

RIDER- HDFC LIFE GROUP CRITICAL ILLNESS PLUS RIDER**Unique Identification Number: << >>**

Your Rider is a nonlinked non-participating group rider and can be availed only at the inception or renewal of the Master Policy. In addition to the Master Policy terms and conditions, the terms of this Rider shall apply when selected by the Master Policyholder. It is the evidence of a contract between HDFC Life Insurance Company Limited („We“/ „Company“) and the Master Policyholder („You“) as described in the Rider Schedule given below who shall hold the same and all Benefits payable thereunder upon trust for the benefit of the persons to whom the said Benefits are payable (i.e. Scheme Members, or their Nominees). The Rider document is issued pursuant to a proposal made to the Insurer by the Master Policyholder on the date shown in the Rider Schedule for the benefit of Scheme Members (“Proposal”). Upon and subject to timely receipt of Premium by the Insurer from the Master Policyholder, the Insurer shall pay to the Master Policyholder, the Benefits described in this Rider, subject to the terms of this Rider.

Notwithstanding the date of the Proposal and the date on which the Rider is signed, the Rider shall have effect or be deemed to be effective from the date shown in the Rider Schedule as the Effective Date. This Rider 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.

In witness whereof, this Rider is signed at the end of the Rider Schedule by a person duly authorised by the Insurer.

RIDER SCHEDULE

Master Policy Number<<>>

Rider number: <<>>

Client ID: <<>>

Master Policyholder Details

Name	<< >>
Address	<< >>

Master Policy Details

Product name	<<insert name>>
Date of Commencement of Master Policy	<<Date>>
Date of Risk Commencement	<< RCD >>
Sum Assured	Rs.<<>>
Annual Premium	Rs. <<>>
Minimum Group Size	Employer- Employee – 10; Non Employer – Employee - 50

Rider Document Details

Date of Risk Commencement	<< RCD >>
Date of Issue/Inception of Rider	<< First Issue Date>>
Rider Sum Assured	Rs.<< >>
Rider Premium	Rs.<<>>
Rider Term	<< 1 >> year
Premium Paying Term	<< 1 >> year
Minimum Entry Age	18 years
Maximum Entry Age	74 years
Minimum Sum Assured	Rs 5000 per Scheme Member
Maximum Maturity Age	75 years
Nomination	As per the Nomination under the Master Policy
Frequency of Premium Payment	<< Annual/Half-yearly/ Quarterly/ Monthly >>

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

NOMINATION SCHEDULE

Nomination for this Rider shall be as per the Nomination Schedule under the Master Policy.

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 Rider to us for necessary correction.

SPACE FOR ENDORSEMENTS

Part B
Definitions

In this Rider document, the following definitions shall be applicable:

- 1) *Benefit* - means the Critical Illness Benefit provided as per terms and conditions mentioned under this Rider document;
- 2) *Company, company, Insurer, Us, us, We, we, Our, our* - means or refers to HDFC Life Insurance Company Limited;
- 3) *Critical Illness(es)* - The Critical Illnesses covered under this Rider document are as follows:

S. No	Name of Disease	<u>Definitions of Critical Illnesses</u>
1	Cancer of specified severity	<p>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.</p> <p>The following are excluded -</p> <ul style="list-style-type: none"> • 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. • Any skin cancer other than invasive malignant melanoma • 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 • Papillary micro - carcinoma of the thyroid less than 1 cm in diameter • Chronic lymphocytic leukaemia less than RAI stage 3 • Microcarcinoma of the bladder • All tumours in the presence of HIV infection.
2	Open Chest CABG	<p>The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist Medical Practitioner.</p> <p>The following are excluded:</p> <ul style="list-style-type: none"> • Angioplasty and/or any other intra-arterial procedures • any key-hole or laser surgery.
3	First Heart Attack – of specified severity	<p>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:</p> <ul style="list-style-type: none"> • a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain) • new characteristic electrocardiogram changes • elevation of infarction specific enzymes, Troponins or other specific biochemical markers. <p>The following are excluded:</p> <ul style="list-style-type: none"> • Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T • Other acute Coronary Syndromes • Any type of angina pectoris.
4	Kidney Failure requiring regular dialysis	<p>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.</p>
5	Major Organ/	I. The actual undergoing of a transplant of:

