PART A: Policy Schedule

A1. Free Look Provisions

Applicable as per the Base Policy.

A2. Policy Preamble

This life insurance contract, evidenced by this Rider, is entered into by the Company with the Master Policy Holder and is attached to the Base Policy.

This Rider is issued on the lives of the Insured Members stated in Annexure I and the Policy Schedule to the Yearly Renewable Group Term Policy No. xxxxxxx. The term "Policy" shall mean and include the Yearly Renewable Group Term policy Contract No. xxxxxxx consisting of Terms and Conditions applicable to Base Policy, conditions applicable to the Base Policy and Riders, conditions to be satisfied to become an Insured Member, the Schedule, Annexure I and any other supplementary contracts or endorsements, any amendments signed by the Company, the Proposal of the Master Policyholder, the Application for Cover of the Insured Members, which together with any other information, statements by Master Policy Holder or Insured Members shall constitute the entire contract between the Parties.

SAMPLE

A Non-Participating Non- Linked Health Group Pure Risk Rider

A3. Policy Schedule

Name of the Rider/s	
Name & Address of Master Policy Holder: **……………………………………………………** **……………………………………………………** **……………………………………………………**	Policy Commencement date: < >
	Risk Commencement Date as per Annexure I: < >
	Waiting Period for Rider(s): < >
	Cover Cessation Date: < >
	Policy Renewal Date: < >
	Grace Period Expiry Date : < >
Benefit Expiry Age	
Insured Members: As per the Annexure I	

SAMPLE

<u>Coverage Summary</u>

Basis of Rider(s) Sum Assured	Basis for CI Sum Assured :< Less than or Equal to the Base Sum Assured subject to a maximum of Rs. 50 lakhs>. Basis for TI Sum Assured: <Less than or Equal to the Base Sum Assured> % of Base Sum Assured as Accelerated Benefit
Age Eligibility for Members	Minimum at Entry (for Riders): Maximum at entry(for Riders): Maximum Maturity Age ____ Birthday (Riders)
Number of Lives	No. of Lives at Inception/Risk Commencement Date No. of Lives opted for at the Beginning/Inception
Option Selected	
Sub-option (in case of Option A)	
Free Cover Limit (Riders)	

Premium Rate (Riders) per 1000 Sum Assured	
Premium Amount (Riders)	
Service Tax Amount (Riders)	
Education Cess	
Total Amount	

Consolidated Stamp Duty Paid to the GOVERNMENT OF KARNATAKA for this contract is Rs. <>

The Modal premium shown in the policy schedule above is exclusive of GST. GSTat the applicable rates will be charged on premiums paid.

SAMPLE

PART B: Important Terms and Definitions

B1. Definitions

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

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

2. **"Age"** shall be age as on last birthday on the date of commencement of risk of the Insured Members and/or as per Policy Schedule.

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

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

5. **"Claimant"** shall mean Life Assured or the Policyholder or the legal heirs of the Life Assured as the case may be.

6. **"Company"** shall mean HDFC Life Insurance Company Limited.

7. **"Congenital Condition"** means any abnormality (internal or external) which was present at birth and is diagnosed at any stage in the life of Insured Member covered under this Policy.

8. **"Critical Illness"** shall mean those illnesses that are defined in **Annexure –II** attached to this Rider Policy document.

9. **"Date of Diagnosis"** is the date on which the Specialist first certifies the Diagnosis of any of the Critical Illness and/or Terminal Illness based on confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence.

10. **"Diagnosis"** means the certified diagnosis of Critical Illness and/or Terminal Illness of the Insured Member in a Hospital or by a Specialist during the period when the Rider is in Force and certified by an independent practicing medical consultant specializing in the relevant field of medicine and acceptable to the insurance company.

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

12. **"Eligible Person"** means the Policyholder as specified in the Policy Schedule.
13. **"Grace Period"** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases. Provided the insurers shall offer coverage during the grace period, if the premium is paid in instalments during the policy period

14. "**Hospital**" means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision o f a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

a. Has qualified nursing staff under its employment round the clock;
b. 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;
c. Has qualified medical practitioner(s) in charge round the clock;
d. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
e. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

15. **"Illness"** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

16. **"Insured Event"** means diagnosis of any of the Critical Illness as mentioned under the 'Annexure II" and/or Terminal Illness.

