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## PART B Definitions

Words or phrases appearing in the Policy Document in initial capitals will have the meanings given to them below:

Where appropriate, any reference to the singular includes references to the plural, references to the male include references to the female and references to any statute include references to any subsequent changes to that statute.

This Policy Document shall be read along with the Policy Document of the Base Policy.

### **General Terms**

**Accident** means sudden, unforeseen and involuntary event caused by external, violent and visible means which occurs after the risk commencement date of the Policy and before the termination of the Policy.

Accidental bodily injury means bodily injury of the insured caused solely and directly from an Accident and independently of any other intervening causes and which occurs within 180 days of the date of Accident

Accidental Total and Permanent Disability A life shall be regarded as being totally and permanently disabled under a "Presumptive" definition of disability, only if that life, due to accident, has been subject to one (or more) of the following impairments:

- Permanent and irreversible loss of sight in both eyes as a result of Accident to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test, or visual field of 20 degrees or less in both eyes. The blindness must be confirmed by a consultant ophthalmologist
- The loss by physical severance or total and permanent loss of use of two limbs at or above the wrist or ankle or the total and permanent loss of sight in one eye and the loss by physical severance (or total and permanent loss of use) of one limb at or above the wrist or ankle.

**Age** means the Life Insured's age on last birthday as on the Rider Commencement Date

**ATPD Rider** means this Pramerica Life Accidental Total and Permanent Disability Benefit Rider

**Base Policy / Plan** means the Policy to which this Rider is attached and forms a part as shown in the Schedule.

**Beneficiary / Claimant** shall mean the Life Insured (or) the Policyholder (or) the assignee (or) the Nominee where a valid nomination has been effected or the Legal Heirs of the Policyholder/Nominee as the case may be

**Bodily Injury** means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury

Company/Us/We/Our means Pramerica Life Insurance Limited

**Injury** means accidental physical bodily harm excluding any Illness, solely and directly caused by an external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

**IRDAI** means the Insurance Regulatory and Development Authority of India;

Medical Practitioner/ Specialist means a person who holds a valid registration from the medical council of any State of India or Medical Council of India or any other such body or Council for Indian Medicine or for homeopathy set up by the Government of India or by a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license, provided such Medical Practitioner is not the Life Insured covered under this Policy or the Policyholder or is not a spouse, lineal relative of the Life Insured and/or the Policyholder or a Medical Practitioner employed by the Policyholder/Life Insured.

**Nominee** means nominee nominated by the policyholder (only if the policyholder is the Life Insured) under the Base Policy, in accordance with Section 39 of Insurance Act, 1938 as amended from time to time, to receive the benefits under the Rider and whose name is mentioned in the Schedule

**Policy Cancellation Value** means an amount, if any, that becomes payable in case of cancellation in accordance with the terms and conditions of this Rider

**Rider** means this Pramerica Life Accidental Total and Permanent Disability Benefit Rider which is purchased along with the Base Policy. It provides additional benefits in respect to the Life Insured. It is not a standalone document and should be read along with Base Policy.

**Rider Benefits** means the benefit payable under the Rider on the happening of the contingent event covered under the Rider. Refer to Part C Section One for details

Rider Commencement Date means the date as specified in the Schedule, on which the coverage under this Rider commences

**Rider Extra Premium** means the amount of additional premium charged by us due to Occupational Risk, Medical Risk or submission of Non-Standard Age Proof under this Rider

Rider Life Insured means the person named in the Schedule, on whose life the Rider is effected

**Rider Maturity Date** means the date as mentioned in the policy schedule, on which the coverage under this Rider ends.

**Rider Sum Assured** is the Sum Assured opted under the Rider as specified in the Policy Schedule.

**Rider Installment Premium** is the premium payable for the Rider as specified in the Policy Schedule.

Rider Premium Paying Term / Rider Premium Payment Term means the term as specified in the Schedule during which the premium under the Rider is to be paid

Rider Term / Rider Policy Term is the number of years between the Rider Commencement Date and Rider Maturity Date

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## PART C Specific Terms and Conditions

Section One: Rider Benefits

## A. Accidental Total and Permanent Disability Benefit :

In the unfortunate event of Accidental Total and Permanent Disability an amount equal to the rider sum assured shall be payable in lump sum. Claims shall be payable only if accident occurs while the cover is in force and disability must have persisted continuously for a period of at least 180 days and must, in the opinion of a suitable medical practitioner, appointed by the company, be deemed permanent. However the 180 days period will not be applicable for disabilities due to Loss by severance. The cover under this rider will cease after a claim under this rider is paid. However, the remainder of the base policy continues till the end of the term.

