

TATA AIA LIFE WAIVER OF PREMIUM RIDER

TYPE OF CONTRACT

This Supplementary Contract is classified as a Supplementary Disability Contract. It is issued in conjunction with the Disability 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.

BENEFITS

If the Insured suffers from Total Permanent Disability as defined in the Disability Section Provisions during his lifetime and while this Supplementary Contract is in force, we shall waive,:

i) the premiums payable under this Supplementary Contract and ii) the Regular Premiums of the Basic Policy. The Regular Premiums thus waived are subject to all Policy Charges as if they are received by us.

The amount of premiums payable are shown on the Policy Information Page.

BENEFIT PERIOD

The first premium to be waived shall be the one falling due immediately after the date of commencement of Total Permanent Disability, for as long as the Insured remains such disabled. Regardless of the Policy's modal premium, the Waiver of Premium shall be effected as if the Policy were on a monthly premium mode. There shall be, however, no waiver of premium with a due date more than one year prior to the date of receipt by us of written notice of claim.

RENEWAL

You may renew this Supplementary Contract on each Policy Anniversary before the Insured's 60th birthday in accordance with the Renewal clause of the Disability Section Provisions.

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

DISABILITY 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 Disability 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

"Total Permanent Disability" or "Disability" means total, permanent and continuous disability where:

- 1) The Insured has continuously been absent from his employment for a period of at least 12 consecutive months as a result of disability. And
- 2) In our opinion the Insured, despite optimal medical care/treatment and rehabilitation efforts, is unable ever again to work in: a) any occupation or regular duties for which he is reasonably qualified or fit by knowledge, training or experience; or b) any full time or part time occupation or regular duties in the case that the Insured was not in paid employment in the month immediately preceding the onset of disability. And
- 3) All usual and reasonable treatment and rehabilitation measures have been employed for a period of at least 12 consecutive months to restore or preserve the working ability of the Insured. And
- 4) For purpose of the definition of Total Permanent Disability, it is immaterial whether a business, occupation or regular duty generates income or is remunerated for or not.

In order for us to determine for claim purposes the total and permanent character of the Insured's disability, it is mandatory that the disability must be uninterrupted for at least 12 months from its date of commencement except in case of Presumptive Disability below where we immediately recognize the Disability as being total and permanent in nature.

"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.

If the Disability commences while the Insured is still a Juvenile pursuant to our Underwriting rules, the Juvenile Insured shall only be deemed to suffer from Total Permanent Disability if he suffers from a Presumptive Disability. For the purpose of the Supplementary Disability Contract, a Juvenile Insured shall continue to be such until the Juvenile Insured attains 18 years of age.

"Policy" refers to the plan to which the relevant Supplementary Disability Contract is attached. It may be the Basic Policy, Supplementary Term Insurance Contract or other Supplementary Contracts to which any Supplementary Disability Contract under this Section is attached.

EXCLUSIONS

The Supplementary Disability Contracts shall not cover any Disability caused directly or indirectly, wholly or partly, by any of the following occurrences:

- (a) assault or murder;
 - (b) riot and civil commotion, industrial action or terrorist activity;
 - (c) war, declared or undeclared, or revolution;
 - (d) service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
 - (e) Self destruction or attempted self-destruction or self-inflicted injuries while sane or insane;
 - (f) 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;
 - (g) any congenital defect which has manifested or was diagnosed before the Insured attains 17 years of age.
 - (h) in our opinion the insured was suffering from Acquired Immuno-Deficiency Syndrome (AIDS) or infection by any Human Immuno-Deficiency Virus (HIV). For the purpose of this Policy:-1) The definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition.
- 2) Infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immunodeficiency Virus or Antibodies to such a Virus.
 - (i) deliberate act(s) of the Policyholder, Nominee or Insured;

- (j) violation or attempted violation of the law or resistance to arrest;
- (k) Exclusions under the General Provisions of the Basic Policy.

No benefit will be provided for a Disability resulting from a physical or mental condition which existed before the Issue Date or Commencement Date of the relevant Supplementary Disability Contract which was not disclosed in the Application or health statement.

MISSTATEMENT OF AGE AND SEX

The relevant Supplementary Disability 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 Disability 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 Disability Contract without interest. If at the correct age/sex the Insured is not insurable under the relevant Supplementary Disability Contract pursuant to our Underwriting rules, the relevant Supplementary Disability 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 Disability 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 Disability 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 Disability Contracts will remain in force during the period. If any premium remains unpaid at the end of its Grace Period, the Supplementary Disability Contracts shall lapse and have no further value.

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

REINSTATEMENT

If a premium of the relevant Supplementary Disability Contract is in default beyond the Grace Period and subject to the Policy not having been surrendered and the relevant Supplementary Disability 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 Disability 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

While the relevant Supplementary Disability Contract is in force and during the lifetime of the Insured, you may renew such Supplementary Disability Contracts without further evidence of insurability by advance payment of the appropriate annual premiums on each Policy Anniversary before the maximum renewal age as specified in the relevant Supplementary Contract. The premium is not guaranteed and we reserve the right to revise it or adjust it according to our applicable premium rate for the attained age of the Life Insured at the time of such renewal.

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 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 or the Policyholder, whichever is earlier;
- 6 the relevant Supplementary Contract is cancelled by the Policyholder or us.
- 7 If any Supplementary Contract to which this Supplementary Contract applies terminates;

Termination of this Supplementary Contract shall be without prejudice to any claim arising prior to such termination. The payment or acceptance by us or our agent of any premium hereunder subsequent to termination of this Supplementary Contract shall not create any liability but the Company shall refund any such premium.

BENEFITS OF BASIC POLICY NOT AFFECTED

Acceptance of a Waiver of Premium claim under any Supplementary Disability Contract shall not affect the benefits of the Basic Policy as if the premiums waived have been duly paid.

CHANGES NOT ALLOWED

No change in the mode of premium payments (including scheduled or automatic premium holiday) on, and no change in the plan of, the Policy may be made during the continuance of Disability, except that where the plan of the Policy is convertible Term Insurance it may be exchanged into another plan upon election by the Insured, but in that event premiums payable under any policies arising from such conversion shall not be waived and shall be payable in accordance with the provisions of the new Policy.

Single Top-Up and Regular Top-Up premiums are not accepted during the continuance of Disability.

AUTOMATIC TERMINATION OF CANCELLABLE SUPPLEMENTARY CONTRACTS

Admission of our liability under the relevant Supplementary Disability Contract except the Supplementary Payor Benefit Contract will automatically terminate all cancellable Supplementary Contracts attached to the Basic Policy.