17. **"Insured Members"** shall mean an Active member as mentioned in the Policy Schedule and who is accepted by the Company and on whom the Coverage under this Policy continues on the date of the Insured Event.

18. **"Life Assured"** means Insured Member on whose life the insurance cover is effected in terms of this Policy.

19. **"Master Policy Holder**" or **"Policyholder"** is the trustee or employer or sponsor as mentioned in the proposal form and referred to under the Base Policy Schedule and who is also the group administrator and whose members are insured under the Base Policy.

20. "**Medical Practitioner**" means a person who holds a valid registration from the Medical Council of any state or Medical Council of India 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 the licence.

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

22. **"Policy Schedule"** means the schedule issued by the Company mentioning the Rider details (if any) and forms part of the Policy.

23. **"Pre-existing condition** means any condition, ailment, injury or disease:

a) that is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer or its reinstatement, or;

24. b) for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy, or its reinstatement

25. **"Date of Risk Commencement"** or "**Risk Commencement Date"** means the date as specified in the Base Policy Schedule or/and date on which the Insured Member was enrolled in this Policy (whichever is later).

26. "**Regulations"** mean the laws and Regulations in effect from time to time and applicable to this Policy, including without limitation the Regulations and directions issued by the Insurance Regulatory and Development Authority of India (IRDAI) from time to time. The applicable Regulation shall form a part and parcel of the terms and conditions, and the terms and conditions shall be read along with the Regulation.

27. **"Rider"** means this HDFC Life Group Illness Rider Policy (which refers to the Critical Illness and/or Terminal Illness Rider) or any other Rider as mentioned in the Policy Schedule.

28. **"Rider Benefits"** means an amount of benefit payable on occurrence of a specified event covered under the rider, and is an additional benefit to the benefit under the base product.

29. **"Rider Benefit Expiry Age"** is as stated in the Policy Schedule.

30. **"Rider Cover Cessation Date"** is as stated in the Policy Schedule or the Date on which the Insured Member ceases to be an active member or the Date on which the first claim is admitted/repudiated under this Rider.

31. **Rider Sum Assured-** means the Rider Sum Assured specified in the Rider Schedule and payable in accordance with the terms and conditions of Part C – Benefits.

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

33. "**Terminal Illness**" is defined as an advanced or rapidly progressing incurable and uncorrectable medical condition, which in the opinion of consulting physician and an independent physician appointed by the insurance company will lead to death within the next six months. AIDS is specifically excluded and not covered under this definition.

"**Waiting Period**" is a period of the first 30 or 90 days (depending on the Critical Illness diagnosed) from the Risk Commencement Date of an Insured Member.

For following Critical Illnesses the Waiting Period is 90 days:

I. Cancer of Specified Severity
II. First Heart Attack of Specified Severity
III. Open Chest Coronary Artery Bypass graft
IV. Stroke Resulting in Permanent Symptoms

For other Critical Illnesses the Waiting Period is 30 days.

In case the Rider is purchased afresh (for the first time) or renewed (with break) the Waiting Period will start from the Risk Commencement Date. In cases where the Rider is purchased from Us or any other insurer is renewed (without break) the following conditions shall be applicable:

I. For New Insured Members Waiting Period will start from the Risk Commencement Date
II. For Insured Members who partially completed their Waiting Period (as applicable in this product) in the previous year, remaining Waiting Period will be applicable
III. Waiting Period will not be applicable for Insured Members who completed their Waiting Period (as applicable in this product) in previous year(s)

34. **"We", "Us"**, "**Our"** and "**Company"** refers to HDFC Life Insurance Company Limited.

35. "**You**" and "**Your**" refers to the Master Policyholder named in the Policy Schedule.

