674-2596429 Email: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a> Jurisdiction: State of Orissa	<b>CHANDIGARH</b> S.C.O. No. 101, 102 & 103, 2 <sup>nd</sup> Floor Batra Building, Sector 17-D, Chandigarh - 160 017 Tel.: 0172-2706196/5861/6468 Fax: 0172-2708274 Email: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a> Jurisdiction: States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh
<b>CHENNAI</b> Fathima Akhtar Court, 4 <sup>th</sup> Floor, 453 (Old 312) Anna Salai, Teynampet, Chennai - 600 018 Tel.: 044-24333678/664/668/5284 Fax: 044-24333664 Email: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a> Jurisdiction: State of Tamil Nadu. Union Territories of Pondicherry Town and K araikal (whic h are part of the Union Territory of Pondicherry)	<b>DELHI</b> 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002 Tel.: 011-23239633 Fax: 011-23230858 Email: <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a> Jurisdiction: States of Delhi and Rajast han
<b>GUWAHATI</b> 'Jeevan Nivesh', 5 <sup>th</sup> Floor Nr. Panbazar Overbridge, S.S. Road, Guwahati - 781 001 (ASSAM) Tel.: 0361-2132204/5 Fax: 0361-273 2937 Email: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a> Jurisdiction: States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	<b>HYDERABAD</b> 6-2-46, 1 <sup>st</sup> Floor, ' Moin Court', Lane opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel : 040-65504123 Fax: 040-23376599 Email <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a> Jurisdiction: States of Andhra Pradesh, Karnataka and Union Territory of Yanam (Part of the Union Territory of Pondicherry)
<b>KOCHI</b> 2 <sup>nd</sup> Floor, CC 27 /2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015 Tel. 0484-2358759 Fax: 0484-2359336 Email: <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a> Jurisdiction: States of Kerala, Union T erritory of (a) Lakshadweep (b) Mahe (a part of Union Territory of Pondicherry)	<b>KOLKATA</b> Hindustan Building Annexe, 4 <sup>th</sup> floor, 4, Chittaranjan Avenue, Kolkata - 700 072. Tel : 033-2212 4339/4340 Fax : 033-2212 4341 Email <a href="mailto:iombsbpa@bsnl.in">iombsbpa@bsnl.in</a> Jurisdiction: State of West Bengal, Sikkim, Bihar, Jharkhand and Union Territories of Andaman & Nicobar Islands
<b>LUCKNOW</b> Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, Lucknow - 226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a> Jurisdiction: States of Uttar Pradesh and Uttaranchal	<b>MUMBAI</b> 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022- 26106928/360/889 Fax: 022-26106052 Email: <a href="mailto:ombudsmanmumbai@gmail.co">ombudsmanmumbai@gmail.co</a> <a href="mailto:m">m</a> Jurisdiction: States of Maharashtra and Goa

For further information or latest updated list of Ombudsman Office addresses, kindly visit the IRDA website <http://irdaindia.org/> - Ombudsman / List of Insurance Ombudsmen OR our website [www.tataaia.com](http://www.tataaia.com)