

# ING ACCIDENTAL DEATH, DISABILITY AND DISMEMBERMENT BENEFIT (ADDDDB)

UIN-114B002V02

## TERMS AND CONDITIONS

### 1. PREAMBLE:

This life insurance contract, evidenced by the Rider, is entered into by the Company with the Policy Holder to the Base Policy to which this Rider is getting attached (the "Base Policy **Schedule**"). The Rider is issued, on the basis of the Proposal Form and Declaration from the Proposer and the Life Assured. Subsequently the Company and the Proposer agreeing that the said Proposal and Declaration and any statements made or referred to therein shall be the basis of the Rider and upon receipt of the first premium and the Proposer agreeing to pay the subsequent premiums as stated in the Schedule of the 'Base Policy' or 'Rider Endorsement Letter'.

### 2. DEFINITIONS

In this Rider, unless the context requires otherwise, the following words and expressions shall have the meaning ascribed to them respectively herein below:

**"Accident"** shall mean a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**"Benefits"** shall refer to the benefits set out in Clause 4 under this Rider.

**"Base Policy"** shall refer to the Policy to which the Rider is attached.

**"Company"** shall mean ING Vysya Life Insurance Company Limited.

**"Date of Diagnosis"** is the date on which the Specialist first certifies the Diagnosis of the said disability.

**Date of admission of Claim:** The date on which the company notifies the Policyholder of acceptance of liability under the claim

**"Death"** refers to death, which

- results from bodily injury caused by an accident, and
- occurs directly from the said injury and independently of all other causes, and
- occurs within 180 days from the date of said injury.

**"Diagnosis"** means the certified diagnosis of the said disability as Total and Permanent of the Life Assured in a Hospital or by a Specialist during the period when the Rider is in Force;

**Dismemberment of a limb** means physical severance of an arm at or above the wrist, or of a leg at or above the ankle and

- results from bodily injury caused by an accident, and
- results directly from the said injury and independently of all other causes, and
- occurs within 180 days of the said accident

**Dismemberment of thumb and index finger:** means severance of thumb and index finger at or above metacarpo-phalangeal joint and

- results from bodily injury caused by an accident, and
- results directly from the said injury and independently of all other causes, and
- occurs within 180 days of the said accident

**"Effective Date"** refers to the Date of Risk Commencement or Risk Commencement Date as specified in the Base Policy Schedule, or the date on which the Rider is incorporated and as mentioned in the Rider Endorsement Letter or the Endorsement on Addition of Rider or the date of reinstatement, whichever is the latest.

**"Eligible Person"** means the Policyholder or nominees or proving executors of administration or other legal representatives, as per the applicable regulations.

**"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 the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- 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;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

**"Life Assured"** shall mean the person referred to under the Base Policy Schedule.

**"Loss" shall** mean physical severance or total and irrevocable loss of use which

- results from bodily injury caused by an accident, and
- results directly from the said injury and independently of all other causes, and
- occurs within 180 days of the said accident

**"Medical Practitioner"** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license and is not a relative of the Policy Holder/Life Assured.

**"National Operations Office"** means the central office for operations of the Company primarily responsible for new business underwriting, policy issuance, policy owner services, customer services, including complaint handling, processing claims, surrender, maturity and activities related hereto;

**"Policy Holder"** shall mean the person referred to under the Base Policy Schedule or any person in whose favour the base Policy is assigned in terms hereof.

**"Policy Year"** means a period of twelve (12) consecutive months starting with the Policy Commencement Date or Date of Policy Commencement as mentioned in the Base Policy Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period.

**"Date of Risk Commencement" or "Risk Commencement Date"** means the date as specified in the Base Policy Schedule, or the date on which the Rider is incorporated and as mentioned in the Rider Endorsement Letter or the Endorsement on Addition of Rider.

**"Rider Endorsement Letter" or "Endorsement on Addition of Rider"** means the letter issued by the

Company on any Policy Anniversary date to which this Rider Policy is attached to and forms part of this policy.

**"Rider" or "Rider Policy"** means this ING Accidental Death, Disability and Dismemberment Benefit mentioned in the Schedule of the 'Base Policy' or 'Rider Endorsement Letter'.

