

AVIVA GROUP ACCIDENTAL DEATH BENEFIT NON-LINKED RIDER (UIN: 122B039V01)

PART A

A.1 Definitions

The following words or phrases have the meanings given to them below wherever they appear in the Master Policy Document:

1. **Accident** means a sudden, unforeseen and an involuntary event caused by external, visible and violent means.
2. **"Accidental Death"** shall mean death:
 - a) which is caused by Bodily Injury resulting from an Accident and
 - b) which occurs due to the said Bodily Injury solely, directly and independently of any other causes and
 - c) which occurs within 180 days of the occurrence of such Accident but before the expiry of the cover.
3. **Actively at work** under the policy shall mean when the Member is rendering his/her services to the employer, and includes circumstances where the Member is working from his/her residence or premises other than the designated work space at the office or other premises of the employer, pursuant to specific directions issued by the employer and/or by the Central or State Government and any statutory and governmental authority.
4. **Age** means a Member's age on his last birthday as specified in the Register of Members.
5. **Assignee** is the person to whom the rights and benefits are transferred by virtue of an Assignment.
6. **Assignment** is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938 as amended from time to time.
7. **Assignor** means the person who transfers the rights of the life insurance policy to the Assignee.
8. **"Bodily Injury"** means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.
9. **Certificate of Insurance or COI** means the certificate We issue to a Member to confirm his coverage under the Master Policy.
10. **Claimant** means the Nominee or Beneficiary or Appointee (if Nominee is less than 18 years of age) and where there is none, the person/s named in Member's will or Member's legal heirs as per Succession Laws of India, as the case may be.
11. **Cover End Date** means the date on which the Member's cover ends as is specified in the Schedule of the COI or master policy register with insurer.
12. **Cover Period** means the period from the Member Effective Date to the Cover End Date.
13. **Death Benefit** means the amount payable by Us to the Claimant in accordance with Part B.
14. **Grace Period** means the time granted by the insurer from the due date for the payment of premium, without any penalty or late fee, during which time the rider policy is considered to be in-force with the risk cover without any interruption, as per terms and conditions of the rider policy. Grace period of 30 days will be allowed from the premium due date for Half Yearly and Quarterly modes and 15 days for monthly mode. There will not be any grace period for yearly mode. If insured event occurs during the grace period, the insurance benefit payable shall be rider Sum Insured after deduction of the due unpaid premiums till following policy anniversary.
15. **Insured Event** under this Rider Policy means Accidental Death of the Life Insured.
16. **IRDA of India or IRDAI** means Insurance Regulatory and Development Authority of India established under the IRDA Act, 1999.
17. **Master Policy Document** means the arrangements established by this Master Policy and Add-Ons/Riders, if any, and includes, the Proposal Form, the Schedule and any additional statements or documents provided to Us by You in respect of the Proposal Form and any endorsements issued by Us.
18. **Master Policy** means the contract of insurance entered into between You and Us as evidenced by this Master Policy Document.
19. **Medical Practitioner** 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 setup 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 license, but excluding a Medical Practitioner who is:

- i. Life Assured/Spouse himself/herself or an agent of the Life Assured/Spouse or
- ii. Insurance Agent, business partner(s) or employer/employee of the Life Assured/Spouse or
- iii. A member of the Life Assured's/Spouse's immediate family.

20. **Member or Insured** means a person who meets the eligibility criteria specified in Part F of the Master Policy Document and, whose name has been recorded in the Register of Members.
21. **Member Effective Date** means the date last entered in the Register of Members upon which the Member's insurance cover under this Master/Rider Policy if any, commenced.
22. **Modal Premium or Premium** means the amount payable by You to Us at the Policy Commencement Date and at each Premium Due Date to keep the Master/Rider Policy in force and effect. This includes extra premium, if any, but excludes taxes.
23. **Nomination** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
24. **Nominee** means the person named in the Register of Members in respect of each Member, who has been nominated in accordance with Section 39 of Insurance Act, 1938, as amended from time to time.
25. **Register of Members** means a register maintained by Us containing details of each Member and updated from time to time, which is deemed to be incorporated in and form part of this Master Policy.
26. **Risk Commencement Date** means the date given in the Schedule from which We accept the risk under this Rider, if any.
27. **Revival** means revival of the Master Policy which has been discontinued due to non-payment of the due Premiums as per the terms and conditions of the Master Policy.
28. **Revival Period** means a period up to 180 days from the date of first unpaid Premium but within the Master Policy Year.
29. **Rider Sum Assured** means the amount payable by Us to the Claimant in accordance with Part B and stated in the register of members record.
30. **We, Us or Our** means the Aviva Life Insurance Company India Limited.
31. **You or Your or the Master Policyholder** means the person named in the Schedule who has concluded this Master Policy with Us.

A.2 Interpretation

In this Rider/Master Policy, where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment includes any subsequent amendment to that enactment and reference to days means calendar days only. In case of any conflict in the provisions of this Rider/Master Policy Document and Certificate of Insurance, the provisions of this Rider/Master Policy Document shall prevail.

