## 2. PART B

Tata AIA Life Insurance Fortune Guarantee Plus plan is an Individual, Non-linked, Non-participating Life Insurance Savings plan.

### 2.1. Basic definitions

- **"Age"** means age as on the last birthday; i.e. the age of the Life Insured in completed years as on Date of Commencement of Policy and is as shown in the Policy Schedule;
- **"Annualised Premium"** shall be the Premium payable in a year chosen by the Policyholder under a non-Single Pay option, excluding Extra Premiums, loading for Modal Premiums, taxes and rider premiums, if any; as specified in the Policy Schedule;
- **"Claimant"** means the person entitled to receive the Policy benefits and includes the Policyholder, surviving Life Insured, the nominee, the assignee, the legal heir, the legal representative(s) or the holder(s) of succession certificate as the case may be;
- **"Date of Inception/Commencement of Policy"** is the date mentioned on the Policy Schedule;
- "**Date of Commencement of Risk**" means the date as specified in the Policy Schedule;
- **"Date of Maturity of Policy"** means the date specified in the Policy Schedule on which the Policy Term expires;
- **"Extra Premium"** means an additional amount charged by Us, as per Our Underwriting Policy (if any), which is determined on the basis of disclosures made by You in the Proposal Form or any other information received by Us including medical examination report of the Life Insured;
- **"Grace Period"** means a period of 15 (Fifteen) days from the due date of the unpaid Premium for monthly Premium payment mode and 30 (Thirty) days from the due date of unpaid Premium for all other Premium payment mode, except Single Pay;
- "**Guaranteed Annual Income**" shall be a fixed percentage of the Annualised Premium / Single Premium excluding discount (as chosen by You at the inception of the Policy) payable in a year as detailed in the Benefits below. For applicable Guaranteed Annual Income Factors, please refer our website (www.tataaia.com) or visit the nearest branch of the Company;
- **"Guaranteed Surrender Value"** shall be the minimum Surrender Value computed in accordance with Clause 4.2.1 of Part D, which is guaranteed by Us. The Guaranteed Surrender Value will be determined in the Policy Year in which the Surrender is effected;
- "**Income Frequency**" is periodicity of the Guaranteed Annual Income as payable under the Policy and shall commence from the end of the Policy Year, following Date of Maturity of Policy or where Option 2 is opted, following the next Policy Anniversary after date of diagnosis of Critical Illness (), whichever is earlier. The default frequency of the payment will be Annual. The chosen frequency is as mentioned in the Policy Schedule.
  If you have opted to receive the Guaranteed Annual Income on a monthly frequency at the inception of the Policy, following conversion factor shall be used to arrive at the monthly income payable:

| Frequency | Payout |
|---|---|
| Monthly | 96% x Guaranteed Annual Income x 1/12 |

  In case monthly frequency is opted for, then the income shall commence from the end of the policy month, following Date of Maturity of Policy or the end of policy month following the date of diagnosis of the covered Critical Illness (if Option 2 is opted at the inception of the Policy), whichever is earlier. The first monthly income instalment post the diagnosis of the Critical Illness shall also include all the monthly income payouts in respect of the months elapsed in the current Policy Year prior to the diagnosis of the Critical Illness. This option to take income in monthly frequency must be exercised at inception and cannot be altered once chosen;
- **"Income Period"** is the period measured in years following Date of Maturity of Policy, during which the Maturity Benefit is payable. The Income Period shall be as chosen by You at inception of the Policy and is shown in the Policy Schedule;



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- **"IRDAI/Authority"** means the Insurance Regulatory and Development Authority of India.
- **"Lapsed Policy"** means a Policy where the due Premium has not been received till the expiry of the Grace Period and at least 2 (two) full years' Premiums have not been paid [except in case of a) Single Pay Policy, or b) waiver of future Premiums as per Clause 3.1.3 of Part C];
- **"Life Insured"** means the person whose life is insured or assured under the Policy and is shown in the Policy Schedule;
- "**Limited Pay**" means the Premium paying option where the Premium Payment Term is lesser than the Policy Term;
- **"Nominee"** means the person named in the Policy Schedule who has been nominated by the Life Assured in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time to receive benefits in respect of this Policy;
- **"Policy"** means the contract of insurance entered into between You and Us as evidenced by this document, the Proposal Form, the Policy Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form along with any written instructions from You subject to Our acceptance of the same and any endorsement issued by Us;
- "**Policy Anniversary**" refers to the annual anniversary of the Date of Commencement of Policy;
- **"Policy Schedule"** means the policy schedule and any endorsements attached to and forming part of the Policy and if any updated Schedule is issued, then, the Schedule latest in time;
- **"Policy Year"** means a period of 12 (Twelve) months commencing from the Date of Commencement of Policy and every Policy Anniversary thereafter;
- **"Premium"** means the amount specified in the Policy Schedule, payable by you, by the due dates to secure the benefits under the Policy, excluding applicable tax, cesses or levies, if any;
- **"Proposal Form"** means the form filled in and completed by You for the purpose of obtaining insurance coverage under the Policy;
- "**Reduced Paid-up**" means a Policy which has acquired Surrender Value, if subsequent Premiums remain unpaid at the end of Grace Period, the Policy will be converted into a Reduced Paid-up Policy by default;
- "**Regular Pay**" means the Premium paying option where Premium Payment Term and Policy Term are same;
- "**Revival Period**" means a period of 5 (five) years from the due date of the first unpaid Premium;
- "**Single Premium**" shall be the Premium payable under Single Pay option chosen by the Policyholder, excluding the taxes, rider premiums, underwriting extra premiums, if any;
- "**Single Pay**" means the Premium paying option where a lump sum Premium is paid instead of the yearly, quarterly, semi-quarterly or monthly mode of payment;
- **"Special Surrender Value"** means the Special Surrender Value computed in accordance with Clause 4.2.1 of Part D;
- **"Special Surrender Value Factors"** are factors determined by Us in consultation with and approved by the IRDAI to compute the Special Surrender Value, which can be revised by Us on the basis of Our experience from time to time in consultation with and approval of the IRDAI;
- **"Surrender Value"** means an amount payable on Surrender of this Policy, which will be the higher of the Guaranteed Surrender Value or the Special Surrender Value;
- **"Total Premiums Paid"** means total of all the Premiums received, excluding any Extra Premium, any rider premium and taxes, if any;
- **"Underwriting Policy"** means our then prevailing Underwriting Policy as approved by Our board of directors;
- "**We**", "**Us**", "**Our**" or "**Company**" refers to Tata AIA Life Insurance Company Limited; and
- "**You**" or "**Your**" means the Policyholder of this Policy.

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





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## 3. PART C

### 3.1. Benefits

The benefits shall depend on the plan option chosen by You at the inception of the Policy and cannot be changed once chosen. Below are the available plan options:

a) **Option 1 -** Regular Income – Available with Single Pay, Limited Pay or Regular Pay, as chosen.
b) **Option 2 -** Regular Income with an inbuilt Critical Illness benefit – Available with Regular Pay only.

The above plan options are available with Single Life Insured. Under Option 1, You may also choose Joint Life Insureds provided Single Pay mode is chosen.

The benefits under the respective plan option are as under:

#### 3.1.1. Maturity Benefit (Applicable under Option 1 & Option 2)

You shall be entitled to below benefit at the Date of Maturity of Policy, provided the Policy is in force and all due Premiums have been paid:

a) Guaranteed Annual Income:
Guaranteed Annual Income shall commence after the Date of Maturity till the end of the chosen Income Period in terms of the Income Frequency, irrespective of the survival of the Life Insured(s) during the Income Period.

b) Return of Premium Benefit:
The Total Premiums Paid (excluding loading for Modal Premiums and discount) shall be payable at the end of the Income Period, irrespective of survival of the Life Insured(s) during the Income Period.