SAMPLE

PART C: Product Core Benefits

BENEFITS PAYABLE UNDER THIS RIDER

HDFC Life Group Illness Riders (which refers to the Critical Illness and/or Terminal Illness Rider) is the name of a Rider of the Company. Both the options of the Rider can be attached simultaneously to Group Term Life Policies and/or any other policies as decided by the Company from time to time with the approval of the IRDAI.

C1. Option A: - Critical Illness Benefit

On first ever diagnosis of any one of the eligible Critical Illness Riders (either from Option A1:- 4 (Four) Critical Illnesses , Option A2:- 10 (ten) Critical Illnesses, Option A3:- 25 (twenty five) Critical Illnesses as detailed in Annexure II, after the Date of Risk Commencement and subject to the other terms of this Rider, the Company shall pay the Rider Sum Assured (i.e. Accelerated payment of the Base Sum Assured) subject to the maximum as mentioned in the Policy Schedule. The Sum Assured under the Base Policy will be reduced to the extent of the prepayment made under this Rider Benefit.

The percentage of accelerated benefit will be decided by the policyholder at inception or entry of the new Insured Member.

In case where the un-accelerated portion of the benefit falls below the minimum sum assured of the base policy, the chosen accelerated benefit % for that member will be revised to 100% at inception of the policy.

The Critical Illness Benefit is payable only once during the lifetime of the Insured Member.

However, the Critical Illness Benefit shall not be paid under the following conditions:

1. Any Critical Illness diagnosed during the Waiting Period.
2. Occurrence of conditions mentioned under the Exclusions set out in Clause C.3. of this Rider.

C2. Option B: - Terminal Illness Benefit

Subject to the policy being in force and fulfillment of conditions of this benefit as mentioned under Clause below the Company agrees to pay the Terminal Illness Benefit on diagnosis of a Terminal Illness of the Insured Member. The Terminal Illness Benefit shall be equal to the Terminal Illness Sum Assured as mentioned in the Policy Schedule. The Sum Assured under the Base Policy will be reduced to the extent of the prepayment made under this Rider Benefit.

If the Insured Member is diagnosed and claimed the Terminal Illness Benefit during the term of the policy and death occurs after the term of the policy, no additional benefit will be payable. In such case the benefit already paid will not be recovered from the Master Policyholder.

The payment of the benefit is further subject to the following:

1. Confirmation of Terminal Illness by the Registered Medical Practitioner appointed by the Insurance Company.

2. The benefit payable under this Rider shall reduce the benefit payable under the Base Policy.

3. The Terminal Illness percentage has to be opted at the inception of the policy and cannot be changed thereafter during the Policy Year.

4. Once Terminal Illness Benefit is paid under this Rider, no benefit shall be payable under any other Group Rider issued on the life of such Insured Member.

SAMPLE

5. Terminal Illness benefit is payable only once during the lifetime of the Insured Member.

6. An independent practicing medical consultant appointed by the Insurance Company specializing in the relevant field of medicine also needs to certify with reasonable certainty that the life expectancy of the Insured Member is less than six months at the time of notification. The Insured Member must not have engaged in any gainful employment for the last 30 days. The insurance company must be notified of the diagnosis within 30 days of the same being made.

C3.

SAMPLE

PART D: Policy Servicing Related Aspects

D1. FREE LOOK PROVISIONS

Applicable as per the Base Policy.

D2. ENTRY /EXIT OF A MEMBER

Any new member who satisfies the eligibility criteria shall be enrolled under this Rider. In the event if the member is enrolled during the Policy Year, proportionate premium shall be charged.

The Risk Commencement Date shall be the date on which the member is enrolled as Insured Member.

In the event if the Insured Member exits from the group due to reasons other than death, Rider premium for the unexpired period of risk will be adjusted or refunded as requested by the Policyholder.

In the event if the Master Policyholder choses to surrender the Policy/Rider an option shall be provided to Insured Members to either continue the cover by paying the premium or to exit from the group in which case we shall be refunding the proportionate premium in accordance with Section 35 (l) of the Non-linked product regulations 2013.