**"Rider Risk Cessation Date" or "Rider Expiry Date"** means the date as specified in the Base Policy Schedule or where this Rider has been attached after issuance of the Policy, the date as specified in the Rider Endorsement Letter.

**"Specialist"** means a registered medical practitioner in Allopathy, who possesses recognized specialist qualification to practice in the relevant medical field and whose name appears in the specialists' registry of the Indian Medical Council or the medical council of the appropriate country, as the case may be but excludes Policy Holder/Life Assured of the Base Policy or any relative of the Policy Holder/Life Assured.

**Total and Permanent Disability: refers to the disability, which**

- results from bodily injury caused by an accident, and
- results directly from the said injury and independently of all other causes, and
- occurs within 180 days of the said accident, and
- completely, continuously and permanently prevents the Life Assured from engaging in any
- work, occupation or profession to earn or obtain any wages, compensation or profit.

### 3. RIDER POLICY DESCRIPTION

ING Accidental Death, Disability and Dismemberment Benefit is the name of the Rider of the Company. It can be attached to traditional products and would be treated similar to that of the base policy and accordingly the provisions of base plan would apply.

### 4. BENEFITS PAYABLE UNDER THIS RIDER

This Rider witnesses that if the Life Assured sustains bodily injury caused by an accident which occurs on or after the Effective Date but before the termination of this Rider, resulting in the events mentioned in the Table of Benefits below, the Company shall, subject to the definitions, terms, conditions and exclusions of this Rider and the relevant Conditions of the Policy, pay to the beneficiaries, the benefits in accordance with the said tables mentioned below, based on the Sum

Assured under this Rider stated in the Schedule or the Endorsement.

**Table of Benefits**

Event	Benefit payable as a percentage of Sum Assured	Time of payment
Death	100%	Immediately on admission of claim
<b>Dismemberment of</b>		
A) Thumb and index finger on same hand	25%	Immediately on admission of claim
B) Any one limb	50%	Immediately on admission of claim
C) Two limbs or more	100%	Immediately on admission of claim
<b>Total and Permanent</b>		
A) Loss of speech	25%	As specified in the table of payments
B) Loss of hearing in both ears	50%	As specified in the table of payments
C) Loss of use of any one limb	50%	As specified in the table of payments
D) Loss of use of two limbs or more	100%	As specified in the table of payments
<b>Total and Permanent Disability</b>	100%	As specified in the table of payments

**Table of Payments**

Payable on	Percentage of benefit payable
Date of admission of the claim by the company	10%
Date of admission of claim OR 180 days after being diagnosed as permanently disabled, whichever is later	30%
Date of admission of claim OR one year after being diagnosed as permanently disabled, whichever is later	30%
Date of admission of claim OR two years after being diagnosed as permanently disabled, whichever is later	30%

In case of death of the Life Assured before receiving the last installment of benefit as mentioned above, the balance amount due will be paid to the beneficiaries in lump sum.

The total amount of benefits payable under this rider during the term of this rider shall not exceed 100% of the Sum Assured of this Rider.

**4.1. Conditions for Payment of Benefits under this Rider**

**4.1.1.** Where the amount paid on account of dismemberment as specified in the Table of Benefits is less than 100% of the Sum Assured of this Rider, only the balance of the Sum Assured shall be paid on subsequent claim, if any, under this Rider for Death, Disability or Dismemberment.

**4.1.2.** Where severance of thumb and index finger on any one arm is followed by subsequent severance of the same arm arising out of the same accident, the maximum total benefit payable shall be that which is payable on severance of an arm (any partial benefit already paid on severance of thumb and index finger shall be deducted).

**4.1.3.** The Proposer and/or the Life Assured shall inform the Company in writing if there is any change in the nature of occupation of the Life Assured or if the Life Assured takes up any additional occupation. The Company reserves the right to cancel this Rider, if the new occupation is uninsurable as per the underwriting norms of the Company on that date. If the Company is not notified of the change and the new occupation is uninsurable as per the Company's underwriting norms, no benefits under this Rider shall become payable in the event of disability and the Company shall not refund any part of the premiums paid in respect of this Rider.