The Claimant has the option to receive the commuted value of the future Guaranteed Annual Income plus the Return of Premium Benefit, in the form of a lumpsum anytime during the Income Period, discounted at 7.50% per annum. In case of commutation for a monthly mode of Income Frequency, the commuted value shall be arrived at post deductions of the monthly income payouts already made for the existing income year.

This discounting rate based on the interest rate prevailing at the time of surrender + 1%. The prevailing interest rate shall be based on the 30yr G-sec yield. However, any change in the methodology/formula shall be subject to IRDAI approval and shall be communicated to the Policyholder.

#### 3.1.2. Death Benefit (Applicable under Option 1 & Option 2)

On death of the Life Insured during the Policy Term, provided the Policy is in force, We shall pay highest of the following to the Claimant:

a) 1.25 x Single Premium (excluding discount) OR 10 x Annualised Premium (excluding discount);
b) 105% of the Total Premiums Paid up to the date of death (excluding loading for Modal Premiums and discount); or
c) Basic Sum Assured.

**"Basic Sum Assured"** is equal to the 'Death Benefit Multiple' times the Annualised Premium/Single Premium (excluding discount) as opted by the Policyholder and shall be as below:



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- **Single Pay**:

| Option | Death Benefit Multiple |
|---|---|
| Single Life | 10 |
| Joint Life | 1.25 in case of first death; and<br>10 in case of second death |

- **Limited Pay / Regular Pay**:
The Death Benefit Multiple ('DBM') varies by the Age of the Life Insured at the inception of the Policy:

| Age | DBM | Age | DBM | Age | DBM | Age | DBM |
|---|---|---|---|---|---|---|---|
| 1 | 15.4 | 16 | 13.9 | 31 | 12.4 | 46 | 10.9 |
| 2 | 15.3 | 17 | 13.8 | 32 | 12.3 | 47 | 10.8 |
| 3 | 15.2 | 18 | 13.7 | 33 | 12.2 | 48 | 10.7 |
| 4 | 15.1 | 19 | 13.6 | 34 | 12.1 | 49 | 10.6 |
| 5 | 15.0 | 20 | 13.5 | 35 | 12.0 | 50 | 10.5 |
| 6 | 14.9 | 21 | 13.4 | 36 | 11.9 | 51 | 10.5 |
| 7 | 14.8 | 22 | 13.3 | 37 | 11.8 | 52 | 10.4 |
| 8 | 14.7 | 23 | 13.2 | 38 | 11.7 | 53 | 10.4 |
| 9 | 14.6 | 24 | 13.1 | 39 | 11.6 | 54 | 10.3 |
| 10 | 14.5 | 25 | 13.0 | 40 | 11.5 | 55 | 10.3 |
| 11 | 14.4 | 26 | 12.9 | 41 | 11.4 | 56 | 10.2 |
| 12 | 14.3 | 27 | 12.8 | 42 | 11.3 | 57 | 10.2 |
| 13 | 14.2 | 28 | 12.7 | 43 | 11.2 | 58 | 10.1 |
| 14 | 14.1 | 29 | 12.6 | 44 | 11.1 | 59 | 10.1 |
| 15 | 14.0 | 30 | 12.5 | 45 | 11.0 | 60 | 10.0 |

In case of a Joint Life Policy, the Death Benefit shall payable on the death of first Life Insured as well as the second Life Insured. The Policy will terminate on payment of Death Benefit for Life Insured (in case of Single Life Policy) or last surviving Life Insured (in case of Joint Life Policy) and no other benefits shall be payable under the Policy.

**Waiting Period in case of Point of Sale Product (Option 1):**
If death of any of the Life Insureds occurs during the first 90 days from the Date of Commencement of Risk, We shall refund the Total Premiums Paid and the Policy will terminate with immediate effect. Waiting period of 90 days is not applicable if the death occurs due to an accident provided all due Premiums have been paid.

### 3.1.3. Critical Illness Benefit (Applicable only under Option 2):

Upon Life Insured's diagnosis of illness, of any of the covered Major Critical Illness, Major Cardiac Conditions or Major Cancer (as specified below), provided the Policy is in force and all due Premiums have been paid (subject to the provisions Grace Period as per Clause 3.1.5.4 of Part C):

- Guaranteed Annual Income shall be payable from the end of the Policy Year (in case of annual mode of Income Frequency) following such diagnosis till the end of Policy Term or death of the Life Insured



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during the Policy Term, whichever is earlier. In case monthly Income Frequency is chosen, the Guaranteed Annual Income shall commence from the end of the policy month, following the diagnosis of the Critical Illness. The first monthly Guaranteed Annual Income instalment post diagnosis of the Critical Illness shall also include all the monthly income payouts in respect of months elapsed in the current Policy Year prior to the diagnosis of the Critical Illness;

- All future Premiums will be waived off and the Policy will continue as in-force; and
- The Critical Illness Benefit shall not be payable if the first diagnosis of any of the illness covered under this benefit occurs within first 90 days from the Date of Commencement of Risk.

The date of diagnosis of covered Critical Illness needs to be before the Date of Maturity of Policy.

This benefit is payable only if:

- The Life Insured has survived for a period of 30 days after the date of diagnosis of illness; and
- The diagnosis must be the first ever of that condition in the lifetime of the Life Insured.

Following illnesses/procedures are covered:

| Sr. No. | Illness / Procedure |
|---|---|
| **Cancer**: | |
| 1 | Cancer of Specified Severity |
| **Cardiac Conditions:** | |
| 2 | Myocardial Infarction (First Heart Attack of specified severity) |
| 3 | Open Chest CABG (Coronary Artery Bypass Graft) |
| 4 | Open Heart Replacement or Repair of Heart Valves |
| 5 | Major surgery of Aorta |
| 6 | Heart transplant |
| 7 | Cardiomyopathy (of specified severity) |
| 8 | Stroke resulting into permanent symptoms |
| 9 | Primary (Idiopathic) Pulmonary Hypertension |
| **Critical Illness:** | |
| 10 | Apallic Syndrome |
| 11 | Benign Brain Tumor |
| 12 | Blindness |
| 13 | Severe Rheumatoid Arthritis |
| 14 | End Stage Lung Failure |
| 15 | Coma of Specified Severity |
| 16 | End Stage Liver Failure |
| 17 | Kidney Failure requiring Regular Dialysis |
| 18 | Encephalitis |
| 19 | Third Degree Burns |
| 20 | Major Head Trauma |
| 21 | Major Organ (less heart)/ Bone Marrow Transplant |

| | |
|---|---|
| 22 | Permanent Paralysis of Limbs |
| 23 | Loss of limbs |
| 24 | Fulminant Viral Hepatitis |
| 25 | Alzheimer's Disease |
| 26 | Aplastic Anaemia |
| 27 | Deafness |
| 28 | Loss of Speech |
| 29 | Medullary Cystic Kidney Disease |
| 30 | Motor Neuron Disease with Permanent Symptoms |
| 31 | Multiple Sclerosis with Persisting Symptoms |
| 32 | Muscular Dystrophy |
| 33 | Parkinson's Disease |
| 34 | Progressive Scleroderma |
| 35 | SLE with Renal Involvement |
| 36 | Bacterial Meningitis |
| 37 | Chronic Recurrent Pancreatitis |
| 38 | Loss of Independent Existence |
| 39 | Poliomyelitis |
| 40 | Creutzfeldt-Jacob disease |

*(Please refer Annexure B for definitions of covered illnesses, exclusions etc.)*

**3.1.4. Value-added Service Feature - Health Management Services: (Applicable under Option 1 & Option 2)**

The Life Insured(s) may avail Second Opinion / Personal Medical Case Management / Medical Consultation services from service provider(s) affiliated to/registered with Us. The services are expected to assist the Life Insured(s) to ascertain correct diagnosis of a medical condition and obtain due care for the Life Insured(s) in case of illness.

