

## Part A

<<31 March 2015>>  
<<Policyholder's Name>>  
<<Policyholder's Address>>  
<<Policyholder's Contact Number>>

Dear <<Policyholder's Name>>,

### **Sub: Your Policy no. << >>**

We are glad to inform you that your proposal has been accepted and the HDFC Life Easy Health ("Policy") being this document, has been issued. We have made every effort to design your Policy in a simple format. We have highlighted items of importance so that you may recognize them easily.

### **Policy document:**

As an evidence of the insurance contract between HDFC Life Insurance Company Limited and you, the Policy is enclosed herewith. Please preserve this document safely and also inform your nominees about the same. A copy of your proposal form and other relevant documents submitted by you is also enclosed for your information and record.

### **Cancellation in the Free-Look Period:**

In case you are not agreeable to any of the provisions stated in the Policy, you have the option to return the Policy to us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If you have purchased your Policy through Distance Marketing mode, this period will be 30 days. On receipt of your letter along with the original Policy, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any). A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

### **Contacting us:**

The address for correspondence is specified below. To enable us to serve you better, you are requested to quote your Policy number in all future correspondence. In case you are keen to know more about our products and services, we would request you to talk to our Certified Financial Consultant (Insurance Agent) who has advised you while taking this Policy. The details of your Certified Financial Consultant including contact details are listed below.

To contact us in case of any grievance, please refer to Part G. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region.

Thanking you for choosing HDFC Life Insurance Company Limited and looking forward to serving you in the years ahead, Yours sincerely,

<< Designation of the Authorised Signatory >>

**Branch Address:** <<Branch Address>>

**Agency Code:** <<Agency Code>>

**Agency Name:** <<Agency Name>>

**Agency Telephone Number:** <<Agency mobile & landline number>>

**Agency Contact Details:** <<Agency address>>

Address for Correspondence: HDFC Life Insurance Company Limited, 11<sup>th</sup> Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.

Registered Office: HDFC Life Insurance Company Limited, Lodha Excelus, 13<sup>th</sup> Floor, Apollo Mills Compound, Mahalaxmi, Mumbai- 400 011. CIN: L65110MH2000PLC128245 website:<www.hdfclife.com>.

Helpline number: 18602679999 (Local charges apply)

**POLICY DOCUMENT- HDFC LIFE EASY HEALTH**

**Unique Identification Number: << >>**

Your Policy is a Single Premium paying non participating non linked fixed benefit health plan. This document is the evidence of a contract between HDFC Life Insurance Company Limited and the Policyholder as described in the Policy Schedule given below. This Policy is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given to the Short Medical Questionnaire (SMQ) by the Life Assured, and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder. This Policy is effective upon receipt and realisation, by the Company, of the consideration payable as Premium under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

**POLICY SCHEDULE**

**Policy Number: << >>**

**Client id:<< >>**

**Policyholder Details**

<b>Name</b>	<< >>
<b>Address</b>	<< >>

**Life Assured Details**

<b>Name</b>	<< >>
<b>Address</b>	<< >>
<b>Date of Birth</b>	<< dd/mm/yyyy >>
<b>Age on the Date of Risk Commencement</b>	<< >> years
<b>Age Admitted</b>	<<Yes/No>>

**Policy Details**

<b>Date of Commencement of Policy</b>	<<Date>>
<b>Date of Risk Commencement</b>	<< Risk Commencement Date >>
<b>Date of Issue/Inception of Policy</b>	<< Issue Date>>
<b>Plan Option</b>	<< >>
<b>Sum Insured</b>	<< >>
<b>Single Premium</b>	Rs. << >>
<b>Premium Paying Term</b>	Single
<b>Policy Term</b>	5 years
<b>Cover Ceasing Date</b>	<< dd/mm/yyyy >>

The Premium amount is excluding any applicable taxes and levies leviable on the Premium. Amount of taxes and levies will be charged at actuals as per prevalent rate.

**NOMINATION SCHEDULE**

<b>Nominee's Name</b>	<<Nominee-1 >>	<<Nominee-2 >>
<b>Nominee's Relationship with the Life Assured</b>	<<Nominee-1 >>	<<Nominee-2 >>
<b>Date of Birth of Nominee</b>	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
<b>Nominee's Age</b>	<< >>	<< >>
<b>Nomination Percentage</b>	<< >> %	<< >> %
<b>Nominee's Address</b>	<< >>	<< >>
<b>Appointee's Name</b> (Applicable where the nominee is a minor)	<< >>	
<b>Date of Birth of Appointee</b>	<< dd/mm/yyyy >>	
<b>Appointee's Address</b>	<< >>	

Signed at Mumbai on <<>>

For HDFC Life Insurance Company Limited

Authorised Signatory

Note: Kindly note that name of the Company has changed from "HDFC Standard Life Insurance Company Limited" to "HDFC Life Insurance Company Limited".

In case you notice any mistake, you may return the Policy to us for necessary correction.