**4.1.4.** A written notice of accident should be submitted to the Company within 30 days from the date of accident. A claim in respect of accidental death, disability or dismemberment should be submitted within 30 days from the date of death, disability or dismemberment and proof satisfactory to the Company of the admissibility of claim, should be provided by the Policyholder or his legal representatives at their own expense within a reasonable time. The Company reserves the right to call for such medical or other evidence as it may require and for this purpose, may, in case of disability or dismemberment, advise the Life Assured to submit himself/herself to further medical examinations by the medical practitioners appointed by the Company. Any failure on the part of the Policyholder or the Life Assured, to provide the required proof or to submit to such medical examinations shall result in repudiation of the claim under this Rider and the Company shall not be liable to refund any premiums paid under this Rider.

**4.1.5.** The Proposer and/or the Life Assured shall inform the Company in writing if the Life Assured recovers from the said disability. The Company reserves the right to seek proof of continued disability of the Life Assured. The same shall be submitted by the Life Assured or his/her legal representatives at their own expense.

**4.1.6.** This Rider must be in force on the date of accident and on the dates shown below:

- In case of death due to accident on the date of death.
- In case of disability due to accident, on the date of diagnosis of the said disability as total and permanent disability.
- In case of dismemberment due to accident, on the date of dismemberment.

**4.1.7.** If at any time after the claim for total and permanent disability, total and permanent loss of use or

dismemberment has been admitted, it is found that the claim was not admissible as per the conditions of this Rider, the Company reserves the right to stop all further payments under the said claim and recover from the Policyholder and/or the claimants, all the amounts paid in respect of such a claim, with interest at the rate determined by the Company from time to time.

**5. GENERAL EXCLUSIONS:**

This Rider shall not cover any death, disability or dismemberment caused directly or indirectly by any of the following:

- 5.1. Any disease or infection.
- 5.2. Intentional self-inflicted injury, suicide or attempted suicide, while sane or insane.
- 5.3. Life Assured being under the influence of alcohol, narcotics, psychotropic substances or drugs unless taken in accordance with the lawful directions and prescription of a qualified and registered medical practitioner.
- 5.4. War (declared or undeclared), war-like operations, invasion, civil commotion, riots or revolution.
- 5.5. Participation in any flying activity, except as a bonafide passenger in a commercially licensed aircraft.
- 5.6. Participation in a criminal or unlawful act.
- 5.7. Any injury sustained before the Effective Date of this Rider.
- 5.8. Participation in hazardous sports, hobbies or pastimes including (but not limited to) racing, parachuting, mountaineering etc.
- 5.9. Atomic energy explosion or radiation of any kind.

**6. PREMIUM**

- 6.1. The rider premiums as specified in the Base Policy Schedule or the Rider Endorsement Letter is payable by the policyholder on or before the due dates.
- 6.2. The premium mode selected by the policyholder can be changed by giving to the Company a written request and such change of premium mode on acceptance shall become effective only on the policy anniversary following the receipt of such request by the company. A change in the premium mode will lead to a revision in the modal premium amount. Such change in the premium mode will only be allowed subject to a similar change for the Base Policy to which this rider is attached.

In the event the policyholder makes a choice of monthly premium payment mode, three (3) months premiums shall be collected in advance on the date of commencement of the policy and adjusted towards the policy only on the due dates. These advance premiums shall be non-refundable, except in case of Free Look Cancellation of this policy

**7. GRACE PERIOD:**

The grace period allowed for payment of premium under this Rider shall be the same as the grace period mentioned under the Base Policy. The rider coverage continues during the grace period and shall terminate automatically at the end of the grace period if the premium is not paid. If the grace period of the base policy is 15 days, the rider cover will cease after the grace period; however it will be considered for renewal without underwriting till 30 days from the due date of premium.

**8. REINSTATEMENT**

If the Rider alone is withdrawn or discontinued then it cannot be reinstated. However, subject to approval of the Company and the prevailing board approved Underwriting policy, if the Base Policy is lapsed, the Rider shall also lapse and this Rider may be reinstated only with the Base Policy subject to payment of all Premiums as applicable to the Base Policy and the Rider from the due date for payment of the first unpaid premiums subject to the following conditions:

- 8.1 A written application is received from the Policyholder by the Company, for reinstatement of the Base Policy and the Rider together with evidence of insurability and health of the Life Assured, if required, to the satisfaction of the Company and such other requirements which may be reasonably prescribed by the Company.
  - 8.1.1 The eligibility for the Rider to be reinstated is further subject to the following conditions:
    - 8.1.1.1 Rider is not terminated by virtue of attainment of the Rider Risk Cessation Date of the Rider or by virtue of payment of the benefit under the Rider;
    - 8.1.1.2 The Company has not received a request to terminate the Rider; and
    - 8.1.1.3 All amounts necessary to reinstate the Rider including

interest on due premiums as per the then prevailing rules of the Company are received by the Company.