These services are subject to:

- the availability of suitable service provider(s);
- primary diagnosis has been done by a registered medical practitioner as may be authorized by a competent statutory authority; and
- the eligibility of the life insured(s) as may be determined by BAUP.

**Note:**

- This service feature is expected to reduce mortality / morbidity rates and thereby reduce expected claim outgo for the Company.
- Medical Second Opinion / Personal Medical Case Management / Medical Consultation is an optional service offered at no additional cost to You/Life Insured(s). The Life Insured(s) may exercise his/her own discretion to avail the services and to follow the treatment path suggested by the service provider.
- These services shall be directly provided by the service provider(s).
- The services can be availed only where the Policy is in-force.
- All the supporting medical records should be available to avail the service.

- We reserve the right to discontinue the service or change the service provider(s) at any time.
- The services are being provided by third party service provider(s) and we will not be liable for any liability.

### 3.1.5. Premium details

#### 3.1.5.1. Payment of Premium

- You can pay Premium at any of Our offices or through our website www.tataaia.com or by any other means, as informed by Us. Any Premium paid by You will be deemed to have been received by Us only after the same has been realized and credited to Our bank account.
- Collection of advance premium shall be allowed within the same financial year for the Premium due in that financial year. However, where the Premium due in one financial year is being collected in advance in earlier financial year, the Company may collect the same for a maximum period of three months in advance of the due date of the Premium.
- The Premium so collected in advance shall only be adjusted on the due date of the Premium.

#### 3.1.5.2. 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 monthly, quarterly, half-yearly or annual mode at the Premium rates applicable on the Date of Commencement of Policy. Alteration in the frequency of Premium payment may lead to a change in the Premium.

The loading on Premium shall be applicable as below:

| Mode | Modal Loading |
|---|---|
| Single Premium | Multiply Annual Premium Rate by 1 |
| Annual | Multiply Annual Premium Rate by 1 |
| Half – Yearly | Multiply Annual Premium Rate by 0.51 |
| Quarterly | Multiply Annual Premium Rate by 0.26 |
| Monthly | Multiply Annual Premium Rate by 0.0883 |

#### 3.1.5.3. Default in Premium Payment

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.

#### 3.1.5.4. Grace period

- The Premium is due and payable by the due date specified in the Schedule. If the Premium is not paid by the due date, You may pay the same during the Grace Period without any interest. The Policy will remain in force during this period.
- During the Grace Period, if the overdue Premium is not paid and the Life Insured dies, then We shall pay the Death Benefit after deducting the due Premium (without interest) for the Policy Year.



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- During the Grace Period, if the overdue Premium is not paid and the Life Insured is diagnosed with Critical Illness, then We shall pay the Critical Illness Benefit after deducting the due Premium (without interest).

### 3.1.6. Payment of benefits

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

### 3.1.7. Change in address of Policyholder or Nominee

In order to provide better services, We request you to intimate us in the event of any change in the address of the Policyholder or the Nominee.

## 4.PART D

### 4.1. Free look period

You have a free look period of 15 days from the date of receipt of the policy document and period of 30 days in case of Policy obtained through electronic or distance marketing mode, to review the terms and conditions of the Policy. If You disagree to any of those terms or conditions, You have the option to return the Policy for cancellation, stating the reasons for objection and be entitled to a refund of the premiums paid without interest after deduction of proportionate risk premium, stamp duty and medical examination cost along with applicable taxes and cesses or levies, if any.

### 4.2. Non-forfeiture provisions

#### 4.2.1. Surrender Benefit: (Applicable under Option 1 & Option 2)

The Policy may be surrendered at any point during the Policy Term, however it shall acquire a Surrender Value as below:

- Option 1:
  - Single Pay – throughout the Policy Term;
  - Regular Pay/ Limited Pay –
    - Only if at least 2 (two) full years' Premiums have been paid, in case of Policy other than Single Premium.

- Option 2: Regular Pay –
  - Only if at least 2 (two) full years' Premiums have been paid. OR
  - at any point after the future Premiums are waived as per Clause 3.1.3 of part C.

Surrender Value shall be the higher of the Guaranteed Surrender Value or the Special Surrender Value, which is as below:

**Guaranteed Surrender Value** (GSV) is equal to GSV Factor multiplied by Total Premiums Paid (excluding loading for Modal Premiums and discount)

**Special Surrender Value** (SSV) shall be applicable as per the plan option chosen, as below:

- Under Option 1: Special Surrender Value shall be equal to -

  *SSV Factor 1 * (RPU factor * Guaranteed Income Benefit + Guaranteed Total Premium Benefit)*

- Under Option 2*:* Special Surrender Value shall be equal to -

  *[SSV Factor 1 * (RPU factor * Guaranteed Income Benefit + Guaranteed Total Premium Benefit)] + [(SSV Factor 2 * Guaranteed Annual Income) — Monthly income payouts already paid for the current policy year], if CI claim has already been accepted and being paid.*

  *Where,*



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*"**Guaranteed Income Benefit**" shall be the discounted value at maturity of all the Guaranteed Annual Income payable at annual frequency post maturity, discounted at 7.50% p.a.*

*"**Guaranteed Total Premium Benefit**" shall be the discounted value at the Date of Maturity of Policy of the Return of Premium Benefit, discounted at 7.50% p.a.*

GSV Factor and SSV factors will be as applicable at the time of surrender and are as per table annexed as '**Annexure A**' herein.

**4.2.2. Lapsation of Policy**

If the due Premium is not paid within the Grace Period and if at least 2 (two) full years' Premiums have not been paid [except in case of a) Single Pay Policy, or b) waiver of future Premiums as per Clause 3.1.3 of Part C], the Policy will lapse from the due date of first unpaid Premium and no benefits will be payable.

**4.3. Reduced Paid-up:**

Provided the Policy has acquired Surrender Value, if subsequent Premium remain unpaid at the end of Grace Period, the Policy will be converted into a Reduced Paid-up Policy by default.

Reduced Paid-up policy is a default non-forfeiture benefit. Reduced Paid-Up Policy, shall continue as Reduced Paid-up Policy unless revived within Revival Period by payment of all due Premium together with interest as mentioned in Clause 4.4 ("Revival") of Part D.

In case of Reduced Paid-up Policy, the benefit shall be payable as under:

**a. Maturity Benefit: (Applicable under Option 1 & Option 2)**

a) Guaranteed Annual Income (As per Clause 3.1.1 of Part C) *multiplied by* the RPU Factor; and
b) Return of Premium benefit (as per Clause 3.1.1 of Part C).

**b. Death Benefit: (Applicable under Option 1 & Option 2)**

Death Benefit (As per Clause 3.1.2 of Part C) *multiplied by* the RPU Factor.

**c. Critical Illness Benefit: (Applicable only under Option 2)**

a) Guaranteed Annual Income (As per Clause 3.1.3 of Part C) *multiplied by* the RPU Factor; and
b) No waiver of Premium shall be applicable under a Reduced Paid-up Policy.

Where, ***"Reduced Paid-up (RPU) Factor"*** *shall be a ratio calculated as the total period for which Premiums have already been paid or waived post acceptance of critical illness claim (under option 2 only) divided by the maximum period for which Premiums were originally payable.*

**d. Surrender Benefit: (Applicable under Option 1 & Option 2)**

This benefit is same as per Clause 4.2.1 of Part D.



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### 4.4. Revival

If there is default in Premium Payment beyond the Grace Period and subject to the Policy not having been surrendered, it may be revived in accordance with Underwriting Policy within Revival Period but before the Date of Maturity of Policy, subject to: (i) Your written application for revival; (ii) production of Insured's current health certificate and other evidence of insurability; and (iii) payment of all overdue Premiums with interest.