D3. TERMINATION

In addition to the commencement and end of cover - termination provisions in the Policy, this Rider shall terminate with respect to an Insured Member

1. On the date of payment of accelerated Sum Assured for Illness under this Rider as per Annexure I and Schedule to the Policy by the Company to the relevant Insured Member;
2. Upon the termination of the Policy whether due to lapse or otherwise or upon the Insured Member attaining the maximum maturity Age last birthday of the Rider.
3. Upon death of the Insured Member;

Upon renewal of the Policy for any Policy Year, the Sum Assured payable by the Company with respect to an Insured Member under such renewed Policy shall stand reduced by the accelerated amount of the Sum Assured already paid by the Company to an Insured Member under this Rider regardless of the period in which such payment has been made to an Insured Member.

SAMPLE

PART E: All the applicable Charges, Fund Name, Fund Options etc. (Applicable especially for ULIP Policies)

E1. Not Applicable as this is a Non-Participating Non-linked Health Group Pure Risk Rider.

SAMPLE

PART F: General Terms and Conditions

F1. GENERAL CONDITIONS UNDER THIS RIDER

a) This Rider is issued based upon the representations and declarations made or referred to by the Master Policy Holder and /or the Insured Member (as stated in Annexure I and Policy Schedule to the Base Policy) either in the proposal form or subsequently in any form satisfactory to the Company.

b) Clause C3. of the Policy regarding General Conditions Applicable to Base Policy and Riders is incorporated herein by reference and the said conditions including but not limited to premium, obligations of Master Policy Holder, commencement of insurance, benefits, exclusions, Claimant, no assignment, renewal privilege and payment of premium, lapsing, forfeiture in certain events and misstatement, change in premium rate, riders, claims, non- participating policy, currency of payment, Waiting Period , modification and applicable law and legal proceedings shall also apply under this Rider.

c) This Rider is subject to payment of premiums as stated in the Annexure I and Schedule to the Policy or as per any endorsement made by the Company, which incorporates this Rider into the Policy.

d) This Rider provides that subject to the definitions, conditions and exclusions given in the Policy and in this Rider, the Company shall accelerate payment of such percentage of the Sum Assured to an Insured Member as mentioned in Annexure I and the Schedule to the Policy upon the occurrence of an Illness as defined earlier in Clause B1. of this document.

e) This Rider may be attached on the Date of Risk Commencement under the Base Policy or at any time thereafter in a Policy Year on the inclusion of an Insured Member. This Rider shall however not subsist of its own accord and shall automatically and simultaneously terminate if the Policy to which this Rider is attached stands terminated.

f) The Master Policy Holder shall be eligible for a pro rata refund of premium paid to the Company in respect of an Insured Member if such an Insured Member exits the group without raising any claim during the Policy Year in which the Insured Member is covered under the Policy and this Rider.

F2. AGE ADMITTED

The Company has calculated the Premiums 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 the Correct Age makes the Life Assured ineligible for this Policy, we will offer him suitable plan as per our underwriting norms. If you do not wish to opt for the alternative plan or if it is not possible for us to grant any other plan, the Policy will stand cancelled from the date of issuance and the Premiums paid under the Policy will be returned subject to the deduction of expenses incurred by the Company and the Policy will terminate thereafter; or (ii) if the Correct Age makes the Life Assured eligible for the Policy, the difference between the revised Premium, as per the Correct Age and the original Premium, with interest, will be due on the next Policy Anniversary date and the revised Premium will continue for the rest of the Premium Payment Term. The provisions of Section 45 of the Insurance Act, 1938 shall be applicable.

F3. NOMINATION:

The nomination of the Rider Policy is allowed only along with the Base Policy and in accordance with the provisions stated in the Base Policy.

F4. ASSIGNMENTS

Assignment is not allowed under this Rider Policy.

SAMPLE

F5. Fraud and Misstatement

Fraud and misstatement would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. Please refer the Main Policy document for the same. The simplified version of the provisions of Section 45 is enclosed in Annexure III for your reference. In addition to the above mentioned terms, the terms and conditions mentioned under Part F of the Main Policy document shall also apply. Further, the disclosure to information norm under Master Circular on Standardization of Health Insurance Products stating that' the policy shall be void and all premiums paid thereon shall be forfeited to the company in the event of misrepresentation, mis – description or non – disclosure of any material fact' shall also apply.