- B. Maturity Benefit: There is no Maturity Benefit under this Rider.
- C. Death Benefit: There is no Death Benefit under this Rider

**Section Two: Premium** 

The premium for this Accidental Total and Permanent Disability Benefit Rider shall be paid in the amounts and at the intervals (Premium Frequency) and for the term as specified in the Schedule.

- Rider Premium is payable over and above the premium under the Base Policy and shall be paid along with the premium under the Base Policy.
- b) Premium payment frequency of the rider shall be the same as the premium payment frequency of the Base Plan.
- c) The Rider Term can be equal to or less than the term of the Base Plan, if chosen at commencement of the Base Policy or equal to or less than the outstanding term of the Base Policy if chosen at a subsequent policy anniversary, subject to a maximum maturity Age of 75 years. If the entry Age plus Base Policy term is beyond Age 75, then the Rider Term can be a maximum of 75 less entry Age. The Rider shall not be offered if the outstanding premium payment term or policy term under the Base Plan is less than 5 years.
- d) Rider premium payment term can be equal to or less than the premium payment term of the base policy, if chosen at inception or equal to or less than the outstanding premium payment term of the base policy, if chosen at subsequent policy anniversary, subject to minimum premium payment term of 5 years.
- e) Premium pertaining to health riders shall not exceed 100% of the premium under the base plan and for all life insurance riders put together shall not exceed 30% of the premium under base plan in compliance with the IRDAI (Protection of Policyholders Interest) Regulations, 2017.
- f) Taxes (along with cess) at the rate as declared by the Government from time to time shall be collected along

with the Rider premium

g) The premium rates under Rider are guaranteed throughout the Rider Term. Some occupations may attract extra premium as per Company's Board approved Underwriting Policy.

Section Three: Grace Period

As per Base Product

## Section Four: Discontinuation of Premium Payments

If due premiums are not paid during the rider premium payment term, the rider cover lapses immediately on the expiry of the grace period and no rider benefit will be paid except the Policy Cancellation Value, if any. The rider cover can be reinstated within the revival period of 5 years and the conditions as applicable to the base policy.

#### Section Five: Rider Exclusions

No benefit will be payable in respect of any of the conditions covered under the Accidental Total and Permanent Disability (ATPD) Benefit, arising directly or indirectly from, through or in consequence of the following exclusions:

- a) Intentional self-inflicted injury, attempted suicide, while sane or insane.
- b) Insured person being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a Doctor/Medical Practitioner.
- c) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection .military or usurped power, riot or civil commotion, strikes.
- d) Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- e) Participation by the insured person in a criminal or unlawful act.
- f) Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race, underwater activities involving the use of breathing apparatus or not, martial arts, hunting, mountaineering, parachuting, bungeejumping.
- g) Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- Any other exclusions under the general provisions of the Base Policy.

In case ATPD benefit is claimed however is not admissible due to any of the exclusion clause(s) applicable for ATPD, then the ATPD benefit would not be payable.

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## PART D Policy Servicing

Section One: Revival

A lapsed rider can be revived within five years from the due date of the first unpaid premium but before policy maturity, by paying all outstanding premiums together with the interest, as applicable. The interest for revival of the policy will be charged at market related rates set by the Company from time to time. The rate of interest shall be reset on an annual basis at the beginning of every financial year (April) and would be determined based on the average of 10-year G-Sec YTM plus 75 basis points rounded down to 25 basis points. The average of the benchmark would be taken from the previous financial year for the period 1st July to 31st Dec. The source of information for 10 year GSec rate would be "CCIL". The current applicable rate of interest on policy reinstatement is 8.00% p.a. compounding monthly which would be applicable for the FY 2023-24. Revival of the policy is subject to Board approved underwriting policy, the Company reserves the right to obtain additional information before reviving the Policy and also has the right to decline revival of the policy or impose extra morbidity/mortality ratings as per the latest Board approved underwriting policy of the Company. The medical expenses, if any, shall be borne by the policyholder. In case rider benefit is not revived within the revival period, the rider benefit shall be terminated and the Policy Cancellation Value (in respect of the rider benefit), if any, shall be payable and revival of such terminated rider will not be allowed at a later stage