- 8.2** The Company reserves the right to accept or reject any application for reinstatement of the Rider or accept any application subject to such conditions, as the Company may consider appropriate. The reinstatement, if accepted, may come into effect from such date as the Company may communicate in writing. Since the Company shall be relying on the statements made by the Policyholder / Life Assured to the Company and its medical examiner in deciding on reinstatement of a lapsed Base Policy/Rider, if any incorrect or untrue statement has been made or any material fact has been suppressed, the Company shall be entitled to cancel the reinstatement of the Rider and repudiate any claim for Benefits under the Rider so re-instated and refund the entire amount paid towards such reinstatement excluding the cost incurred towards medical examination and stamp duty (if applicable) to the Eligible Person.

**9. TERMINATION:**

This Rider shall terminate on the earlier of any one of the below:

- 9.1.** Nonpayment of rider premium within the grace period.  
or
- 9.2.** Base Policy attaining the paid-up status or Surrender of the Base Policy or Termination of Base Policy.  
or
- 9.3.** On payment of 100% of the Sum Assured under this Rider.  
or
- 9.4.** On attaining Rider Risk Cessation Date.

Whenever the insurance under this Rider is terminated, the additional premiums payable under this Rider are no longer payable. Subsequent payment of such premiums or acceptance of such premiums by the Company shall not create any liability on the Company, except for the refund of the premium so accepted.

**10. DOCUMENTATION FOR CLAIM - PROOF OF ACCIDENTAL DEATH DISABILITY AND DISMEMBERMENT BENEFIT**

In the event of a claim arising under this Rider, the Eligible Person shall endeavor to intimate the Company

in writing of the claim along with the following documents within 30 days of the claim arising to enable the Company to process the claim.

- 10.1.** Claim Form; and
- 10.2.** Original Policy Bond; and
- 10.3.** Copies of FIR (First information Report, Final Investigation Report) duly attested; and
- 10.4.** Evidence provided by Specialist along with the details of prognosis of the condition; and,
- 10.5.** Appropriate Medical Investigations and/or reports including, but not limited to, clinical, radiological, histological and laboratory evidence; and
- 10.6.** Permanent disability certificate from appropriate authority
- 10.7.** If employed, a certificate from the employer

**Delay in intimation of claim or submission of documents for the reasons beyond the control of the insured/claimant may be condoned by the Company.**

**Note:** Notwithstanding anything contained in this Clause and depending upon the cause or nature of claim, the Company reserves the right to call for additional documents or information, including documents/information concerning the Disability, title of the person claiming Benefits, age of the Life Assured as stated in the Proposal, if not previously admitted under this Rider, to the satisfaction of the Company, for processing of the claim. The Company further reserves the right to call for such medical examinations as it may require and for this purpose, may advise the Life Assured to submit himself/herself to further medical examinations by a Specialist approved by the Company for this purpose. The decision of the Specialist approved by the Company shall be final. Any failure to provide the required proof or to submit to such medical examinations will result in repudiation of the claim under this Rider. In that event the Company shall not be liable to refund any premiums paid under this Rider. Payment of the Benefit under the Rider shall be subject to deduction of any indebtedness to, or lien of, the Company under the Rider. The Company shall settle claims including its rejections, within 30 days of the receipt of the last necessary document/s.

**11. SURRENDER VALUE:**

No surrender value is payable under this Rider Policy.

**12. LOANS:**

No loans will be admissible under this Rider Policy.