F6. REVIEW, REVISION

The Company reserves the right to review, revise, delete and/ or alter any of the terms and conditions of this Policy, including without limitation the Benefits, the Premiums with the prior approval of the IRDAI.

F7. NOTICE BY THE COMPANY UNDER THE RIDER

Any of the notices required to be issued in terms of this Rider may be issued, either by issuing individual notices to the Policyholder, including by electronic mail and/or facsimile, or by issuing a general notice, including by publishing such notices in newspapers and/or on the Company's website.

F8. RISK FACTORS:

a) HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life Group Illness Rider is only the name of the Critical Illness and/or Terminal Illness Rider and does not in any way indicate the quality of the product, its future prospects or returns.

F9. GOVERNING LAW AND JURISDICTION

This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts of law within whose territorial jurisdiction the registered office of the Company is situated. No action in law or equity shall be brought against the Company to enforce any claim under this Policy, unless the Policyholder has filed with the Company a claim together with all the required documents, in accordance with the requirements of this Policy and complied with the requirements of the Company, at least 60 days prior to the institution of such action.

F10. GRACE PERIOD

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.

Grace period allowed for payment of Premiums in installments: . 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. The policy is considered to be in-force with the risk cover during the grace period without any interruption.

F11. REQUIREMENTS FOR CLAIM - PROOF OF ILLNESS

The Master Policy Holder shall in the event of a claim under this Rider, follow the procedure as provided below:

SAMPLE

a) The Company must receive a written notice of claim within 60 days of Diagnosis of Critical Illness and within 30 days of diagnosis of Terminal Illness from the Master Policyholder or his legal representatives.

b) Proof of the Diagnosis of Illness, satisfactory to the Company, including medical reports if any called for should be provided by the Master Policyholder or his legal representatives at their own expense within a reasonable period of time.

c) The Company reserves the right to call for such medical examinations as it may require and for this purpose, may advise the Insured Member to submit himself/herself to further medical examinations by a Specialist approved by the Company for this purpose. The decision of the Specialist approved by the Company with reference to the Diagnosis of Illness shall be final. Any failure to provide the required proof or to submit to such medical examinations will result in repudiation of the claim under this Policy. In that event the Company shall not be liable to refund any premiums paid under this Policy.

The maximum aggregate benefit admissible under the Rider or riders issued by the Company upon the life of the Insured Member, whether such benefits are claimed at the same time or different points in time, shall not in any event exceed the maximum per Rider Policy as mentioned in the Policy Schedule. Should there be more policies than one, and the total admissible benefits shall be limited to the maximum Sum Assured as mentioned in the Policy Schedule in the order of Date of Risk Commencement.

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

F12. ISSUANCE OF DUPLICATE POLICY

In the event if the Policyholder loses/misplaces /destroys the original policy bond, the Policyholder shall immediately inform the Company, the Company after obtaining satisfactory evidence shall issue duplicate policy and on such conditions and procedural compliances as decided by the Company.

SAMPLE

PART G: Grievance Redress Mechanism

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

Annexure - I

PARTICULARS OF MEMBERS:

S. No	Employee Name	Designation	Date of Birth	Location	Risk Commencement Date	Base Plan Sum Assured	Rider Option	CI Rider Sub-Option	CI rider Accelerated Sum Assured	TI rider Accelerated Sum Assured

SAMPLE

ANNEXURE - II: - List of Critical Illnesses

Definitions & Exclusions Annexure

GENERAL EXCLUSIONS:

The Critical Illness Benefit shall not be payable under this Rider if any of the Critical Illness mentioned in Annexure II was caused directly or indirectly as a result of any of the following;