	Bone Marrow Transplant	<ul style="list-style-type: none"> One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist Medical Practitioner. <p>II. The following are excluded:</p> <ul style="list-style-type: none"> Other stem-cell transplants Where only islets of langerhans are transplanted
6	Stroke resulting permanent symptoms in	<p>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.</p> <p>The following are excluded:</p> <ul style="list-style-type: none"> Transient ischemic attacks (TIA) Traumatic injury of the brain Vascular disease affecting only the eye or optic nerve or vestibular functions.
7	Apallic Syndrome	<p>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.</p>
8	Benign Brain Tumour	<p>A benign tumour in the brain where all of the following conditions are met:</p> <ul style="list-style-type: none"> It is life threatening; It has caused damage to the brain; It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit such as (but not restricted to) characteristic symptoms of increased intracranial pressure such as papilloedema, mental seizures and sensory impairment; and Its presence must be confirmed by a neurologist or neurosurgeon acceptable to the Company and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging technique. <p>The following are excluded:</p> <ul style="list-style-type: none"> Cysts; Granulomas; Vascular malformations; Haematomas; Tumours of the pituitary gland or spinal cord; and Tumours of acoustic nerve (acoustic neuroma).
9	Coma of specified severity	<p>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:</p> <ul style="list-style-type: none"> No response to external stimuli continuously for at least 96 hours; Life support measures are necessary to sustain life; and Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma. <p>The condition has to be confirmed by a specialist Medical Practitioner. Coma resulting directly from alcohol or drug abuse is excluded.</p>
10	End Stage Liver Disease	<p>End-stage liver disease or cirrhosis means chronic end-stage liver failure that causes all of the following:</p> <ul style="list-style-type: none"> Uncontrollable ascites; Permanent jaundice; Oesophageal or gastric varices; or Hepatic encephalopathy. <p>Liver disease secondary to alcohol or drug abuse is excluded.</p>
11	End Stage Lung Disease	<p>Final or end-stage of lung disease, causing chronic respiratory failure, as demonstrated by all of the following:</p> <ul style="list-style-type: none"> FEV1 test results consistently less than 1 litre;

		<ul style="list-style-type: none"> • 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. <p>The diagnoses must be confirmed by a qualified pulmonologist acceptable to the Company.</p>
12	Open Heart Replacement or repair of heart valves	The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist Medical Practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.
13	Loss of Independent Existence	<p>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.</p> <p>Activities of Daily Living are:-</p> <ul style="list-style-type: none"> • 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. • Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances. • Transferring: the ability to move from a bed or an upright chair or wheelchair and vice versa. • Mobility: The ability to move indoors from room to room on level surfaces. • Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene. • Feeding: the ability to feed oneself once food has been prepared and made available. <p>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</p>
14	Loss of Limbs	<p>The loss by severance of two or more limbs at or above the wrist or ankle.</p> <p>The following are excluded:</p> <ul style="list-style-type: none"> • Loss of limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse 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.
15	Loss of Sight	<p>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.</p> <p>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.</p>
16	Major Burns	<p>Third degree (full thickness of the skin) burns covering at least 20% of the surface of the Scheme Member’s body. The condition should be confirmed by a consultant physician/specialist acceptable to the Company.</p> <p>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.</p>
17	Major Head Trauma	<p>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.</p>

		<p>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.</p> <p>The following are excluded:</p> <ul style="list-style-type: none"> • Spinal cord injury; • Head injury due to any other cause; and • 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.
18	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.
19	Surgery of Aorta	<p>The actual undergoing of surgery (including key-hole type) for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.</p> <p>The term “aorta” means the thoracic and abdominal aorta but not its branches. Stent-grafting is not covered.</p>

- 4) *Master Policy* - means or refers to the Master Policy to which this Rider document is annexed/ attached thereto;
- 5) *Medical Practitioner* - means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license but excluding the practitioner who is:
- a) Insured/Policyholder himself or an agent of the Insured;
 - b) Insurance Agent, business partner(s) or employer/employee of the Insured; or
 - c) A member of the Insured's immediate family;
- 6) *Master Policyholder, You, you, your* - means or refers to the Master Policyholder stated in the Rider Schedule;
- 7) *Pre-existing condition* - As per “Guidelines on Standardization in Health Insurance”, Pre-existing condition is any condition, ailment or injury or related condition(s) with respect to the critical illnesses covered under this rider for which the insured had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the date on which the policy was issued.
- In addition to the above, a condition with respect to the critical illnesses covered under this rider for which the insured had signs or symptoms, and/or was diagnosed, and/or received medical advice/treatment between the period starting from the due date of the first unpaid premium till the date of reinstatement of policy will also qualify as a Pre-existing condition;
- 8) *Rider Sum Assured* - means the absolute amount assured to be paid on diagnosis of any Critical Illnesses of the Scheme Member during the Rider Term in accordance with the terms and conditions of the Rider document;
- 9) *Rider Term* – means the term of the Rider as stated in the Rider Schedule;