**13. FREE LOOK PROVISIONS**

The Policyholder shall have a period of 15 days (30 days if the Policy is sourced through Distance Marketing) from the date of receipt of the Policy document to review the terms and conditions of this Policy and if the Policyholder disagrees with any of the terms and conditions, he/she has the option to return the Policy stating the reasons for the objections upon which the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover in addition to the expenses incurred on medical examination (if any) and the stamp duty Charges. All Benefits and rights under this Policy shall immediately stand terminated at the cancellation of the Policy

**14. AGE:**

The age of the Life Assured has been admitted on the basis of the declaration by the Life Assured / Proposer in the Proposal form of the Base Policy. If the age of the Life Assured is found to be different from that declared, the Company may, at its discretion, adjust either the premiums or the Benefits as it deems fit. The Rider shall however become void from commencement, if the age of the Life Assured at the Risk Commencement Date is found to be higher than the maximum or lower than the minimum entry age that was permissible under the Rider at the time of its issue.

**15. FORFEITURE IN CERTAIN EVENTS:**

In case the premiums have not been duly paid or any conditions applicable to this Rider have been contravened or violated or it is found that any untrue or incorrect statement is contained in the Proposal form of the Base Policy/declaration of health for the Rider, Declaration or any personal statement and connected documents or any material information is withheld, then in any such case but subject to the provisions of section 45 of the Insurance Act 1938, the Rider shall become null and void and all monies received by the Company under this Rider shall stand forfeited to the Company and the Company shall be relieved and discharged from all its obligations under this Rider including inter alia from its obligations to pay Benefits under this Rider.

Notice of any nomination must be submitted in writing to the Company at its office issuing this Policy or at the office servicing this Policy as communicated to the Policyholder from time to time.

**16. NOMINATION**

The nomination of the Rider Policy is allowed only along with the Base Policy.

In registering a nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

**17. ASSIGNMENT**

Assignment is not allowed under this Rider Policy.

**18. GRIEVANCE REDRESSAL /COMPLAINTS: CONTACT INFORMATION FOR FEEDBACK, COMPLAINTS & GRIEVANCES REDRESSAL**

In case the Eligible Person has any query or complaint/grievance, please feel free to approach our office through any of the following channels

**Level 1**

Call Us	Email Us	Contact Us
Call Our Toll Free Number 1800 – 419 8228/ +91 9880888228	Email Us at <a href="mailto:customer.service@inglife.co.in">customer.service@inglife.co.in</a>	'Contact Us at Our branch office nearest to You or call toll free number to ascertain the address of the nearest branch office.'

**Level 2**

In case the Eligible Person is not satisfied with the decision of the above office, or has not received any response within 10 days, the Eligible Person may contact the following official for resolution:

Complaints Officer

ING Vysya Life Insurance Company Limited  
Gold Hill Square, 1st Floor, 690  
Hosur Road, Bangalore – 560068  
Email: [complaintscell@inglife.co.in](mailto:complaintscell@inglife.co.in)  
Toll Free Number 1800-419 8228  
Tel No: 080 4134 5212  
Fax No: 080 4110 0700

Please quote the reference number provided to you in your earlier interaction along with your policy/contract number to help us understand and address your concern.

**Level 3**

Head Customer Service@ Email – In case you are not

satisfied with the decision of the above, you can mail the Head Customer Service:  
head.customerservice@inglife.co.in

#### Level 4

In case the Eligible Person is not satisfied with the decision/resolution of the Company, the Eligible Person may approach the nearest Insurance Ombudsman as per the address mentioned in **Annexure 'Ombudsman List'** if your grievance pertains to:

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

The complaint should be made in writing duly signed by the complainant or by his legal representative with full details of the complaint and the contact information of complainant.

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made

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

**Policyholder's attention is invited to Section 45 of the Insurance Act, 1938, which is reproduced below for reference:**

**Section 45. Policy not to be called in question on ground of mis-statement after two years**

**No policy of life insurance effected before the commencement of this Act shall, after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy-holder and that the policy-**

**holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:**

**PROVIDED that nothing in this section shall prevent the insurer from calling 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 that the age of the life insured was incorrectly stated in the proposal.**

#### 19. Consent to Disclosure of Personal Data:

This is to bring to the express notice of the Policyholder/Life Assured that the Personal data including the health details and medical records (Hereinafter Data) of the Policyholder and/or the Life Assured shall be used by the Company and that such information may be disclosed or transferred by the Company to any third party/Group Companies in pursuance of its business requirements in the process of servicing the policy. The Policyholder's acceptance of the Policy terms and conditions beyond the Free Look Period shall be deemed to be taken as express consent regarding the use of their Data. For any information or clarification please contact the Complaints Officer mentioned in this Policy.