1. Any Illness(es), disease(s), injury(s) or any medical condition(s) including any recurring illness (es), disease(s), injury(s), medical condition(s), which the life assured contracted prior to the rider risk commencement date or rider revival date, as the case may be, and was not disclosed in any declaration of health to the rider or in the application for revival, and/or for which, prior to the rider risk commencement date or rider revival date, as the case may be, medical advice or diagnosis or treatment was recommended or given by a health professional or evidence of the condition existed which would have caused any ordinary prudent person to seek diagnosis, care or treatment from a health professional.
2. War or hostilities, terrorist attacks (whether war is declared or not).
3. Civil war, rebellion, revolution, civil unrest or riot.
4. An act of any person acting on their own or on behalf of or in connection with any group or organization to influence by force any group, corporation or government by terrorism, kidnapping or attempted kidnapping, attack, assault, or any other violent means with criminal intent.
5. Attempted Suicide or intentional self-inflicted act.
6. Drug Abuse: Alcohol or solvent, substance abuse, or taking of drugs except under the direction of a registered medical practitioner.
7. Disease in the presence of an HIV infection/AIDS.
8. Nuclear fusion, nuclear fission, nuclear waste, nuclear contamination or any radioactive or ionizing radiation or any accident or contamination resulting from the same.
9. Participation of the Life assured in an illegal or criminal act with illegal/criminal intent.
10. Injuries or diseases arising from professional sports, racing of any kind,; scuba-diving, aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and skydiving) other than as a crew member or as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous activities or sports unless agreed by special endorsement prior to the issuance of the rider.
11. Any disease occurring within the Waiting Period;
12. Any Congenital Condition

    Without prejudice to the exclusions mentioned elsewhere in this document and the exclusions applicable to the Base Policy, the above exclusions shall apply to the benefits admissible under Critical Illness in this Policy.

The definitions of the specified critical illness conditions are;

I. Cancer of Specified Severity:

A malignant tumor 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. Tumors showing the malignant changes of carcinoma in situ & tumors 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.

SAMPLE

iii. All tumors 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 leukemia less than RAI stage 3
vi. Microcarcinoma of the bladder
vii. All tumors in the presence of HIV infection.

II. 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 not covered:

a. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
b. Other acute Coronary Syndromes
c. Any type of angina pectoris.

III. Stroke Resulting in Permanent Symptoms:

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, hemorrhage 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:

a. Transient ischemic attacks (TIA)
b. Traumatic injury of the brain
c. Vascular disease affecting only the eye or optic nerve or vestibular functions.

IV. Open Chest Coronary Artery Bypass Surgery (CABG):

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.
The following are excluded:

a. Angioplasty and/or any other intra-arterial procedures
b. Any key-hole or laser surgery.

V. 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.

VI. Major Organ/ Bone Marrow Transplant:

The actual undergoing of a transplant of:

i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

SAMPLE

The following are excluded:

a. Other stem-cell transplants.
b. Where only islets of langerhans are transplanted.

VII. Benign Brain Tumor:

A benign tumor in the brain (located in the cranial vault and limited to the brain, meninges or cranial nerves) where all of the following conditions are met:

i. It is life threatening;
ii. It has caused damage to the brain;
iii. It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit which has to be documented for at least 3 months following the Date of Diagnosis; and
iv. Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.

The following are excluded:

a. Cysts;
b. Granulomas;
c. Vascular malformations;
d. Haematomas; and
e. Tumors of the pituitary gland or spinal cord
f. Tumors of acoustic nerve (acoustic neuron)

VIII. 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.

IX. 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.

X. Total Blindness:

Total, permanent and irreversible loss of all vision (visual acuity of less than 6/60 in the better eye even with the use of visual aids) in both eyes as a result of illness or accident. This diagnosis must be confirmed by a Consultant Ophthalmologist. The blindness must not be correctable by aides or surgical procedures.
To establish permanent loss of vision, total loss of vision should normally need to have persisted for at least six consecutive months.

XI. Major Burns:

Third degree (full thickness of the skin) burns covering at least 20% of the surface of the Insured Members body. The condition (diagnosis and the total area involved using standardized, clinically accepted, body surface area charts) must be confirmed by a consultant physician acceptable to the Company.