- 10) *Scheme Member* – means the individual identified as Scheme Member under the Master Policy;
- 11) Every Eligible Person desiring to become a Scheme Member may do so at any well defined date during the currency of the Policy and, provided the application is accepted by the Insurer, the insurance cover on such a Scheme Member shall be in force from the entry date till the terminal date;
- 12) The terms, conditions and provisions of the Master Policy document shall apply to this document also. Capitalized terms not defined under this document shall have the same meaning assigned to them under the Master Policy document.

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Part C**1. Benefits:****(1) Benefits on Critical Illness**

The following options are available under this Rider. At the time of Rider inception the Master Policyholder must choose one of the two available options:

- a. Additional Critical Illness Benefit
 - i. If the Scheme Member is diagnosed with any of the specified Critical Illnesses listed as per Part B of this Rider document, a lump sum benefit equal to the Rider Sum Assured shall be payable;
 - ii. The Scheme Member must be alive for a period of 30 days from the date of diagnosis of any of the specified Critical Illnesses.
 - iii. The Rider benefits shall cease once the Rider Sum Assured has been paid out or on completion of the Rider Term, whichever is earlier.
 - iv. A claim shall not be denied on the ground that the Rider was not in force during the 30 days survival period provided that the diagnosis of the specified Critical Illness(es) was made within the Rider Term.
- b. Accelerated Critical Illness Benefit
 - i. The Sum Assured payable under the Master Policy, to the extent of the Rider Sum Assured, is accelerated and paid out as a lump sum to the Scheme Member upon diagnosis of any of the Critical Illnesses as listed in Part B of this Rider document.
 - ii. If this option is chosen, the Sum Assured payable on death under the Master Policy will be reduced by the extent of Rider Sum Assured already paid to that Scheme Member.
 - iii. The Rider benefits shall cease once the Rider Sum Assured has been paid out or on completion of the Rider Term, whichever is earlier.

Waiting Period - A waiting period of 90 days will apply for the Rider cover from the date of the Scheme Member first being covered for a group critical illness benefit with any insurer (assuming an unbroken period of cover). If the cover period is broken then the 90 days period applies from the date critical illness cover re-commences in respect of the Scheme Member. This requirement shall apply for all schemes.

- A. Pre-existing condition is any condition, ailment or injury or related condition(s) with respect to the critical illnesses covered under this rider for which the insured had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the date on which the policy was issued.

In addition to the above, a condition with respect to the Critical Illnesses covered under this Rider for which the insured had signs or symptoms, and/or was diagnosed, and/or received medical advice/treatment between the period starting from the due date of the first unpaid Premium till the date of reinstatement of policy will also qualify as a Pre-existing condition.

- B. The Master Policy to which this Rider document is attached continues to be in-force after a claim for Critical Illness is made under this Rider document subject to other terms and conditions as applicable on the Master Policy and payment of Premiums due under the same.
- C. If the diagnosis is made within the Rider term, even if the survival period crosses the end point of Rider Term then a valid claim arising as a result of such a diagnosis shall not be denied.

(2) Benefits on Death

No benefit is payable on death under this Rider.

(3) Benefits on Maturity

No benefit is payable on maturity under this Rider.

2. Premium

- A. Scheme Members can opt for the Rider during the Policy Year. However this shall be subject to the condition that such Scheme Member shall pay the Premium in advance proportionate to the duration of unexpired Rider Term.
- B. In cases where the Premium has been collected/deducted by you but the Premium is not received by the insurer due to administrative delays within the Grace Period, the insurer will be responsible for any valid claims arising out of such Rider.