## Section Two: Policy Cancellation Value

Policy Cancellation Value shall be payable only under limited pay policy upon the Policyholder applying for the same before the stipulated date of maturity or at the end of revival period, if the policy is not revived.

The Rider Policy shall acquire a Policy Cancellation Value on payment of premium for two consecutive full years.

Where Policy Cancellation Value = 60% (multiplied by) Total Premiums Paid^ (multiplied by) (Outstanding Policy duration (in months) (divided by) (Policy Term (in months))

^Total Premiums Paid means total of all the Rider premiums received (including modal loading and underwriting extra, if any), excluding taxes

No policy cancellation value shall be payable in respect of regular pay policies. However in case of conversion from Regular pay to Limited pay, PCV value gets acquired only after paying premiums for 2 complete policy years during the limited pay period. Total Premiums Paid, unexpired policy term and original policy term will be calculated from the date of conversion for PCV, where Total Premiums Paid will only consist of premiums paid post conversion.

The rider alone may be discontinued separately or it gets discontinued if the base product is surrendered / discontinued.

Section Three: Loan

No loan shall be available for this Rider.

#### Section Four: Free Look Period

The Policyholder shall have a period of 15 days or 30 days as the case may be from the receipt of this Policy Document to review the terms and conditions of this Policy and if the Policyholder disagrees with any of the terms and conditions, Policyholder has the option to return this Policy stating the reasons for the objections upon which the Company shall refund to the Policyholder the Premium paid subject to deduction of a proportionate risk Premium for the period of risk cover, any expenses incurred by the Company towards medical examination of the Life Insured and stamp duty charges. In case Policy is purchased through distance marketing\*, the Free Look Period shall be 30 days.

\*Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone-calling (ii) Short Messaging Services (SMS) (iii) Electronic mode which includes e-mail, internet and interactive television (DTH) (iv) Physical mode, which includes direct postal mail and newspaper & magazine inserts and (v) Solicitation through any means of communication other than in person

## Section Five: Change premium payment term from regular pay to Limited pay

Under this option, the policyholder can choose to convert the outstanding regular premiums into limited premiums period that may be available under the product subject to the following conditions:

- The maximum age to exercise this option will be the maximum age applicable for Limited Pay.
- Policyholder can exercise this option only after the total premiums for the initial 5 policy years have been paid.

Such alterations shall be in accordance with the Board approved underwriting policy and the Premium rates under such circumstances shall be charged as filed under the product.

## Part E

Charges - Not Applicable

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## Part F General Terms and Conditions

#### Section One: General Terms & Conditions of the Rider

These general terms and conditions are applicable in addition to the general terms and conditions of the Base Policy.

#### Section Two: Suicide Clause

In case of death due to suicide, within twelve months from date of commencement of risk or from the date of revival of the Policy, the Company's only obligations under this Policy shall be to pay an amount equal to higher of 80% of the total Rider Premiums paid (excluding Rider premiums and taxes, if any) or Policy Cancellation Value as on the date of death, if any, provided the policy is in force.

## Section Three: Termination of the Rider

This Rider shall terminate on the occurrence of the first of any of the following events:

- On the maturity of the Rider
- The date of death of the Life Insured
- Once the Rider Sum Assured is paid
- On Completion of applicable revival period if the rider premium were discontinued.
- The date of payment of Policy Cancellation Value
- Upon cancellation of the Rider under the free look option
- The Base Policy to which this Rider is attached to is terminated or surrendered.
- If the Rider Life Insured terminates the Rider

### Section Four: Claim Procedure

In order for the Company to make any payment in accordance with the terms and conditions of this Rider, it is necessary that the Company:

- a) Is immediately notified in writing, and preferably within 90 days of diagnosis of the illness or disability. Company may condone the delay in filing a claim beyond 90 days where the Claimant can establish that the delay was due to unforeseen circumstances and beyond the control of the Claimant.
- b) is provided with the opportunity of establishing to its satisfaction that a claim is payable
- receives all reasonable cooperation and is entitled to seek any documentation and information, including but not limited to:
  - The Company's Claim Form duly completed
  - All Medical/ Hospital records (including Discharge Summary, Indoor Case Papers, Diagnostic reports) pertaining to Critical illness/ Total and Permanent Disability Diagnosis and treatment
  - Certificate by a Medical Practitioner confirming Diagnosis of Critical Illness of the Life Insured;
  - Copy of the First Information Report (wherever applicable) duly attested by the concerned police officials
  - Bank Details of the claimant along with Cancelled cheque/ Bank Passbook with printed name and account number
  - 6) Photo Identity and Address proof of the Claimant

The Company reserves the right to call for additional documents, if such additional documents are warranted to process the claim to our satisfaction.

#### Section Five: Changes to the Rider Terms and Conditions

The Company may alter these Rider Terms and Conditions and the Coverage conferred hereunder if there is a change in the law or taxation, which affects the Company or the Policy. No change will be made without the prior approval of the IRDAI, and notice of all changes will be sent to the Policyholder.

If the Policyholder does not agree with the change, the Policyholder may terminate this Rider by giving the Company written notice within 30 days of the Company sending notice of the change.

## Section Six: Change of Occupation, Profession Etc.

If the Life Insured's occupation, profession or hobbies change then the Policyholder shall within 30 days given the Company written notice of such change, failing which the Company may decline to make payment under this Rider if the Insured Event of the List Insured is directly or indirectly related to, caused by, arises from or is attributed to the change. If notice of a change is given as required, then the Company shall determine what changes to the cover provided under this Rider shall be effected and will send the Policyholder notice of such changes. Within 30 days of notice having been sent, the Policyholder may terminate this Rider by giving the Company written notice of termination.

## Section Seven: Assignment

The provisions of Assignment are governed by Section 38 of Insurance Act, 1938 as amended from time to time. The Assignment as per Base Policy shall be applicable for the Rider.

### **Section Eight: Nomination**

The provisions of nomination are governed by Section 39 of the Insurance Act, 1938 as amended from time to time. The Nomination as per Base Policy shall be applicable for the Rider.

## **Section Nine: Miscellaneous**

The Application Form and other particulars (if any) together with the declarations received from the Policyholder/ Life Insured, form the basis of this Rider. In addition to the terms and conditions and definitions of this Rider, the Rider is also subject to the terms and conditions of the Base Policy. In the event of any inconsistency between the terms and conditions of the Base Policy and this Rider, the provisions of this Rider shall prevail with respect to the matters dealt with this Rider.

### a) Loss of the Policy Document

As per Base Policy of the Rider

#### b) Notices

As per Base Policy of the Rider

### c) Misstatement of Age

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As per Base Policy of the Rider

## d) Currency & Territorial Limits

All Premium and any amounts payable under the Policy are payable within India and in the currency of the Base Policy as specified in the Schedule.

## e) Governing Law & Jurisdiction

As per Base Policy of the Rider

## f) Taxes

In respect of any payment made or to be made under this Policy, the Company shall deduct or charge taxes and other levies as applicable from time to time, at such rates as notified by the Government of India or a body authorized by the Government of India from time to time

## g) Alterations

Rider can be attached to the Base Policy at inception or at any policy anniversary of the Base Policy as per board approved Underwriting Policy and the applicable Rider terms and conditions. Rider shall automatically get discontinued if the Base Policy is surrendered and Policy Cancellation Value under the Rider, if any shall be payable. Once the rider cover is opted out due to any reason, it can't be opted again by the policyholder.

In case of an increase/ decrease in sum assured of the base policy to which the rider is attached, there may be a corresponding increase/ decrease in rider sum assured depending on the terms and conditions of the base product.

## h) Fraud and mis-statement

As per Base Policy of the Rider

PART G
Other Details- As per Base Policy Document