The applicable interest rate for revival is determined using the SBI (State Bank of India) [or any other public sector undertaking bank] domestic term deposit rate for tenure '1 year to less than 2 years', plus 2%. Any alteration in the formula will be subject to prior approval of IRDAI. The interest rate applicable is reviewed every six months and gets updated as per the given formula. The simple interest rate applicable as on 1st October 2020, is 6.90% p.a. [i.e. SBI interest rate of 4.90% (which rate may be revised from time to time) + 2%].

Upon revival, the benefits of the Policy shall be restored with effect from the date of revival.

### 4.5. Loan

You may apply for a loan up to 80% of Surrender Value provided the Policy acquires Surrender Value. On availing loan, the Policy must be assigned to Us. The Policyholder shall be liable to pay interest on the loan as below:

- Daily interest shall accrue on loan at the prevailing SBI (State Bank of India) [or any other public sector undertaking bank] domestic term deposit interest rate for tenure '1 year to less than 2 years' + 2%. The interest rate on loans are verified & updated on our Company's systems every six months (on 1st April & 1st Oct every year) as per the given formula. The interest rate applicable as on 1st October 2020, is 6.90% p.a. [i.e. SBI interest rate of 4.90% (which rate may be revised from time to time) + 2%] compounded annually.
- Interest shall be payable on each Policy Anniversary after the loan date and until the loan is repaid.
- Any unpaid interest shall be added to the principal loan and bear interest at the same rate. At any time while this Policy is in-force, You may repay the principal loan and accrued interest, or any part of the loan.
- For in-force and fully paid up Policy, the Policy will not be terminated if the outstanding loan amount including interest exceeds the Surrender Value. However, for other than in-force and fully paid up Policy, if the outstanding loan amount including interest exceeds the Surrender Value, the Policy will be terminated after giving intimation and reasonable opportunity to the Policyholder to continue the Policy. Residual amount, if any, will be refunded to the Policyholder.
- There shall be no discretion of the Company in granting the loan to identical/similar Policyholders. Further, there shall be no discretion of the Company in the quantum of loan granted (subject to the quantum being within permissible limits).

### 4.6. Auto Vesting

Where the Policy is issued on the life of a minor, the Policy shall automatically vest in the Life Insured on his/her attaining age of majority. On vesting, the Company shall recognize the Life Insured to be the



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Policyholder. In case of a Joint Life Policy, the Policy shall vest on their lives once both Life Insureds attain the age of majority.

## 5.PART E

Not Applicable for this Product





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## 6. PART F

### 6.1. Fraud, Misstatement and Suppression

Any fraud, mis-statement or suppression of a material fact under the Policy shall be dealt in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time.
The simplified version of the provisions of Section 45 of the Insurance Act, 1938 is enclosed in **Annexure 4** for reference.

### 6.2. Exclusions

#### 6.2.1. Suicide

In case of death due to suicide within 12 months from the Date of Commencement of Risk under the Policy or from the date of revival of the Policy, as applicable, the Claimant shall be entitled to at least 80% of the Total Premiums Paid till the date of death or the Surrender Value available as on the date of death whichever is higher, provided the Policy is in force. The policy shall terminate and no further benefits shall be payable.
In case of a Joint Life Policy, the above provisions shall be applicable if any of the two Life Insureds commit suicide within 12 months from the Date of Commencement of Risk.

### 6.3. Misstatement of Age

Declaration of the correct Age of the Life Insured is important for Our underwriting process and calculation of Premiums payable under the Policy. If the Age declared in the Proposal Form is found to be incorrect at any time during the Policy Term or at the time of claim, We may revise the Premium with interest and/or applicable benefits payable under the Policy in accordance with the Premium and benefits that would have been payable, if the correct Age would have made the Life Insured eligible to be covered under the Policy on the Date of Commencement of Policy. If at the correct Age the Life Insured is not insurable under this Policy pursuant to our Underwriting Policy, the Policy shall be void ab-initio and the Company will refund the Total Premiums Paid without interest after deducting all charges incurred by the Company under the Policy.

### 6.4. 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 3** for reference.

### 6.5. Assignment

Assignment shall be 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 2** for reference.

### 6.6. Loss of Policy document

If the Policy document is lost or destroyed, then at the request of the Policyholder, the Company will issue a duplicate Policy document duly endorsed to show that it is issued following the loss or destruction of the original Policy document. Upon the issuance of the duplicate Policy document, the original Policy document immediately and automatically ceases to have any validity. The Company will charge a fee of Rs. 250/- along with the applicable tax and surcharge/cess, for the issuance of a duplicate Policy document. These charges are subject to revision by the Company from time to time.

### 6.7. Taxes

All Premiums and interest payable under the policy are exclusive of applicable taxes, duties, surcharge, cesses or levies which will be entirely borne/ paid by the Policyholder, in addition to the payment of such Premium or interest. Tata AIA Life shall have the right to claim, deduct, adjust and recover the amount of any applicable tax or imposition, levied by any statutory or administrative body, from the benefits payable under the Policy.

### 6.8. Termination of Policy:

This Policy will terminate upon the happening of any of the following events:

1. On the date of refund of premium under Freelook request.
2. On the date of payment/repudiation of the death claim in accordance with the provisions of this Policy;
3. On the expiry of the Revival Period, if the Lapsed Policy has not been revived;
4. On the date of payment of Surrender Benefit of this Policy;
5. On the date of receiving the Commuted Value during the Income Period of this Policy; or
6. On the date of payment of Return of Premium Benefit in accordance with the provisions of this Policy.

### 6.9. Claims

Notice of Claim – All claims must be notified within a period of 90 days to us in writing. However, We may condone delay on merit for delayed claims where the reason for delay is proved to be for reasons beyond the control of the Claimant. In case of any delay on the part of the Company to process the claim within extant regulatory timeline, We shall pay interest as may be prescribed by the IRDAI from time to time.

Please note that all claims will be payable to the Claimant. Appropriate forms and supporting documents must be submitted, 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.

#### 6.9.1. Claims requirements

For processing the claim request under this Policy, we will require the following documents:

| Type of Claim | Requirement |
|---|---|
| *Death*<br>(all causes of death other than the Accidental Death) | a) Claim Forms<br>Part I: Application Form for Death Claim (Claimant's Statement) along with NEFT form<br>Part II: Physician's Statement - to be filled by last attending physician |
| | b) Death Certificate issued by a local government body like Municipal Corporation |
| | c) Medical Records (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc)[1] |

| | |
|---|---|
| | d) 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<br>**If no nomination** - Proof of legal title to the claim proceeds (e.g. legal succession paper) |
| If Death due to Accident (to be submitted in addition to the above) | e) In case of accidental death in addition to the above documents, we would require the following documents -<br>- Postmortem report (Autopsy report) & Chemical Viscera report - if performed;<br>- All Police Papers – Panchnama, Inquest, First Information Report (FIR) and Final Investigation Report. |

[1]*This is applicable if insured was in hospital at the time of death or any time prior to the date of death.*

| **Type of Claim** | **Requirement** |
|---|---|
| Critical Illness Claim (Applicable in case Option 2 is opted) | a) Claim Forms<br>- Part I: Application Form for Disability/Dismemberment Claim (Claimant's Statement) along with NEFT form<br>- Part II: Confidential Medical Report - to be filled by attending physician |
| | b) Hospital Bills for the confinement. |
| | c) Attested True Copy of Indoor Case Papers of the Hospital. The evidence of "full histopathological diagnosis" of the cancer, including stage and grading. |
| | d) Discharge Summary of Present and Past Hospitalizations |
| | e) Photo Identity of insured with age and address proof |
| | f) Bank Details of the claimant – Cancelled cheque (with printed name and account number)/bank passbook |
| | g) Certificate of Diagnosis |
| | h) Medical Examination Certificate (First Consultation Notes). |
| | i) All related clinical Reports pertaining to the claim event - Laboratory test reports<br>- X-Ray / CT Scan / MRI Reports &<br>- Plates Ultrasonography Report<br>- Histopathology Report<br>- Clinical / Hospital Reports<br>- Angiography Reports & Plates.<br>- Others (please specify). |
| | h) All follow-up Consultation Notes in relation to the hospitalized condition |
| If claim arise due to Accident (to be submitted in addition to the above) | All police reports-<br>First Information Report<br>Final Police Investigation Report |

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).
- 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.