Exclusion

a. Burns arising due to self-infliction.

SAMPLE

XII. 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.

XIII. Surgery of Aorta:

The actual undergoing of surgery via thoracotomy or laparotomy for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.
The term "aorta" means the thoracic and abdominal aorta but not its branches.
Exclusion

a. Stent-grafting

XIV. Motor Neuron disease with Permanent Symptoms:

Motor neuron 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.

XV. Multiple sclerosis with Persisting Symptoms:

The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:

i. investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
ii. 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
iii. well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with atleast two clinically documented episodes atleast one month apart.

Exclusions

Other causes of neurological damage such as SLE and HIV are excluded.

XVI. Aplastic Anemia:

Chronic persistent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

i. Repeated blood transfusions;
ii. Marrow stimulating agents;
iii. Immunosuppressive agents; or
iv. Bone marrow transplant

The diagnosis and suggested line of treatment of irreversible aplastic anemia must be confirmed by a Hematologist acceptable to the Company using relevant laboratory investigations including Bone Marrow Biopsy. Two out of the following three values must be present:

1. Absolute neutrophil count of 500 per cubic millimeter or less;
2. Absolute Reticulocyte count of 20,000 per cubic millimeter or less;
3. Platelet count of 20,000 per cubic millimeter or less.

Exclusion

SAMPLE

Temporary or reversible aplastic anemia is excluded and not covered in this Policy.

XVII. End Stage Liver Disease:

End Stage Liver Disease means chronic end stage liver failure evidenced by all of the following:

i. Uncontrollable Ascites
ii. Permanent Jaundice
iii. Oesophageal or Gastric Varices and Portal Hypertension
iv. Hepatic Encephalopathy.

Exclusion
Liver disease arising out of or secondary to alcohol or drug abuse & Child-Pugh-Stage A.

XVIII. Chronic Lung Disease:

End Stage Lung Disease, causing chronic respiratory failure including Chronic Interstitial Lung Disease.
The following criteria must be met:

i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
iii. Arterial blood gas analyses with partial oxygen pressures of 55mmHG or less (PaO2<55mmHg); and
iv. Dyspnea at rest.

This diagnosis must be confirmed by a Consultant Pulmonologist acceptable to the Company.

XIX. Alzheimer's Disease (before age 65)

Alzheimer's disease is a progressive degenerative disease of the brain characterised by diffuse atrophy throughout the cerebral cortex with distinctive histopathologic changes. Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning requiring the continuous supervision of the life assured. The disease must result in a permanent inability to perform independently three or more Activities of Daily Living.

The Activities of Daily Living are as follows.
(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 to 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.

This diagnosis must be supported by the clinical confirmation of an appropriate consultant Neurologist and supported by the Company's appointed doctor.

XX. Parkinson's Disease

The unequivocal diagnosis of primary idiopathic Parkinson's disease (all other forms of Parkinsonism are excluded) made by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

i. The disease cannot be controlled with medication;

ii. Objective sign of progressive impairment; and
iii. There is an inability of the Insured Members to perform (whether aided or unaided) at least 3 of the following "Activities of Daily Living" for a continuous period of at least 6 months.

The Activities of Daily Living are:

1. 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;
2. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Mobility: the ability to move indoors from room to room on level surfaces;
5. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding: the ability to feed oneself once food has been prepared and made available

Exclusion

a. Drug-induced or toxic causes of Parkinsonism.

XXI. Loss of Speech

Total, permanent and irrecoverable loss of the ability to speak due to physical injury or damage to the vocal cords. The inability to speak must be established for a continuous period of 12 (twelve) months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) Specialist.

Exclusion

a. All psychiatric related causes of loss of speech.

No benefit will be payable if, in general medical opinion, a device, or implant could result in the partial or total restoration of speech.

XXII. Major Head Trauma

Accidental major trauma to head causing permanent neurological deficit to be assessed no sooner than 3 months from the date of accident. The Accident head injury must result in an inability to perform (whether aided or unaided) 3 (three) or more Activities of Daily Living. This condition shall be assessed no sooner than 6(six) weeks from date of accident.