3. Grace Period

- A. Grace period allowed for renewal : If the Premium is not received at the Rider renewal date and the Rider expires, the company will consider requests from the Master Policyholder to reinstate the Rider. Such reinstatement shall be as per the BAUP. Reinstatements will be allowed only within 30 days of the Rider renewal date.
- B. Grace period allowed for payment of Premiums in installments: There will be a Grace Period of 30 days for yearly Frequency of Premium Payment and 15 days for half-yearly/quarterly/monthly Frequency of Premium Payment . The Grace Period is the period starting from and including the Premium due date. If a Premium is not paid within the Grace Period then all benefits will lapse.

Part D**Policy Servicing****1. Paid-Up Benefits of Rider document**

If the Premium under the Rider is discontinued during the Premium Paying Term, the Rider will lapse without any value. For the avoidance of doubt, no Paid-up Benefits will be payable under this Rider.

2. Renewal of the Rider document

The Rider cannot be renewed independent of the Master Policy. The Rider can be renewed by paying the Rider Premium subject to the following conditions:

- the Premium due on the Master Policy is paid, and
- satisfactory evidence of health is provided as per the Board Approved Underwriting Policy (BAUP).

3. Revival of the Rider In case of lapsed Rider, the same can be revived in accordance to the procedure laid under the Master Policy. However, this Rider document cannot be revived independent of the Master Policy.**4. Surrender of Rider**

On Surrender of the Rider, an amount equal to the Premium for the unexpired term of the discontinuing Scheme Members, less appropriate deduction for expenses, commission and taxes, as applicable, would be payable.

5. Cancellation in the Free-Look Period:

The Scheme Member shall have the option of cancelling the Rider stating the reasons thereof, within 15 days (in case of sale through distance marketing mode this period shall be 30 days) from date of inception of the Rider document. On receipt of the Free-look intimation, we shall refund the Premium, subject to deduction of the proportionate risk Premium for the period on cover, and the expenses incurred for medical examination (if any) and stamp duty, if any. For administrative purposes, all such Free-Look requests should be registered by Master Policyholder on behalf of the Scheme Member. There can be two scenario in such Free-Look cancellation as mentioned below:

a. Rider document cancelled with the Master Policy

If the Rider document is cancelled with the Master Policy, the Company shall arrange to refund the total (Master Policy + Rider document) Premium paid, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred for medical examination (if any) and stamp duty, (if any). A Rider once cancelled shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Rider document.

The Rider will be cancelled automatically if the Master Policy to which it is attached is cancelled in the free-look period.

b. Rider cancelled without the Master Policy

If the Rider is cancelled independently of the Master Policy then the Rider Premium will be returned after adjusting proportionate rider risk Premium for the period of cover and the expenses incurred for medical examination (if any) and stamp duty (if any).

6. Cancellation of Rider:

Master Policyholder may choose to cancel the Rider without the cancellation of the Master Policy by discontinuing Rider Premium payment. On cancellation, Rider shall terminate and Master Policy shall continue.

7. Termination

Notwithstanding anything contained herein or in the Master Policy, this Rider shall automatically terminate on occurrence of the earliest of the following:

- a) Completion of the Rider Term;
- b) Termination of the Master Policy;
- c) Complete withdrawal/surrender of the Master Policy;
- d) On Master Policyholder's/ request for cancellation at anytime during the Rider Term;

e) Free-look cancellation; or

Termination or cancellation of the Rider document shall be without prejudice to any claim arising prior to such termination or cancellation unless otherwise specified.

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Part E

Charges

No charges are applicable under the Rider

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Part F**General Terms & Conditions****1. Exclusions**

No critical illness benefit will be paid out if the critical illness has occurred directly or indirectly as a result of any of the following.

- Any of the critical illness conditions herewith where death occurs within 30 days of the diagnosis in case of Additional CI Benefit option.
- Any sickness related condition manifesting itself within 90 days of the date of the scheme member first being covered for a group critical illness benefit with any insurer (assuming an unbroken period of cover). If the cover period is broken then the 90 days period applies from the date critical illness cover re-commences in respect of the scheme member.
- Intentionally self-inflicted injury or attempted suicide, irrespective of mental condition.
- Alcohol or solvent abuse, or voluntarily (without the prescription of a medical practitioner) taking or using any drug, medication or sedative unless it is an "over the counter" drug, medication or sedative taken according to package directions
- Taking part in any act of a criminal nature with criminal intent.
- Any Pre-existing medical condition* (as defined below).
- HIV or AIDS.
- Failure to seek or follow medical advice (as recommended by a Medical Practitioner^).
- Radioactive contamination due to nuclear accident