**Note-**

In case the claim warrants any additional requirement, We reserve 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.

### 6.10. Claims Intimation Process

Mentioned below is a list of various mediums through which Claimant can contact us.

a. Online at www.tataaia.com
b. Email - Customercare@tataaia.com
c. Call our helpline number 1-860-266-9966 (local charges apply)
d. Walk into any office of the Company
e. Write directly to us on following address:

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) – 400 607, Maharashtra.

### 6.11. Governing Law and Jurisdiction

The Policy will be governed by and enforced in accordance with the laws of India. The competent courts in India will have exclusive jurisdiction in all matters and causes arising out of the Policy.

## 7.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:

- Contact your Tata AIA Life Agent / Distributor
- Call our helpline number 1-860-266-9966 (local charges apply)
- E-mail us at customercare@tataaia.com
- Visit the nearest Tata AIA Life branch or CAMS Service Center
- Log on to Online Customer Portal by visiting www.tataaia.com
- Write to us on the following address:

  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) – 400 607, Maharashtra.

### GRIEVANCE REDRESSAL PROCEDURE

**1) Resolution of Grievances**

Customers can register their grievances through Multiple Service Avenues:

- Call our helpline number 1-860-266-9966 (local charges apply)
- Email us at life.complaints@tataaia.com
- Login to online Policy account on www.tataaia.com
- Visit any of the nearest Tata AIA Life branches or CAMS Service Centers
- Contact your Tata AIA Life Agent / Distributor
- Write to us on the following address:

  Grievance Redressal Department
  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) – 400 607, Maharashtra.

- We shall acknowledge a customer's grievance within 3 (three) business days by providing the customer with the name of the Grievance Redressal Executive who is responsible to handle the grievance.
- We shall provide the customer with an equitable resolution within 2 (two) weeks of receipt of the grievance.
- In case customer wishes to contact us during the course of the assessment, they can contact us at any of the above mentioned touch points.
- All Tata AIA Life branches have a Grievance Redressal Officer who can be contacted for any support during the grievance redressal process.

**2) Escalation Mechanism**

In case customers are not satisfied with the decision of the above offices, or has not received any response within the stipulated timelines, they may contact the following officials for resolution:

- 1st level of Escalation: Head - Customer Service
- 2nd level of Escalation: Grievance Redressal Officer (GRO)

For escalations, customers can email to **head.customerservice@tataaia.com** or write to –
Grievance Redressal Officer
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) – 400 607, Maharashtra

We request our customers to follow the escalation mechanism in case of non-receipt of response or unsatisfactory response from the concerned persons mentioned above.

If you are not satisfied with the response or do not receive a response from us within 15 (fifteen) days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:
IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255 or 18004254732 (Toll free).
Email ID: complaints@irdai.gov.in
You can also register your complaint online at http://www.igms.irda.gov.in /
Address for communication for complaints by fax/paper:
Consumer Affairs Department - Grievance Redressal Cell.
Insurance Regulatory and Development Authority of India
Sy.No.115/1, Financial District, Nanakramguda,
Gachibowli, Hyderabad – 500 032.

**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:

- Delay in settlement of claim
- Partial or total rejection of claim
- Dispute with regard to premium
- Misrepresentation of policy terms and conditions
- Legal construction of the policy in so far as dispute relates to claim
- Grievance relating to policy servicing
- Issuance of policy which is not in conformity with proposal form
- Non- issuance of your insurance document and

- Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned herein above.

Please refer to our website **www.tataaia.com** for further details in this regard.

The list of Ombudsman address is attached as **Annexure 1**

The complaint should be made in writing duly signed by the complainant or through his legal heirs, nominee or assignee, and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. As per provision 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made, within a period of one year provided it is not simultaneously under any litigation:

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer; or
- the complainant had not received any reply within a period of one month after the Insurer received his representation; or
- the complainant is not satisfied with the reply given to him by the insurer.

## ANNEXURE A
## SURRENDER VALUE FACTORS

### Guaranteed Surrender Value Factors - Limited Pay / Regular Pay

| Year of Surrender \ Policy Term | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| 2 | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% | 30% |
| 3 | 35% | 35% | 35% | 35% | 35% | 35% | 35% | 35% | 35% | 35% | 35% | 35% | 35% |
| 4 | 90% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| 5 | 90% | 90% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| 6 | | 90% | 90% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| 7 | | | 90% | 90% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| 8 | | | | 90% | 90% | 70% | 63% | 60% | 58% | 57% | 56% | 55% | 54% |
| 9 | | | | | 90% | 90% | 77% | 70% | 66% | 63% | 61% | 60% | 59% |
| 10 | | | | | | 90% | 90% | 80% | 74% | 70% | 67% | 65% | 63% |
| 11 | | | | | | | 90% | 90% | 82% | 77% | 73% | 70% | 68% |
| 12 | | | | | | | | 90% | 90% | 83% | 79% | 75% | 72% |
| 13 | | | | | | | | | 90% | 90% | 84% | 80% | 77% |
| 14 | | | | | | | | | | 90% | 90% | 85% | 81% |
| 15 | | | | | | | | | | | 90% | 90% | 86% |
| 16 | | | | | | | | | | | | 90% | 90% |
| 17 | | | | | | | | | | | | | 90% |

### Guaranteed Surrender Value Factors - Single Pay

| Year of Surrender \ Policy Term | 5 |
|---|---|
| 1 | 100% |
| 2 | 100% |
| 3 | 100% |
| 4 | 100% |
| 5 | 100% |

### Special Surrender Value Factors 1 - Limited Pay / Regular Pay

| Year of Surrender \ Policy Term | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| 2 | 78% | 72% | 67% | 61% | 57% | 52% | 48% | 45% | 41% | 38% | 35% | 33% | 30% |
| 3 | 85% | 78% | 72% | 67% | 61% | 57% | 52% | 48% | 45% | 41% | 38% | 36% | 33% |
| 4 | 92% | 85% | 78% | 72% | 67% | 62% | 57% | 52% | 48% | 45% | 42% | 38% | 36% |
| 5 | 100% | 92% | 85% | 78% | 72% | 67% | 62% | 57% | 53% | 49% | 45% | 42% | 39% |



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| Year of Surrender \ Policy Term | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6 | | 100% | 92% | 85% | 78% | 72% | 67% | 62% | 57% | 53% | 49% | 45% | 42% |
| 7 | | | 100% | 92% | 85% | 78% | 72% | 67% | 62% | 57% | 53% | 49% | 45% |
| 8 | | | | 100% | 92% | 85% | 78% | 72% | 67% | 62% | 57% | 53% | 49% |
| 9 | | | | | 100% | 92% | 85% | 78% | 72% | 67% | 62% | 57% | 53% |
| 10 | | | | | | 100% | 92% | 85% | 78% | 72% | 67% | 62% | 57% |
| 11 | | | | | | | 100% | 92% | 85% | 78% | 72% | 67% | 62% |
| 12 | | | | | | | | 100% | 92% | 85% | 78% | 72% | 67% |
| 13 | | | | | | | | | 100% | 92% | 85% | 78% | 72% |
| 14 | | | | | | | | | | 100% | 92% | 85% | 78% |
| 15 | | | | | | | | | | | 100% | 92% | 85% |
| 16 | | | | | | | | | | | | 100% | 92% |
| 17 | | | | | | | | | | | | | 100% |

**Special Surrender Value Factors 1 - Single Pay**

| Year of Surrender \ Policy Term | 5 |
|---|---|
| 1 | 72% |
| 2 | 78% |
| 3 | 85% |
| 4 | 92% |
| 5 | 100% |

**Special Surrender Value Factors 2**

| Year of Surrender\ Policy Term | 5 | 10 |
|---|---|---|
| 1 | 426% * | 706% * |
| 2 | 354% | 659% |
| 3 | 277% | 607% |
| 4 | 192% | 551% |
| 5 | 100% | 491% |
| 6 | | 425% |
| 7 | | 354% |
| 8 | | 276% |
| 9 | | 192% |
| 10 | | 100% |

* *Applicable provided the Policy has acquired a surrender value and used for interpolation purposes only*



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Given that the pricing interest rate reflects the prevailing market conditions, the Company may revise the SSV factors from time to time subject to the Asset and Liability committee's (ALCO) approval. However, any change in the methodology/formula for calculating SSV factors shall be subject to IRDAI approval. Any change in SSV factors shall be filed with the Authority and shall be intimated to You from time to time.