The Activities of Daily Living are:

1. 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;
2. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Mobility: the ability to move indoors from room to room on level surfaces;
5. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding: the ability to feed oneself once food has been prepared and made available.

This diagnosis must be confirmed by a consultant neurologist and supported by unequivocal findings on MRI CT Scan, or other reliable imaging techniques. The head injury must be caused solely and directly by accidental, violent, external and visible means and independent of all other causes.

Exclusion

a. Spinal cord injury; and
b. Brain dysfunction due to any other causes other than accident.

SAMPLE

XXIII. Primary Pulmonary Hypertension

Primary Pulmonary Hypertension with substantial right ventricular enlargement confirmed by investigations including cardiac catheterization, resulting in permanent physical impairment of at least Class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment and resulting in the Life Insured being unable to perform his / her usual occupation. The diagnosis of primary pulmonary hypertension needs to be made by a cardiologist or a Specialist in respiratory medicine and needs to be supported by data provided at cardiac catherisation.
The diagnosis must be supported by all three (3) of the following criteria:

1. Mean pulmonary artery pressure > 30 mmHg; and
2. Pulmonary vascular resistance > 3 mmHg / L / min; and
3. Normal pulmonary wedge pressure < 15 mmHg.

New York Heart Classification:

Class I: Patients with cardiac disease but without resulting limitation of physical activity. Ordinary physical activity does not cause undue fatigue, palpitation, dyspnea or angina pain.
Class II: Patients with cardiac disease results in slight limitation of physical activity. They are comfortable at rest. Ordinary physical activity results in fatigue, palpitation, dyspnea or angina pain.
Class III: Patients with cardiac disease resulting in marked limitation of physical activity. They are comfortable at rest. Less than ordinary activity causes fatigue, palpitation, dyspnea or anginal pain.
Class IV: Patients with cardiac disease resulting in inability to carry on any physical activity without discomfort. Symptoms of heart failure or the angina syndrome may be present even at rest. If any physical activity is undertaken, discomfort increases.

Exclusion

a. Pulmonary hypertension associated with lung disease.
b. Chronic hypoventilation
c. Pulmonary thromboembolic disease
d. Diseases of the left side of the heart
e. Congenital heart disease.

XXIV. Systemic Lupus Erythematosus with Lupus Nephritis

A mutli-system, multifactorial, autoimmune disease characterized by the development of auto-antibodies directed against various self-antigens. In respect of this Contract, Systemic Lupus Erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a certified doctor specializing in Rheumatology and Immunology. There must be positive antinuclear antibody test.

Exclusion

Other forms, discoid lupus, and those forms with only hematological and joint involvement.

WHO Classification of Lupus Nephritis:

Class I: Minimal change Lupus Glomerulonephritis- Negative, normal urine.

Class II: Mesangial Lupus Glomerulonephritis- Moderate Proteinuria, active sediment

Class III: Focal Segmental Proliferative Lupus Glomerulonephritis- Proteinuria, active sediment.

Class IV: Diffuse Proliferative Lupus Glomerulonephritis- Acute nephritis with active sediment and / or nephritic syndrome.

Class V: Membranous Lupus Glomerulonephritis- Nephrotic Syndrome or severe proteinuria.

XXV. Apallic Syndrome:

Universal necrosis of the brain cortex with the brainstem remaining intact. Diagnosis must be confirmed by a Neurologist and evidenced by specific findings in neuroradiological tests (e.g. CT Scan, MRI of the brain). The condition must be documented for at least one month with no hope of recovery.

SAMPLE

ANNEXURE - III

Section 45 – Policy shall not be called in question on the ground of misstatement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

01. 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.

02. 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.

03. 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.

04. 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.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / Claimant 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 misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or Claimant.

06. 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.

07. In case repudiation is on ground of misstatement 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.

08. 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.

SAMPLE

09. 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.
[Disclaimer: This is not a comprehensive list of amendments. Policy Holders are advised to refer to Insurance Act, 1938 as amended from time to time for complete and accurate details].

SAMPLE