PART B

Benefits

1. Rider Benefits

- 1.1 This is a Rider benefit which is in addition to the benefits under the Base Policy and this Rider is only granted along with the Base Policy and benefits shall be subject to continuation of the Base Policy along with this Rider.
- 1.2 Upon the occurrence of the Insured Event, we shall pay the Rider Sum Assured, provided that:
 - 1.2.1 all the due Rider Premiums till the date of Insured Event have been received by Us in full along with the due Regular Premiums under the Base Policy.
 - 1.2.2 the Insured Event does not result either directly or indirectly from any one of the following causes:
 - i. Intentional self-inflicted injury, attempted suicide, while sane or insane;
 - ii. Insured person being under the influence of drugs, alcohol, narcotics, psychotropic substances unless taken in accordance with the lawful directions and prescription of a Doctor;
 - iii. 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;
 - iv. Taking part in any naval, military or air force operations during peace time or during service in any police, paramilitary or any similar organization;
 - v. Participation by the Insured person in any flying activities, except as a bona fide, fare-paying passenger of a recognized airline or Pilot and cabin crew of a commercial airline, on regular route and on a scheduled timetable;
 - vi. Participation by the Insured person in a criminal or unlawful act or criminal intent;
 - vii. 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; bungee-jumping
 - viii. Nuclear contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- 1.3 We will pay only one claim under this Rider. Upon acceptance of the first claim under this Rider, no further claims shall be accepted by Us.

2. Surrender Value

No survival/maturity/surrender benefit is payable on the expiry of the membership of the scheme or on termination of the insurance. In case the group rider policy is surrendered by You, We shall give an option to individual members of the group, on such surrender, to continue the coverage and shall continue to be responsible to serve such members till their coverage is terminated/expires.

PART C

1. Free Look

The Master Policyholder will be allowed a period of 15 days (30 days if the rider policy is sourced through distance marketing) from the receipt of the rider policy to review the terms and conditions of the rider policy and to return the same if not acceptable.

If the Insured has not made any claim during the free look period the insured shall be entitled to refund of the premium paid less any expenses incurred on the medical examination of the insured along with proportionate risk premium for the period on cover and the stamp duty charges, if any.

2. Revival:

- 2.1 If premium is not received within the Grace Period, the rider policy will be discontinued.

Revival is available up to 180 days from the date of first unpaid Premium but within the policy term of one year. Revival period will not exceed the term of the rider policy.

The revival shall be subject to following:

- a) The Master Policyholder gives the Insurer written request for revival and proposed date of Revival.
- b) The Insurer agrees to revive the rider Policy, for which purpose the Master Policyholder shall comply with any requests for information and documentation made by the Insurer as per Insurer's Board Approved Underwriting Policy.
- c) The Master Policyholder makes payment of all outstanding Premiums due from the last date of receipt of Premium to the proposed date of revival.
- d) The revival of the Policy shall only be effective from the date on which the Insurer has issued a written endorsement confirming the revival of the rider Policy.
- e) The Master Policyholder understands and agrees that there is no obligation on the Insurer to revive the rider Policy or to revive it on the same terms and the revival is subject to the underwriting requirements of the Insurer as applicable from time to time as per their Board Approved Underwriting Policy.

3. Premium Paying Term

The rider policy shall be annually renewable and the premium shall be payable on yearly basis. However, the annual premium can be paid on via half yearly, quarterly or on monthly instalment basis also.

Premium is payable by the Master policyholder. In case an eligible member becomes insured member during the policy year, a pro-rata premium shall be payable for that member. Similarly, in case a member ceases to be an insured member during a policy year, the insurer will refund pro-rata premium in respect of that member for that policy year.

Pro- rata premium is calculated by using following formula:

$$N/T \times \text{Modal Premium}$$

Where N is the number of days yet to be expired till the due date of next premium

Where T is the number of days for which Modal Premium is paid

4. Payment of Premium under Grace Period

If We do not receive the Rider Premium in full on or before the due date then, You can pay the outstanding Rider Premium within the Grace Period as defined above. If Insured Event occurs during the Grace Period, the insurance benefit payable shall be rider Sum Insured after deduction of the due unpaid premiums till following Policy Anniversary.

5. Procedure for Death Benefit Payment

We shall pay the Benefit defined under this Rider if the following details/ documents are provided to Our satisfaction:

- a) Completed and signed claim form (including NEFT details and bank account proof as specified in the claim form).
- b) Duly attested copy of COI.
- c) Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR)
- d) Newspaper articles/ cutting, if any
- e) Employer's questionnaire, if applicable.
- f) Valid identification and address proof of the Claimant.
- g) Any other documents or information as may be requested by Us to investigate the claim.

PART D

1. Applicable Charges
Loss of Policy Document Fee: Rs.250 plus applicable taxes
2. Fund Options
Not applicable to the Policy
3. Fund Name
Not applicable to the Policy

PART E

General Terms & Conditions

Please refer PART F of Master Policy Document