The above SSV factors are applicable at the end of the year and shall be interpolated, on a daily basis, to arrive at the factors applicable at the time of surrender.

## ANNEXURE B
## DEFINITIONS OF CONDITIONS

**1. Cancer of specified severity:**

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
iii. Malignant melanoma that has not caused invasion beyond the epidermis;
iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
vi. Chronic lymphocytic leukemia less than RAI stage 3
vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

**2. Cardiomyopathy (of specified severity):**

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association Classification Class III or Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

- Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure
- Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced and Echocardiography findings confirming presence of cardiomyopathy and Left Ventricular Ejection Fraction (LVEF %) of 40% or less.

The following are excluded:

Cardiomyopathy directly related to alcohol or drug abuse.

**3. Heart Transplant:**

The actual undergoing of a transplant of human heart that resulted from irreversible end stage heart failure. The undergoing of a heart transplant has to be confirmed by a specialist medical practitioner.

Stem Cell transplants are excluded.





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**4. Major Surgery of Aorta:**
The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches (including aortofemoral or aortoiliac bypass grafts). The surgery must be determined to be medically necessary by a Consultant Cardiologist / Surgeon and supported by imaging findings.
The following are excluded:
- Surgery performed using only minimally invasive or intra-arterial techniques.
- Procedures done for treatment of Congenital heart disease are excluded.

**5. Myocardial Infarction (First Heart Attack of specified severity):**
The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
ii. New characteristic electrocardiogram changes
iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:
i. Other acute Coronary Syndromes
ii. Any type of angina pectoris
iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

**6. Open Chest CABG (Coronary Artery Bypass Graft):**
The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
The following are excluded:
- Angioplasty and/or any other intra-arterial procedures

7. **Open Heart Replacement or Repair of Heart Valves:**
The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

**8. Primary (Idiopathic) Pulmonary Hypertension:**
A. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or Specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification (NYHA) of cardiac impairment.
B. The NYHA Classification of Cardiac Impairment are as follows:
   i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
   ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
C. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded

**9. Stroke resulting into permanent symptoms:**
Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extra cranial source. Diagnosis has to be



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confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
The following are excluded:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions.

**10. Alzheimer's Disease**

Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging. The diagnosis of Alzheimer's disease must be confirmed by an appropriate consultant and supported by the Company's appointed doctor. There must be significant reduction in mental and social functioning requiring the continuous supervision of the life assured. There must also be an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the 6 "Activities of Daily Living" (defined in 'Generic Definitions' section below) for a continuous period of at least 3 months.
The following are excluded:

- Any other type of irreversible organic disorder/dementia
- Non-organic disease such as neurosis and psychiatric illnesses; and
- Alcohol-related brain damage.

**11. Apallic Syndrome:**

A persistent vegetative state in which patients with severe brain damage (universal necrosis of the brain cortex with the brainstem remaining intact), are in a state of partial arousal rather than true awareness. The Diagnosis must be confirmed by a Specialist Medical Practitioner (Neurologist) acceptable to the Company and condition must be documented for at least 30 days

**12. Aplastic Anaemia:**

Chronic Irreversible persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least two (2) of the following:
(a) Regular Blood product transfusion;
(b) Marrow stimulating agents;
(c) Immunosuppressive agents; or
(d) Bone marrow transplantation.

The Diagnosis and suggested line of treatment of aplastic anaemia must be confirmed by a Haematologist acceptable to the company using relevant laboratory investigations including bone marrow biopsy. Two out of the following three values should be present:

- Absolute Neutrophil count of 500 per cubic millimetre or less;
- Absolute Reticulocyte count of 20,000 per cubic millimetre or less; and
- Platelet count of 20,000 per cubic millimetre or less.

Temporary or reversible aplastic anaemia is excluded

**13. Bacterial Meningitis:**

A definite diagnosis of bacterial meningitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by growth of pathogenic bacteria from cerebrospinal fluid culture.
For the above definition, the following are not covered:

- Aseptic, viral, parasitic or non-infectious meningitis

**14. Benign Brain Tumor**

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist:

- Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- Undergone surgical resection or radiation therapy to treat the brain tumor

The following conditions are excluded:
Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

**15. Blindness:**
Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
The Blindness is evidenced by:

- corrected visual acuity being 3/60 or less in both eyes or;
- the field of vision being less than 10 degrees in both eyes.

The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

**16. Chronic Recurrent Pancreatitis:**
An unequivocal diagnosis of Chronic Relapsing Pancreatitis, made by a Specialist in gastroenterology and confirmed as a continuing inflammatory disease of the pancreas characterised by irreversible morphological change and typically causing pain and/or permanent impairment of function. The condition must be confirmed by pancreatic function tests and radiographic and imaging evidence.
Relapsing Pancreatitis caused directly or indirectly, wholly or partly, by alcohol is excluded.

**17. Coma of Specified Severity**:
A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- No response to external stimuli continuously for at least 96 hours;
- Life support measures are necessary to sustain life; and
- Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting from alcohol or drug abuse is excluded.

**18. Creutzfeldt-Jacob disease:**
Creutzfeldt-Jacob disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A neurologist must make a definite diagnosis of Creutzfeldt-Jacob disease based on clinical assessment, EEG and imaging. There must be objective permanent neurological abnormalities persisting for more than 180 days along with severe progressive dementia.

**19. Deafness:**
Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

**20. Encephalitis:**
Severe inflammation of the brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit for a min period of 60 days. This diagnosis must be certified by a consultant neurologist and the permanent neurological deficit must result in an inability to perform at least three of the Activities of Daily Living (defined in 'Generic Definitions' section below) either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

**21. End Stage Liver Failure:**
Permanent and irreversible failure of liver function that has resulted in all three of the following:

- permanent jaundice; and
- ascites; and
- hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.



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**22. End Stage Lung Failure:**
End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
- FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less ($PaO_2 < 55$ mmHg); and
- Dyspnea at rest**.**

**23. Fulminant Viral Hepatitis:**
A definite diagnosis of fulminant viral hepatitis evidenced by all of the following:
- Typical serological course of acute viral hepatitis
- Development of hepatic encephalopathy
- Decrease in liver size
- Increase in bilirubin levels
- Coagulopathy with an international normalized ratio (INR) greater than 1.5
- Development of liver failure within 7 days of onset of symptoms
- No known history of liver disease

The diagnosis must be confirmed by a Consultant Gastroenterologist.
For the above definition, the following are not covered:
- All other non-viral causes of acute liver failure (including but not limited to paracetamol or aflatoxin intoxication)
- Fulminant viral hepatitis associated with intravenous drug use

**24. Kidney Failure Requiring Dialysis:**
End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

**25. Loss of Independent Existence:**
Confirmation by a consultant physician acceptable to the Company of the loss of independent existence due to illness or trauma, which has lasted for a minimum period of 6 months and results in a permanent inability to perform at least three (3) of the Activities of Daily Living (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons). For the purpose of this benefit, the word "permanent", shall mean beyond the hope of recovery with current medical knowledge and technology. The "Activities of Daily Living" have been defined in 'Generic Definitions' section below

The following is excluded:
Any injury or loss as a result of War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.