**SPACE FOR ENDORSEMENTS**

## Part B

### Definitions

The following capitalised terms wherever used in this Policy shall have the meanings given hereunder:

- (1) **Accident**- means a sudden, unforeseen and involuntary event caused by external, visible and violent means;
- (2) **Appointee**- means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the benefits under this Policy on the death of the Life Assured while the Nominee is a minor;
- (3) **Cancellation**- it defines the terms on which the policy contract can be terminated either by the insurer or the Life Assured by giving sufficient notice to other which is not lower than a period of fifteen days. This shall be subject to Section 45 of the Insurance Act, 1938 as amended from time to time;
- (4) **Company, company, Insurer, Us, us, We, we, Our, our** – means or refers to HDFC Life Insurance Company Limited;
- (5) **Critical Illness(es)** - The Critical Illnesses covered under this Policy document are as follows:

S.No	Name of Disease	Definitions of Critical Illnesses
1	Cancer of specified severity	A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma. The following are excluded :- i. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3. ii. Any skin cancer other than invasive malignant melanoma iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0 iv. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter v. Chronic lymphocytic leukaemia less than RAI stage 3 vi. Microcarcinoma of the bladder vii. All tumours in the presence of HIV infection.
2	First Heart Attack – of specified severity	The first occurrence of 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 this will 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. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T ii. Other acute Coronary Syndromes iii. Any type of angina pectoris.
3	Kidney Failure requiring regular 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.
4	Stroke resulting in 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 extracranial source. Diagnosis has to be 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: i. Transient ischemic attacks (TIA) ii. Traumatic injury of the brain iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.
5	Alzheimer's Disease / Irreversible Organic Degenerative Brain Disorders	Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's Disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured. This diagnosis must be supported by the clinical confirmation of an appropriate Registered Medical practitioner who is also supported by the Company's appointed doctor.  The following are excluded: • Non-organic disease such as neurosis and psychiatric illnesses; and • Alcohol-related brain damage.

6	Apallic Syndrome	Universal necrosis of the brain cortex with the brainstem remaining intact. Diagnosis must be confirmed by a neurologist acceptable to the Company and the condition must be documented for at least one month.
7	Benign Brain Tumour	A benign brain tumor means a tumor that is in the brain or meninges excluding the skull, spinal cord; and where all of the following conditions are met – (i) It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, (ii) Computerized Tomography, or other reliable imaging techniques. The following are excluded: • Cysts; • Granulomas; • Vascular malformations; • Haematomas; • Tumours of the pituitary gland or spinal cord; and • Tumours of acoustic nerve (acoustic neuroma).
8	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: i. No response to external stimuli continuously for at least 96 hours; ii. Life support measures are necessary to sustain life; and iii. 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 directly from alcohol or drug abuse is excluded.
9	End Stage Liver Disease	End-stage liver disease means chronic end-stage liver failure that causes all of the following: • Uncontrollable ascites; • Permanent jaundice; • Oesophageal or gastric varices; or • Hepatic encephalopathy. Liver disease secondary to alcohol or drug abuse is excluded.
10	End Stage Lung Disease	Final or end-stage of lung disease, causing chronic respiratory failure, as demonstrated by all of the following: • FEV1 test results consistently less than 1 litre; • Requiring permanent supplementary oxygen therapy for hypoxemia; • Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO2 < 55mmHg); and • Dyspnea at rest. The diagnoses must be confirmed by a qualified pulmonologist acceptable to the Company.
11	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. Activities of Daily Living are:- a) 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. b) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances. c) Transferring: the ability to move from a bed or an upright chair or wheelchair and vice versa. d) Mobility: The ability to move indoors from room to room on level surfaces. e) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene. f) Feeding: the ability to feed oneself once food has been prepared and made available.  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.

12	Loss of Sight	Total and irreversible loss of sight in both eyes as a result of Illness or Accident. The blindness must be confirmed by an ophthalmologist acceptable to the Company. The blindness must not be able to be corrected by medical procedure. 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.
13	Major Burns	Third degree (full thickness of the skin) burns covering at least 20% of the surface of the Life Assured's body. The condition must be confirmed by a consultant physician acceptable to the Company.
14	Major Head Trauma	Accidental head Injury resulting in permanent neurological deficit to be assessed no sooner than 6 weeks from the date of the Accident. This diagnosis must be confirmed by a consultant neurologist acceptable to the Company and be supported by unequivocal findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques. The Accident must be caused solely and directly by accidental, violent, external and visible means, independently of all other causes. The accidental head Injury must result 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 following are excluded: <ul style="list-style-type: none"> <li>Spinal cord injury;</li> <li>Head injury due to any other cause; and</li> <li>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.</li> </ul>
15	Motor Neurone Disease With Permanent Symptoms	Motor neurone 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.
16	Multiple Sclerosis with persisting symptoms	The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following: <ul style="list-style-type: none"> <li>investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;</li> <li>there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and</li> <li>well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.</li> </ul> Other causes of neurological damage such as SLE and HIV are excluded.
17	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.
18	Parkinson's Disease	Unequivocal Diagnosis of Parkinson's disease by a Registered Medical Practitioner who is a neurologist where the condition: <ul style="list-style-type: none"> <li>cannot be controlled with medication;</li> <li>shows signs of progressive impairment; and</li> <li>Activities of Daily Living assessment confirms the inability of the Life Assured to perform at least 3 of the Activities of Daily Living as defined in the Policy, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons</li> </ul> Only idiopathic Parkinson's disease is covered. Drug-induced or toxic causes of Parkinson's Disease are excluded.