2. Claim Procedure

The documents usually required for processing a claim are:

- a) Completed claim form (including NEFT details and bank account proof as specified in the claim form; and
- b) Original Rider document; and
- c) Medical reports or special reports by registered physician/doctor relevant to the Critical Illness and its treatment which may be further validated by a physician/doctor appointed by the Company; and
- d) A cancelled personalised cheque with account no. and IFSC code. Where the cheque is not personalised, a latest bank statement (not more than 3 months old) or copy of passbook (where account number and IFSC code is mentioned).
- e) Any other document/ information that the Insurer may decide in the circumstances of a particular case.

The claim is required to be intimated to us along with all necessary claim documents within a period of 60 days from the date of diagnosis. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant as per the provisions of Authority's Circular No. IRDA/HLTH/MISC/CIR/216/09/2011, dated 20/09/2011.

3. Assignment and Transfer

Assignment for this Rider document shall be as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time. The simplified version of the provisions of Section 38 is enclosed in Annexure I for your reference.

4. Nomination

Nomination for this Rider document shall be as per the Nomination Schedule under the Master Policy as per Section 39 of the Insurance Act, 1938 as amended from time to time. The simplified version of the provisions of Section 39 is enclosed in Annexure II for your reference.

5. 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. The simplified version of the provisions of Section 45 is enclosed in Annexure III for your reference.

6. Restrictions on travel outside India

The terms and conditions applicable to this Rider while you are travelling outside India shall be as per the BAUP. A list of countries with any travel restrictions is attached herewith as Annexure IV for your reference. This is an indicative list and may change from time to time.

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Part G
Grievance Redress Mechanism

The terms & conditions under Part G of the Master Policy shall apply to this Rider.

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Annexure I**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 dated 23.03.2015. The extant provisions in this regard are as follows:

- (1) This policy may be transferred/assigned, wholly or in part, with or without consideration.
- (2) An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- (3) The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- (4) The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- (5) The transfer or assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- (6) Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- (7) On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- (8) If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- (9) The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
- (10) Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- (11) In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- (12) The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- (13) Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- (14) In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings.

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

Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.

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Annexure II**Section 39 - Nomination by policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- (1) The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- (2) Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- (3) Nomination can be made at any time before the maturity of the policy.
- (4) Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- (5) Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- (6) A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- (7) Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- (8) On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- (9) A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- (10) The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- (11) In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- (12) In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- (13) Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- (14) If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- (15) The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 (i.e 23.03.2015).
- (16) If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

(17) The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.

SAMPLE

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 dated 23.03. are as follows:

- (1) No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
 whichever is later.
- (2) On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
 whichever is later.
 For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
- (3) Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. The suggestion, as a fact of that which is not true and which the 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 specifically declares to be fraudulent.
- (4) Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- (5) No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- (6) Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- (7) In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- (8) Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
- (9) The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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Annexure IV

Table 1: List of Declined Countries
Country
Afghanistan
Angola
Burkina Faso
Burma (Myanmar)
Burundi
Casamance
Central African Republic
Chechan Republic
Colombia
Congo (Republic of
Cote d'Ivoire
Democratic Republic of Congo
East Timor
Gaza
Georgia
Ghana
Haiti
Iran
Iraq
Israel
Ivory Coast
Lebanon
Liberia
Niger
Nigeria
Pakistan
Rwanda
Syria
Timor-Leste
Uganda
West Bank & Gaza
Western Sahara
Yemen
Zimbabwe

Table 2: List of Declined Countries except in place mentioned	
Country	Accepted only in City
Armenia	Yerevan
Azerbaijan	Baku
Chad	N'djamena
Egypt	Cairo
Eritrea	Asmara
Ethiopia	Addis Ababa
Guinea	Conakry
Guinea-Bissau	Bissau
Indonesia	Jakarta / Bali / Lombok
Kazakhstan	Astana
Kyrgyzstan Republic	Bishkek
Libya	Tripoli
Mali	Bamako
Panama	Panama City
Paraguay	Asuncion
Peru	Lima
Philippines	Manila
Russia	Moscow
Senegal	Dakar
Sri Lanka	Colombo
Tajikistan	Dushanbe
Tanzania	Dar es Salaam
Thailand	Bangkok
Turkmenistan	Ashgabat
Uzbekistan	Tashkent
Venezuela	Caracas