**26. Loss of Limbs:**
The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

**27. Loss of Speech:**
Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, and Throat (ENT) specialist. All psychiatric related causes are excluded.

**28. Major Head Trauma**:

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living (defined in 'Generic Definitions' section below) either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.
The following are excluded:
- Spinal cord injury

**29. Major Organ (less heart)/ Bone Marrow Transplant:**
The actual undergoing of a transplant of:
- One of the following human organs: lung, liver, kidney, pancreas, that resulted from irreversible end stage failure of the relevant organ, or
- Human bone marrow using haematopoietic stem cells

The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:
- Other stem-cell transplants
- Where only Islets of Langerhans are transplanted

**30. Medullary Cystic Kidney Disease:**
Medullary Cystic Disease is a disease where the following criteria are met:
- The presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- Clinical manifestations of anaemia, polyuria and progressive deterioration in kidney function; and
- The diagnosis of medullary cystic disease is confirmed by renal biopsy.
- Isolated or benign kidney cysts are specifically excluded from this benefit.

**31. Motor Neuron Disease with Permanent Symptoms:**
Motor neuron disease diagnosed by a Specialist Medical Practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

**32. Multiple Sclerosis with Persisting Symptoms:**
The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
- investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Other causes of neurological damage such as SLE ~~and HIV~~ are excluded.

**33. Muscular Dystrophy:**
Muscular Dystrophy is a disease of the muscle causing progressive and permanent weakening of certain muscle groups. The diagnosis of muscular dystrophy must be made by a consultant neurologist, and confirmed with the appropriate laboratory, biochemical, histological, and electromyographic evidence. The disease must result in the permanent inability of the insured to perform (whether aided or unaided) at least three (3) of the six (6) "Activities of Daily Living" (defined in 'Generic Definitions' section below).

**34. Parkinson's Disease:**



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Unequivocal Diagnosis of progressive degenerative primary idiopathic Parkinson's disease (all other forms of Parkinsonism are excluded) by a Registered Medical Practitioner who is a neurologist where the condition:

- cannot be controlled with medication; and
- shows objective signs of progressive impairment; and
- Activities of Daily Living assessment confirms the inability of the Member to perform at least 3 of the Activities of Daily Living as defined in "Generic Definitions" section below, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons, for a continuous period of six months.

**35. Permanent Paralysis of Limbs**:
Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

**36. Poliomyelitis:**
The first occurrence of poliomyelitis where the following conditions are met:
i. Poliovirus is identified as the cause and is provided by stool analysis
ii. Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months

**37. Progressive Scleroderma:**
A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.
The systemic involvement should be evidenced by any two of the following findings -

- Lung fibrosis with a diffusing capacity (DCO) of less than 70% of predicted
- Pulmonary hypertension with a mean pulmonary artery pressure of more than 25 mmHg at rest measured by right heart catheterization
- Chronic kidney disease with a GFR of less than 60 ml/min (MDRD-formula)
- Echocardiographic findings suggestive of Grade III and above left ventricular diastolic dysfunction

The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.
The following conditions are excluded:

- Localised scleroderma (linear scleroderma or morphea);
- Eosinophilic fascitis; and
- CREST syndrome

**38. Severe Rheumatoid Arthritis:**
Unequivocal Diagnosis of systemic immune disorder of rheumatoid arthritis where all of the following criteria are met:
(a) Diagnostic criteria of the American College of Rheumatology for Rheumatoid Arthritis and has been diagnosed by a Rheumatologist;
(b) Permanent inability to perform at least three (3) of the six (6) Activities of Daily Living (defined in 'Generic Definitions' section below);
(c) Widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, knees, hips, ankle, cervical spine or feet confirmed by clinical and radiological evidence; and
(d) The foregoing conditions have been present for at least six (6) months.
For the above definition, the following are not covered:
- Reactive arthritis, psoriatic arthritis and activated osteoarthritis

**39. Systemic Lupus Erythematosus (SLE) with Renal Involvement:**
Multi-system, autoimmune disorder characterized by the development of auto-antibodies, directed against various self-antigens. For purposes of the definition of "Critical Illness", SLE is restricted to only those forms of systemic lupus erythematosus, which involve the kidneys and are characterized as Class III, Class IV, Class V or Class VI lupus nephritis under the Abbreviated International Society of Nephrology/Renal Pathology Society (ISN/RPS) classification of lupus nephritis (2003) below based on renal biopsy. Other forms such as discoid lupus, and those forms with only hematological and joint involvement are specifically excluded.



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Abbreviated ISN/RPS classification of lupus nephritis (2003):
Class I - Minimal mesangial lupus nephritis
Class II - Mesangial proliferative lupus nephritis
Class III - Focal lupus nephritis
Class IV - Diffuse segmental (IV-S) or global (IV-G) lupus nephritis
Class V - Membranous lupus nephritis
Class VI - Advanced sclerosing lupus nephritis

The final diagnosis must be confirmed by a certified doctor specialising in Rheumatology and Immunology.

**40. Third Degree Burns**:
There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

## Generic Definitions

**Accident:** An Accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

**Activities of Daily Living**: The Activities of Daily Living are:
i. Washing: 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;
ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
iv. Mobility: the ability to move indoors from room to room on level surfaces;
v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
vi. Feeding: the ability to feed oneself once food has been prepared and made available.

**Adventurous Pursuits or Hobbies:** Adventurous Pursuits or Hobbies include but are not limited to any kind martial arts, racing (other than on foot or swimming); potholing, rock climbing (except on man-made walls), hunting, mountaineering or climbing requiring the use of ropes or guides, any underwater activities involving the use of underwater breathing apparatus including deep sea diving, sky diving, cliff diving, bungee jumping, paragliding, hand gliding and parachuting.

**Biological attack:** Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement or death.

**Chemical attack**: Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement or death.

**Congenital Anomaly:** Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
a) *Internal Congenital Anomaly:* Congenital anomaly which is not in the visible and accessible parts of the body.
b) *External Congenital Anomaly:* Congenital anomaly which is in the visible and accessible parts of the body

**Hospital**: A Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments

(Registration and Regulation) Act, 2010 or under enactments specified under the Schedule of Section 56(1) and the said Act or, complies with all minimum criteria as under:

- Has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and atleast 15 inpatient beds in all other places;
- Has qualified nursing staff under its employment round the clock;
- Has qualified medical practitioner(s) in charge round the clock;
- Has a fully equipped operation theatre of its own where surgical procedures are carried out; and
- Maintains daily records of patients and makes these accessible to the Tata AIA's authorized personnel.

**Hospitalization**: Hospitalization means admission in hospital for minimum period of 24 consecutive 'In patient care' hours except for specified procedures / treatments, where such admission could be for a period of less than 24 consecutive hours.

**Illness**: An Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

(a) Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery

(b) Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
2. it needs ongoing or long-term control or relief of symptoms
3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
4. it continues indefinitely
5. it recurs or is likely to recur

**Injury:** An 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 Medical Practitioner.

**Intensive Care Unit:** Intensive Care Unit (ICU) means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**Medical Advice**: Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

**Medical Practitioner**: A Medical Practitioner means person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

The person must be qualified in allopathic system of medicine and shall not be

- The Policyholder/ Insured person himself/herself; or
- An authorized Insurance Intermediary (or related persons) involved with selling or servicing the insurance contract in question; or
- Employed by or under contractual engagement with the Insurance Company;
- Related to the Policyholder/ Insured person by blood or marriage.