- (6) **Date of Risk Commencement** - means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences;
- (7) **Dental Treatment** - means a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and Surgery excluding any form of cosmetic Surgery/implants;
- (8) **Hospital** - means any institution established for Inpatient 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 will make these accessible to the Company's authorised personnel;
- (9) **Hospitalisation** - means admission in a Hospital for a minimum period of 24 inpatient care consecutive hours except for specified procedures / treatments, where such admission could be for a period of less than 24 consecutive hours;
- (10) **Illness** - means a sickness or a disease or pathological condition leading to the impairment of normal physiological condition which manifests itself during the Policy Period and requires medical treatment;  
  - Acute condition** - means 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;
  - Chronic condition** - means a disease, Illness, or Injury that has one or more of the following characteristics:
    - It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and or tests;
    - It needs ongoing or long-term control or relief of symptoms;
    - It requires your rehabilitation or for you to be specially trained to cope with it;
    - It continues indefinitely;
    - It comes back or is likely to come back;
    - It comes back or is likely to come back;
- (11) **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;
- (12) **Inpatient** - means treatment for which the Life Assured stays in a Hospital for more than 24 hours for a covered event or for less than 24 hours for certain covered events due to technological advancements in medicine;
- (13) **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;
- (14) **Life Assured** - means the person as stated in the Policy Schedule on whose life the contingent events have to occur for the Benefits to be payable. The Life Assured may be the Policyholder;
- (15) **Medical Advice** - means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription;
- (16) **Medical Practitioner** - means a person who holds a valid registration from the Medical Council of any State or Medical Council of Indian Council 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 the scope and jurisdiction of his license. The person must be qualified in allopathic system of medicine and shall not be the Life Assured himself/herself;
- (17) **Medically Necessary** treatment is defined as 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 Life Assured;
  - 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;
- (18) **Life Assured** - means the person as stated in the Policy Schedule on whose life the contingent events have to occur for the Benefits to be payable. The Life Assured may be the Policyholder;
- (19) **Nominee(s)** - means the person named by you and registered with us in accordance with the Nomination; Schedule, who is authorized to receive the benefits under this Policy, on the death of the Life Assured;
- (20) **Policy Anniversary** - means the annual anniversary of the Date of Risk Commencement;
- (21) **Policyholder, You, you, your** - means or refers to the Policyholder stated in the Policy Schedule;
- (22) **Policy Year** means a year following the Risk Commencement Date;
- (23) **Policy Term** - means the term of the Policy as stated in the Policy Schedule;
- (24) **Pre-Existing Condition** means "any condition, ailment or injury or related condition(s) for which the life assured had signs or symptoms, and / or was diagnosed and / or received medical advice/ treatment, within 48 months to prior to the first Policy issued by the insurer.  
Benefits under this Policy will not be available for any Pre-Existing condition(s) as defined above, until 36 consecutive months of continuous coverage have elapsed since inception of first Policy issued by the insurer. In case of revival or reinstatement of the Policy, only the remaining part, if any, of the 36 month waiting period applies;
- (25) **Premium(s)** - means an amount stated in the Policy Schedule, payable by you to us to secure the benefits under this Policy, excluding applicable taxes and levies;
- (26) **Premium Paying Term** - means the period as stated in the Policy Schedule, in years, over which Premiums are payable;
- (27) **Surgery or 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 of suffering or prolongation of life, performed in a Hospital or Day Care Centre by a Medical Practitioner;

- (28) **Sum Insured** - Sum Insured is the face value of the Policy contracted between you and us. All the morbidity benefits applicable under the product have been expressed as a proportion of this amount.
- (29) **Surrender** - means complete withdrawal/ termination of the entire Policy;

## Part C

### 1. Benefit Description

This product offers the Life Assured an option to choose any 1, 2 or all 3 of the following benefit option(s):

- Daily Hospital Cash Benefit Option (DHCB)
- Surgical Benefit Option (SB)
- Critical Illness Benefit Option (CIB)

Thus, product offers 7 Plan Options as mentioned below:

Plan option	Benefits covered
A	DHCB
B	SB
C	CIB
D	DHCB + SB
E	SB + CIB
F	DHCB + CIB
G	DHCB + SB + CIB

The Policy shall terminate on payment of exhaustion of all the benefit payment under the chosen Plan Option or completion of the Policy Term, whichever is earlier.

The Policyholder shall have the option to choose one of the above Plan Options only at the time of Policy inception only. The Premium payable for the Policy Term for all benefits shall depend on age at entry of the Policyholder.

Any claim towards the covered benefit shall be payable if it is incurred during the Policy Term and shall be paid subject to terms, conditions, exclusions and waiting period mentioned herein.

#### (1) Daily Hospital Cash Benefit Option:

- i. In the event of Hospitalization of Life Assured due to any injury, sickness or disease, the Daily Hospital Cash Benefit shall be payable.
- ii. In case of admission in non ICU rooms, 1% of the Sum Insured will be payable for a maximum period of 20 days in a Policy Year subject to a maximum limit of 60 days during the entire Policy Term.
- iii. In case of admission in ICU Rooms, 2% of the Sum Insured will be payable for a maximum period of 10 days in a Policy Year subject to a maximum limit of 30 days during the entire Policy Term.
- iv. The ICU and non ICU benefits will be independent and subject to their respective limits as mentioned above.
- v. A waiting period of 60 days as mentioned under Part F (Clause 1) is applicable for availing the DHCB failing which we will not pay any benefit to the Life Assured.
- vi. The benefit will be payable as a lump sum amount after the completion of each continuous Hospitalisation for more than 24 hours as a result of injury, sickness or disease subject to the limits specified above. The benefit amount payable will be calculated as mentioned below:  
Daily Hospital Cash Benefit \* (Number of Days admitted - 1)
- vii. In case the maximum benefit limits applicable during the Policy Term, as described above, have been used up, the cover for Daily Hospital Cash Benefit shall cease for the Life Assured for the remaining Policy Term. However, the Surgical Benefit and Critical Illness Benefit, (if applicable and subject to conditions mentioned under the respective benefits) will continue to be in force.

#### (2) Surgical Benefit:

- i. Surgical Benefit shall be payable, provided the all following conditions are satisfied:
  - a) The Life Assured has undergone any of the 138 Surgeries listed in Annexure I;
  - b) The Surgery is performed by a qualified surgeon for a surgical operation;
  - c) The Surgery is performed at a Hospital due to injury or sickness for the covered Surgical Procedures, advised by an independent Medical Practitioner and the Policy is in force; and
  - d) During the Policy Term.
- ii. In case the Life Assured has to undergo a Surgery during the Policy Term, then the benefit payable (a fixed % of Sum Insured) shall be ascertained on the basis of the Category of the Surgery as shown below.

Category 1	Category 2	Category 3	Category 4
100% of the Sum Insured	60% of the Sum Insured	40% of the Sum Insured	20% of the Sum Insured

- iii. The Policyholder is allowed to make multiple claims up to maximum of 100% of the Sum Insured during the Policy Term.
- iv. The Policyholder shall not be allowed to claim for the same Surgery more than once. However, multiple claims from the same category can be made.
- v. In case 100% of the Sum Insured has been used up, the cover for Surgical Benefit will cease for the Life Assured for remaining Policy Term. However, the Daily Hospital Cash Benefit and Critical Illness Benefit (if applicable and subject to conditions mentioned under the respective benefits) will continue to be in force.
- vi. A waiting period of 60 days as mentioned under Part F (Clause 1) is applicable for availing the Surgical Benefit failing which we will not pay any benefit to the Life Assured.

#### (3) Critical Illness Benefit:

- i. A lump sum benefit equal to the 100% of the Sum Insured shall be payable, if the Life Assured survives for 30 days following the diagnosis of any of the specified Critical Illnesses mentioned under Part B of this Policy and the Policy is in force on the date of the diagnosis.

- ii. If the diagnosis of the Critical Illness is made within the Policy Term and the 30 days survival period crosses the Policy Term, a valid claim arising as a result of such a diagnosis within the Policy Term shall not be denied.
- iii. Critical Illness Benefit will be payable only once during the Policy Term.
- iv. A waiting period of 90 days as mentioned under Part F (Clause 1) is applicable for availing the Critical Illness Benefit failing which we will not pay any benefit to the Life Assured.
- v. In case Critical Illness occurs due to an Injury caused due to Accident (such as Major Head Trauma) waiting period will not be applicable.

- (4) Upon the payment of Critical Illness Benefit, the benefit shall terminate for the remaining Policy Term. However the Daily Hospital Cash Benefit and Surgical Benefit (if applicable and subject to conditions mentioned under the respective benefits) will continue to be in force.

### 2. Maturity Benefit

No benefit is paid on maturity and the Policy shall terminate.

### 3. Surrender Benefit

- i) No Surrender value shall be payable if any claim has been made under the Policy.
- ii) A Policy can only be surrendered in full, partial Surrender (i.e. Surrender of any particular benefit in case the Policyholder has chosen a plan which has multiple benefits) shall not be allowed.
- iii) Surrender Value as given below will get acquired on the Date of Risk Commencement of the Policy.

$$70\% \times \text{Single Premium} \times \left(1 - \frac{M}{P}\right)$$

Where,

M : Policy month of Surrender;

P : Policy Term in months.

### 4. Cancellation of the Policy by the Policyholder

No benefit under this Policy shall be payable to the Policyholder on Cancellation of the Policy by the Life Assured.

### 5. Death Benefit

No benefit is payable on death of the Policyholder/Life Assured and the Policy shall terminate.

### 6. Payment of Premiums Due

- (1) The Premium must be paid along with the submission of your completed application.
- (2) Where the Premium has been remitted otherwise than in cash, the application of the Premium received is conditional upon the realization of the proceeds of the instrument of payment, including electronic mode.

## Part D

### 1. Claims Procedure

You have the option to claim under the Policy subject to Policy Terms, conditions and exclusions mentioned herein.