**Medically Necessary Treatment:** Medically Necessary Treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

• is required for the medical management of the illness or injury suffered by the insured;

• must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
• must have been prescribed by a medical practitioner;
• must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**Pre-Existing disease:** Pre-Existing condition means any condition, ailment, injury or disease**:**

- That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the Company or its revival
- For which medical advice or treatment was recommended by, or received from, a Physician within 48 months prior to the effective date of the policy issued by the Company or its revival

**Surgery / Surgical Procedure**: Surgery / Surgical Procedure means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

**Symptom**: **Symptom** is a physical or mental feature which is regarded as indicating presence of a disease, particularly such a feature is apparent to an individual and will result in a medical consultation and/or further investigations to confirm the cause.

## Exclusions:

In addition to the disease specific exclusions given along with definitions of the respective diseases covered under the Benefit Option, no benefit will be payable if death or the illness covered under the policy is caused or aggravated directly or indirectly by any of the following:

- Pre-Existing Diseases are not covered. Any pre-existing disease at the time of inception of the policy.
- Any investigation or treatment for any Illness, disorder, complication or ailment arising out of or connected with the pre-existing Illness shall be considered part of that pre-existing illness.
- No benefits will be payable for any condition(s) which is a direct or indirect result of any pre-existing conditions unless Life Assured has disclosed the same at the time of proposal or date of revival whichever is later and the Company has accepted the same.
- Any covered condition which was diagnosed and/or for which medical advice/treatment was received within the waiting period.
- Self-inflicted injuries, attempted suicide, insanity, and deliberate participation of the Life Assured in an illegal or criminal act with criminal intent.
- Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a medical practitioner.
- Any illness due to an external congenital defect
- Engaging in hazardous sports / pastimes, i.e. taking part in (or practising for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off pastel skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport, bungee jumping, hand gliding etc.
- Any injury, sickness or disease received as a result of aviation (including parachuting or skydiving), gliding or any form of aerial flight other than as a fare-paying passenger or crew on a licensed passenger-carrying commercial aircraft operating on regular routes and on a scheduled timetable unless agreed by special endorsement.
- War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strikes or industrial action.
- Any treatment of a donor for the replacement of an organ
- Nuclear reaction, Biological, Chemical or Radioactive contamination due to nuclear accident
- Diagnosis and treatment outside India
- Ayurvedic, Homeopathy, Unani, herbalist treatment, any other treatments other than Allopathy / western medicines.

## Annexure 1

| NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES | | |
|---|---|---|
| **Office of the Ombudsman** | **Details** | **Jurisdiction of Office Union Territory,District)** |
| AHMEDABAD | Office of the Insurance Ombudsman,<br>Jeevan Prakash Building, 6th floor,<br>Tilak Marg, Relief Road,<br>Ahmedabad – 380 001.<br>Tel.: 079 - 25501201/02/05/06<br>Email: bimalokpal.ahmedabad@ecoi.co.in | Gujarat,<br>Dadra & Nagar Haveli,<br>Daman and Diu. |
| BENGALURU | Office of the Insurance Ombudsman,<br>Jeevan Soudha Building,PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, Ist Phase,<br>Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: bimalokpal.bengaluru@ecoi.co.in | Karnataka. |
| BHOPAL | Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor,<br>6, Malviya Nagar, Opp. Airtel Office,<br>Near New Market,<br>Bhopal – 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Fax: 0755 - 2769203<br>Email: bimalokpal.bhopal@ecoi.co.in | Madhya Pradesh<br>Chattisgarh. |
| BHUBANESHWAR | Office of the Insurance Ombudsman,<br>62, Forest park,<br>Bhubneshwar – 751 009.<br>Tel.: 0674 - 2596461 /2596455<br>Fax: 0674 - 2596429<br>Email: bimalokpal.bhubaneswar@ecoi.co.in | Orissa. |
| CHANDIGARH | Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 – D,<br>Chandigarh – 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Fax: 0172 - 2708274<br>Email: bimalokpal.chandigarh@ecoi.co.in | Punjab,<br>Haryana,<br>Himachal Pradesh,<br>Jammu & Kashmir,<br>Chandigarh. |
| CHENNAI | Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664<br>Email: bimalokpal.chennai@ecoi.co.in | Tamil Nadu,<br>Pondicherry Town and<br>Karaikal (which are part of<br>Pondicherry). |
| DELHI | Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi – 110 002.<br>Tel.: 011 - 23232481/23213504<br>Email: bimalokpal.delhi@ecoi.co.in | Delhi. |
| GUWAHATI | Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road, | Assam,<br>Meghalaya,<br>Manipur, |

| NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES | | |
|---|---|---|
| **Office of the Ombudsman** | **Details** | **Jurisdiction of Office Union Territory,District)** |
| | Guwahati – 781001(ASSAM).<br>Tel.: 0361 - 2132204 / 2132205<br>Fax: 0361 - 2732937<br>Email: bimalokpal.guwahati@ecoi.co.in | Mizoram,<br>Arunachal Pradesh,<br>Nagaland and Tripura. |
| HYDERABAD | Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 67504123 / 23312122<br>Fax: 040 - 23376599<br>Email: bimalokpal.hyderabad@ecoi.co.in | Andhra Pradesh,<br>Telangana,<br>Yanam and<br>part of Territory of Pondicherry. |
| JAIPUR | Office of the Insurance Ombudsman,<br>Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg,<br>Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: Bimalokpal.jaipur@ecoi.co.in | Rajasthan. |
| ERNAKULAM | Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: bimalokpal.ernakulam@ecoi.co.in | Kerala,<br>Lakshadweep,<br>Mahe-a part of Pondicherry. |
| KOLKATA | Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: bimalokpal.kolkata@ecoi.co.in | West Bengal,<br>Sikkim,<br>Andaman & Nicobar Islands. |
| LUCKNOW | Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Nawal Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 2231330 / 2231331<br>Fax: 0522 - 2231310<br>Email: bimalokpal.lucknow@ecoi.co.in | Districts of Uttar Pradesh :<br>Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |

| NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES | | |
|---|---|---|
| **Office of the Ombudsman** | **Details** | **Jurisdiction of Office Union Territory,District)** |
| MUMBAI | Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.: 022 - 26106552 / 26106960<br>Fax: 022 - 26106052<br>Email: bimalokpal.mumbai@ecoi.co.in | Goa,<br>Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| NOIDA | Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace<br>4th Floor, Main Road,<br>Naya Bans, Sector 15,<br>Distt: Gautam Buddh Nagar,<br>U.P-201301.<br>Tel.: 0120-2514250 / 2514252 / 2514253<br>Email: bimalokpal.noida@ecoi.co.in | State of Uttaranchal and the following Districts of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. |
| PATNA | Office of the Insurance Ombudsman,<br>1st Floor,Kalpana Arcade Building,,<br>Bazar Samiti Road,<br>Bahadurpur,<br>Patna 800 006.<br>Tel.: 0612-2680952<br>Email: bimalokpal.patna@ecoi.co.in | Bihar,<br>Jharkhand. |
| PUNE | Office of the Insurance Ombudsman,<br>Jeevan Darshan Bldg., 3rd Floor,<br>C.T.S. No.s. 195 to 198,<br>N.C. Kelkar Road, Narayan Peth,<br>Pune – 411 030.<br>Tel.: 020-41312555<br>Email: bimalokpal.pune@ecoi.co.in | Maharashtra,<br>Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

For further information or latest updated list of Ombudsman Office addresses, kindly visit the IRDAI website http://www.Policyholder.gov.in/ - Ombudsman / List of Insurance Ombudsmen OR our website www.tataaia.com





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## Annexure 2

### A. 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 there of 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.



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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 Life Assured OR
ii. the Life Assured 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.

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## Annexure 3

### B. 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 Life Assured nominates his
a. parents or
b. spouse or



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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 4

### C. 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 Life Assured 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 Life Assured 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 Life Assured does not believe to be true;
b. The active concealment of a fact by the Life Assured 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 Life Assured 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 Life Assured/ 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 Life Assured 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 Life Assured 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 Life Assured 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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