#### (1) Documents Required

The claims must be submitted along with following documents in original:

- Duly filled and signed claim form in original
- Copy of Policy document (self attested copy)
- Claimant's residence and identity proof (For all claims greater than Rs. 1 lakh)
- Cancelled personalized cheque or copy of first page of passbook in case of non personalized cheque
- Discharge Summary (self attested copy)
- Final Hospital Bill (self attested copy)
- Medical records (self attested copies)
  - o Consultation notes
  - o Laboratory reports
  - o X-Ray and MRI films
- Self declaration of 30 day survival
- Operating Theatre Notes (for Surgical Cash benefit)

Please note that above is an indicative list of required documents and we reserve the right to call for additional documents or raise further requirements.

The claim is required to be intimated to us along with all necessary claim documents required within 60 days from the date of diagnosis of the condition. However, we may condone the delay in claim intimation, if any, provided valid reasons are given for the delay.

#### (2) Right to call for second opinion

In the event of any doubt regarding the appropriateness or correctness of the claimed diagnosis and/or treatment, the Company shall have the right to call for a medical examination by a Medical Practitioner appointed by the Company. The expenses incurred for the medical examination for the purpose of this Clause shall be borne by the Company. The evidence used from such examination, and the opinion of the Medical Practitioner as to the diagnosis and/or treatment shall be considered final and binding on the Policyholder.

#### (3) Right to verify the claim

- i. In the event of any doubt regarding the appropriateness or correctness of the claimed diagnosis and/or treatment and/or amount being claimed and/or incidence of Hospitalization itself, the Company shall have the right to inspect and verify Life Assured's medical and Hospital records and other facts to establish veracity of the claim.
- ii. If the results of the investigation suggest inappropriateness or differences in the claimed diagnosis and/or treatment and/or amount being claimed and/or incidence of Hospitalization itself then the Company will decline the claim.
- iii. Where the results of such investigation suggest fraud or foul play, then the Company will act in accordance with provisions of Clause 9 of Part F.

#### (4) Penal Interest

Upon acceptance of a claim, if the payment of the amount due is not made within 30 days from the date of receipt of all requirements by us, for any delay exceeding 30 days we will pay interest on the amount due at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by us.

**2. Policy Alterations**

No alterations to the Policy will be allowed during the Policy Term.

**3. Free Look Option**

In case you are not agreeable to any of the provisions stated in the Policy, you have the option to return the Policy to us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If you have purchased your Policy through Distance Marketing mode, this period will be 30 days. On receipt of your letter along with the original Policy, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any). A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

**Part E**

(Applicable charges, Fund name, fund options)

There are no additional charges under the Policy.

**Part F**

**1. Waiting Period**

• **60 days waiting period**

For Daily Hospital Cash Benefit and Surgical Benefit we will not pay any benefits under this Policy for claims occurring within 60 days of the Date of Risk Commencement except when caused by an Accident.

• **90 days waiting period**

For Critical Illness Benefit, a waiting period of 90 days from the Date of Risk Commencement shall apply.

• **1 or 2 year waiting period**

In case of Hospitalization or treatment of any of the following injury, sickness, diseases or Surgical Procedure and any complications arising out of them during a period of 1 or 2 years (as applicable) from the Date of Risk Commencement, the Daily Hospital Cash Benefit or Surgical Benefit will not be payable.

Sr. No.	Injury / Sickness / Disease / Surgical Procedure 1 year waiting list
1	Tonsillitis / Adenoiditis
2	Hernia (Inguinal / Ventral / Umbilical / Incisional)
3	Hydrocoele / Varicocoele / Spermatocele
4	Piles / Fissure / Fistula / Rectal prolapsed
5	Benign Enlargement of Prostrate
6	Degenerative joint conditions
7	Lumps, nodules, cysts and polyps

Sr no.	Injury / Sickness / Disease / Surgical Procedure 2 year waiting list
1	Cataract
2	Menstrual irregularities
3	Hysterectomy or Myomectomy for benign conditions
4	Deviated Nasal Septum / Sinusitis
5	Thyroid Nodule / Multi Nodular Goitre
6	Cholecystitis or stones of the gall bladder / pancreatic system
7	Stones of the urinary tract
8	Treatment of Prolapsed Inter Vertebral Disc
9	Diabetes and it's complications

**2. Exclusions**

Unless expressly stated to the contrary in this Policy, we will not make any payment for any claim in respect of any Life Assured if it is directly or indirectly- caused by, arises from or is in any way attributable to any of the following:

1. Treatment for congenital disease or deformity, including physical defects present from birth will not be covered by the Policy;
2. Hospitalization and/or Surgery is/are not in accordance with the diagnosis and treatment of the condition for which the Hospital confinement or Surgery was required;
3. Any condition with respect to the covered benefits, for which the Life Assured had signs or symptoms, and/or was diagnosed, and/or received medical advice/treatment within the waiting period;
4. Elective Surgery or treatment which is not Medically Necessary;
5. Weight reduction or weight improvement regardless of whether the same is caused (directly or indirectly) by a medical condition;
6. Study and treatment of sleep apnoea;
7. Routine eye tests, any Dental Treatment or Surgery of cosmetic nature, extraction of impacted tooth/teeth, orthodontics or orthognathic surgery, or tempero-mandibular joint disorder except as necessitated by an accidental injury and warranting Hospitalization;
8. Outpatient treatment;
9. Hospitalization and/or Surgery relating to infertility or impotency, sex change or any treatment related to it, abortion, sterilization and contraception including any complications relating thereto;

10. Hospitalization and/or Surgery for treatment arising from pregnancy and it's complications which shall include childbirth or miscarriage;
11. Hospitalisation primarily for any purpose which in routine could have been carried out on an out-patient basis and which is not followed by an active treatment or intervention during the period of Hospitalization;
12. Experimental or unproven procedures or treatments, devices or pharmacological regimens of any description (not recognized by Indian Medical Council) or Hospitalization for treatment under any system other than allopathy;
13. Any mental or psychiatric condition including but not limited to insanity, mental or nervous breakdown / disorder, depression, dementia or psychosomatic disorders. Alzheimer's disease will also be excluded from all the covered benefits except Critical Illness;
14. Convalescence, rest cure, sanatorium treatment, rehabilitation measures, respite care, long term nursing care or custodial care and general debility or exhaustion (run down condition);
15. Directly or indirectly arising from alcohol, drug unless taken in accordance to the dosage and duration as prescribed by the independent Medical Practitioner, or substance abuse and any Illness or accidental physical injury which may be suffered after consumption of intoxicating substances, liquors or drugs;
16. Directly or indirectly arising from or consequent upon war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, rebellion, active participation in strikes, riots or civil commotion, revolution, insurrection or military or usurped power, and;
17. Sexually transmitted diseases or any treatment in the presence of HIV infection;
18. Cosmetic or plastic Surgery except to the extent that such Surgery is necessary for the repair of damage caused solely by accidental injuries, cancer or burns;
19. Treatment of xanthelesema, acne and alopecia; circumcision unless necessary for treatment of a disease or necessitated due to an Accident
20. Nuclear disaster, radioactive contamination and/or release of nuclear or atomic energy;
21. Injury or Illness caused by intentionally self-inflicted injuries; or any attempts of suicide while sane or insane; or deliberate exposure to exceptional danger (except in an attempt to save human life);
22. Injury or Illness caused by violation or attempted violation of the law, or resistance to arrest; or by active participation in an act with criminal intent.
23. Injury or Illness caused by professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, and any other hazardous activities or sports unless agreed by special endorsement;
24. Hospitalization where the Life Assured is a donor for any organ transplant;
25. Any injury, sickness or disease received as a result of aviation, gliding or any form of aerial flight other than other than on a scheduled commercial airline as a bona fide passenger (whether fare paying or not), pilot or crew member;
26. Treatment to relieve symptoms caused by ageing, puberty, or other natural physiological cause, such as menopause and hearing loss caused by maturing or ageing;
27. Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health;
28. Treatment of abnormalities, deformities, or Illnesses present only because they have been passed down through the generations of the family;
29. Treatment for, or related to developmental problems, including Learning difficulties, such as dyslexia and behavioural problems, including Attention Deficit Hyperactivity Disorder (ADHD).

In addition to the above, no Critical Illness Benefit will be payable for any of the following:

1. Date of diagnosis within 90 days from Date of Commencement of the Policy;
2. Critical Illness Benefit, where death occurs within 30 days of the date of diagnosis;
3. More than one claim in respect of Critical Illness Benefit;
4. Non-fulfilment of eligibility criteria for Critical Illness Benefit covered under the Policy.

**3. Assignment or Transfer**

Assignment or transfer of this Policy shall be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 38 is enclosed in Annexure IV for reference.

**4. Nomination**

The Policyholder can nominate a person/ persons in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 39 is enclosed in Annexure II for reference.

**5. Age Admitted**

The Company has calculated the Premium(s) under the Policy on the basis of the age of the Life Assured as declared in the Proposal. In case You have not provided proof of age of the Life Assured with the Proposal, You will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938 as amended from time to time, we shall take one of the following actions.

- (i) If eligible, and if the Correct Age is found to be higher, the benefit payable under this Policy shall be after deduction of such difference of Premium (i.e difference in Premium paid based on age declared in the Proposal and Premium based on the Correct Age) along with interest thereon. In such cases, before calculating the amount of benefit payable, the Policy shall be subject to re-underwriting and the Sum Insured shall be subject to eligibility as per underwriting norms and the Premium to be deducted shall be calculated proportionately on such Sum Insured payable. If the Correct Age is found to be lower, excess Premium(s) without any interest shall be refunded.

(ii) If ineligible for the Policy basis the Correct Age, the Policy shall be void-ab-initio and the total Premium(s) paid shall be refunded without interest after deducting all applicable charges like medical(if any), Stamp Duty(if any), risk etc.

**6. Issuance of Duplicate Policy**

The Policyholder can request for a duplicate copy of the Policy at HDFC Life offices or through Certified Financial Consultant (Insurance Agent) who advised you while taking this Policy. While making an application for duplicate Policy the Policyholder is required to submit a notarized original indemnity bond, an affidavit duly stamped along with KYC documents. Additional charges may be applicable for issuance of the duplicate Policy.

**7. Withdrawal of Product**

This product may be withdrawn by the Company in the future. Any withdrawal will only be done after obtaining prior approval from the IRDAI. The options available to You on such withdrawal of the Product, will be as per approval granted by IRDAI and may include the option to shift to a similar product available with Us at that time.

**8. Taxes and levies**

a) **Indirect Taxes**

Taxes and levies shall be levied as applicable. Any taxes and levies becoming applicable in future may become payable by you by any method including by levy of an additional monetary amount in addition to Premium and or charges.

b) **Direct Taxes**

Tax will be deducted at the applicable rate from the payments made under the Policy, as per the prevailing provisions of the Income Tax Act, 1961.

**9. Incorrect Information and Non-Disclosure:**

Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. Simplified version of the provisions of Section 45 is enclosed in Annexure III for reference.

**10. Modification, Amendment, Re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars etc. thereunder**

(1) This Policy is subject to

- (i) The Insurance Act 1938, as amended from time to time,
- (ii) Amendments, modifications (including re-enactment) as may be made from time to time, and
- (iii) Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc as may be introduced thereunder from time to time.

(2) We reserve the right to change any of these Policy Provisions / terms and conditions in accordance with changes in applicable Regulations or Laws, and where required, with Insurance Regulatory and Development Authority of India (IRDAI)'s approval.

(3) We are required to obtain prior approval from the IRDAI before making any material changes to these provisions, except for changes of regulatory / statutory nature.

**11. Jurisdiction:**

This Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.

**12. Notices**

Any notice, direction or instruction given to Us, under the Policy, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to: HDFC Life Insurance Company Limited, 11<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011. Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011. E-mail: service@hdfclife.com Or such other address as may be informed by Us.

Similarly, any notice, direction or instruction to be given by Us, under the Policy, shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Company.

You are requested to communicate any change in address, to the Company supported by the required address proofs to enable the Company to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that correspondences from the Company are correctly addressed to the Policyholder at the latest updated address.

**Annexure I**  
**LIST OF 138 SURGERIES**

The Surgeries are divided into 4 categories depending upon the severity

**Category 1 - Surgeries (100% of the Sum Insured Payable)**

Sr No	Surgery
1	Surgery of the Aorta
2	CABG (two or more coronary arteries) via open thoracotomy
3	Prosthetic replacement of Heart Valve
4	Heart/Heart-Lung Transplant
5	Lung Transplantation
6	Liver Transplantation
7	Renal transplant (recipient)
8	Proximal Aortic Aneurysmal repair by coronary artery transplantation
9	Bone Marrow transplant (as recipient)
10	Repair of Cerebral or Spinal Arterio- Venous Malformations or aneurysms
11	Craniotomy for malignant Cerebral tumors
12	Pineal Gland excision

Sr No	Surgery
13	Pituitary Gland excision
14	Excision of esophagus and stomach
15	Abdominal-Perineal Pull Through Resection of rectum with Colo-Anal Anastomosis

**Category 2 - Surgeries (60% of the Sum Insured Payable)**

Sr No	Surgery
16	Pericardiectomy / Pericardectomy
17	Permanent pacemaker Implantation in heart
18	Mitral valve repair
19	Aortic valve repair
20	Tricuspid valve repair
21	Pulmonary valve repair
22	Major Excision and grafting of Lymphedema
23	Splenectomy
24	Craniotomy for non malignant space occupying lesions
25	Operations on Subarachnoid space of brain
26	Craniotomy- Surgery on meninges of Brain
27	Other operations on the meninges of the Brain
28	Micro vascular decompression of cranial nerves/nervectomy
29	Pneumectomy
30	Diaphragmatic/Hiatu Hernia Repair
31	Thoracoplasty
32	Open Lobectomy of Lung
33	Open excision of benign mediastinal lesions
34	Partial Extirpation of Bronchus
35	Partial Pharyngectomy
36	Total Pharyngectomy
37	Total Laryngectomy
38	Excision of Diaphragmatic tumors
39	Total Esophagectomy
40	Total Gastrectomy
41	Complete excision of adrenal glands
42	Total thyroidectomy
43	Complete excision of Parathyroid gland
44	Total ear amputation with reconstruction
45	Trans mastoid removal cholesteatoma with extended Mastoidectomy
46	Major Nasal Reconstruction due to Traumatic lesions
47	Wide excision and Major reconstruction of malignant Oro-pharyngeal tumors
48	Partial Resection of Liver
49	Partial Pancreatectomy
50	Replantation of upper limb
51	Replantation of lower limb
52	Major reconstructive oro-maxillafacial Surgery due to trauma or burns and not for cosmetic purpose
53	Osteotomy including segmental resection with bone grafting for Mandibular and maxillary lesions
54	Hysterectomy for malignant conditions
55	Radical prostatovesiculectomy
56	Penile replantation for post traumatic amputation
57	Radical Mastectomy

**Category 3 - Surgeries (40% of the Sum Insured Payable)**

Sr No	Surgery
58	Coronary Angioplasty with stent implantation (two or more coronary arteries must be stented)
59	Major vein repair with or without grafting for traumatic & nontraumatic lesions
60	Craniotomy for Drainage of Extradural, subdural or intracerebral space
61	Entrapment syndrome- decompression Surgery
62	Unilateral or Bilateral sympathectomy
63	Peripheral nerve Graft
64	Free Fascia Graft for Facial Nerve Paralysis
65	Excision of deep seated peripheral nerve tumor
66	Multiple Microsurgical Repair of digital nerve
67	Pleurectomy or Pleural decortications
68	Tracheal reconstruction for various lesion
69	Resection and Anastomosis of any part of digestive tract
70	Open Surgery for treatment of Peptic Ulcer
71	Partial excision of adrenal glands
72	Subtotal/Partial Thyroidectomy
73	Partial excision of Parathyroid gland
74	Labyrinthomy for various lesions
75	Total Glossectomy



Sr No	Surgery
76	Orbit Tumor Exenteration /Flap reconstruction
77	Cholecystectomy /Choledochotomy for various Gall bladder lesions
78	Total hip replacement(With Cement)
79	Total hip replacement(Without Cement)
80	Total hip replacement- Others
81	Total Knee replacement(With Cement)
82	Total Knee replacement(Without Cement)
83	Total Knee replacement- Others
84	Total prosthetic replacement of other joint using cement
85	Total prosthetic replacement of other joint not using cement
86	Other total prosthetic replacement of other joint
87	Prosthetic replacement of head of femur using cement
88	Prosthetic replacement of head of femur not using cement
89	Other prosthetic replacement of head of femur
90	Prosthetic replacement of head of humerus using cement
91	Prosthetic replacement of head of humerus not using cement
92	Other prosthetic replacement of head of humerus
93	Prosthetic replacement/articulation/other bone using cement
94	Prosthetic replacement/articulation/other bone not using cement
95	Other prosthetic replacement of articulation of other bone
96	Prosthetic interposition reconstruction of joint
97	Other interposition reconstruction of joint
98	Excision reconstruction of joint
99	Other reconstruction of joint
100	Implantation of prosthesis for limb
101	Amputation of arm
102	Amputation of leg
103	Fracture fixation- Spine
104	Elevation, Exploration and Fixation of fractured Zygoma
105	Total nephrectomy(Not as transplant donor)
106	Partial Nephrectomy
107	Open extirpation of lesion of kidney
108	Excision of ureter
109	Total excision of bladder
110	Kidney injury repair
111	Pyloplasty / Ureterocalycostomy for pelvic ureteric junction obstruction
112	Penile Amputation repair
113	Excision of vagina
114	Unilateral or Bilateral excision of adnexa of uterus
115	Operations on frontal sinus

#### Category 4 - Surgeries (20% of the Sum Insured Payable)

Sr No	Surgery
116	Therapeutic Burr Hole on skull- Drainage of Extra-Dural, intra-Dural or intracerebral space
117	Artificial opening into stomach
118	Oral Leukoplakia- Wide excision
119	Corneal or Retinal Repair for Traumatic eye injuries
120	Penetrating injuries of the eye or repair of ruptured globe
121	Amputation of hand
122	Amputation of foot
123	Therapeutic knee Arthroscopy
124	Replantation of finger following traumatic amputation
125	Surgical Drainage and Curettage for osteomyelitis
126	Partial excision of bladder
127	Therapeutic ureteroscopic operations on ureter
128	Urinary diversion
129	Replantation of ureter
130	Unilateral or Bilateral excision of testes
131	Other operations on Scrotum and tunica vaginalis testis
132	Reconstruction of the testis
133	Open surgical excision and destruction of prostate tissue
134	Extirpation of lesion of vulva
135	Excision of vulva
136	Operations on maxillary antrum using sublabial approach
137	Simple Mastectomy
138	TIPS procedure for portal Hypertension

## Annexure II

### Section 39 - Nomination by Policyholder

Nomination of a health insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 and subject to amendment from time to time. The extant provisions in this regard are as follows:

(1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policyholder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer shall furnish to the policyholder a written acknowledgement of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its reassignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policyholder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policyholder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policyholder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.

(11) Where a policyholder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.

(12) The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied:

Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

**[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information].**

## Annexure III

### 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 and subject to amendment from time to time. The extant provisions in this regard are as follows:

(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

Explanation I.—For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the insured or by his agent, with 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 insured does not believe to be true;
- (b) the active concealment of a fact by the insured having knowledge or belief of the fact;
- (c) any other act fitted to deceive; and
- (d) any such act or omission as the law specially declares to be fraudulent.

Explanation II.—Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent keeping silence, to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such misstatement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

Explanation.—A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.

Explanation.—For the purposes of this sub-section, the misstatement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) 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.

*[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information].*

## Annexure IV

### Section 38 - Assignment or 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 and subject to amendment from time to time. The extant provisions in this regard are as follows:

(1) A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of

transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

(2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1), where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.

(3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policyholder giving notice of such transfer or assignment.

(4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.

(5) Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer:

Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

(6) The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered:

Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.

(7) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgement relates.

(8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognise the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation.—Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of subsection (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

(9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section.

(10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that—

- (a) the proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or
- (b) the insured surviving the term of the policy, shall be valid:

Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

(11) In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

*[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information].*