

## Part A

< Date >>

<<Policyholder's Name>>

<<Policyholder's Address>>

<<Policyholder's Contact Number>>

Dear <<Policyholder's Name>>,

### **Sub: Your Rider document no. <<>>**

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

### **Rider Document:**

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

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

<<In case you are not agreeable to any of the terms and conditions stated in the Rider, you have the option to return the Rider document to us for cancellation stating the reasons thereof, within 30 days from the date of receipt of the Rider document, whether received electronically or otherwise. The Rider can be cancelled in the free-look period even if the Main Policy to which it is attached, is continued. The Rider shall automatically be cancelled if the Base Policy to which it is attached, is cancelled. On receipt of your letter for cancellation of the rider along with the original Rider document (original Rider Document is not required for policies in dematerialised form or where policy is issued only in electronic form), we shall arrange to

- a) Refund the Premium paid by you, subject only to deduction of the expenses incurred by us for medical examination (if any) and stamp duty charges( if any);
- b) Deduct the proportionate risk premium for the period on cover;

The terms and conditions mentioned above are only for the Rider document. For terms and conditions related to refund under the Base Policy please refer to your Base Policy.

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.>>

In case you wish to contact us, our correspondence address is specified below. We kindly request you to quote your Policy number as it helps us serve you better. If you are keen to know more about our products and services, you may reach out to our Certified Financial Consultant (Insurance Agent) who has advised you while taking this Policy. The details of your Certified Financial Consultant including contact details are also listed below. Or you may call us on our toll-free number 1800 266 9777 or email us @ [onlinequery@hdfclife.in](mailto:onlinequery@hdfclife.in). You can also get in touch with us via social media:

<https://www.youtube.com/user/hdfclife10>

<http://www.linkedin.com/company/19117>

<https://twitter.com/HDFClife>

<https://www.facebook.com/HDFClife>

To contact us in case of any grievance, please refer to Part G. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region. Thanking you for choosing HDFC Life Insurance Company Limited and looking forward to serving you in the years ahead

Yours sincerely,

<< Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>>

**Agency/Intermediary Code: <<Agency/Intermediary Code>>**

**Agency/Intermediary Name: <<Agency/Intermediary Name>>**

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

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

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

Registered Office: HDFC Life Insurance Company Limited, Lodha Excelus, 13th Floor, Apollo Mills Compound, Mahalaxmi, Mumbai-400011. Help line: 022-68446530 (STD charges apply) Available Mon-Sat 10 am to 7 pm IST. DO NOT prefix any country code e.g. +91 or 00. | Website: [www.hdfclife.com](http://www.hdfclife.com). | Email – [service@hdfclife.com](mailto:service@hdfclife.com) | [NRIservice@hdfclife.com](mailto:NRIservice@hdfclife.com) (For NRI customers only)

CIN: L65110MH2000PLC128245. Help line: 022-68446530 (STD charges apply)

**RIDER DOCUMENT- HDFC LIFE <<HEALTH PLUS RIDER –LINKED>>**

**Unique Identification Number: <<101A034V01>>**

Your Rider is A Linked, Non- Participating, << Pure Risk Premium/ Savings (where Return of Premium additional option is selected)>>, Individual Health Rider and can be availed only at the inception or on any premium due date of the base plan chosen. In addition to the Base Policy terms and conditions, the terms of this Rider shall apply when selected by the Policyholder. It is the evidence of a contract between HDFC Life Insurance Company Limited (‘We’/ ‘Company’) and the Policyholder (‘You’) as described in the Rider Schedule given below. This Rider is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given in the proposal form by the Life Assured, applicable medical evidence and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder. This Rider is effective upon receipt and realisation, by the Company, of the consideration payable as First Premium under the Rider. 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.

SAMPLE

**RIDER SCHEDULE**

Rider number: <<>>

Client ID: <<>>

**Policyholder Details**

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

**Life Assured Details**

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

**Rider Details**

<b>Date of Risk Commencement</b>	<< RCD >>
<b>Date of Issue</b>	<< First Issue Date>>
<b>Cover Option</b>	<<Classic / Elite>>
<b>Rider Option Chosen</b>	<<>> <<Return of Premium>>
<b>Rider Sum Assured</b>	Rs. <<>>
<b>Rider Premium (excl taxes)</b>	Rs. <<>>
<b>Rider Term</b>	<<>> years
<b>Rider Premium Paying Term</b>	<<>> years
<b>Frequency of Premium Payment</b>	<< Annual/Half-yearly/ Quarterly/ Monthly >>
<b>Grace Period</b>	<< 15 (for monthly mode) / 30 (for other modes) >> Days

The Premium amount is excluding any applicable taxes and levies on the Premium. Amount of taxes 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 Main Policy.

Signed at Mumbai on <<>>  
For HDFC Life Insurance Company Limited

Authorised Signatory

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

**SPACE FOR ENDORSEMENTS**

SAMPLE

## Part B

In this Rider, the following definitions shall be applicable:

- 1) *Assignee* – means the person to whom the rights and benefits under this Policy are transferred by virtue of assignment under section 38 of the Insurance Act, 1938; as amended from time to time.
- 2) *Assignment* - means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time.
- 3) *Authority* – means Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999.
- 4) *BAUP* – means Board Approved Underwriting Policy, basis which underwriting the proposal or other underwriting decisions are taken by the Company.
- 5) *Company, company, Insurer, Us, us, We, we, Our, our* - means or refers to HDFC Life Insurance Company Limited.
- 6) *Critical Illnesses or CI's covered under Option A are :*

### 1. Alzheimer's Disease

Alzheimer's (presenile dementia) disease is a progressive degenerative disease of the brain, characterised by diffuse atrophy throughout the cerebral cortex with distinctive histopathological changes. It affects the brain, causing symptoms like memory loss, confusion, communication problems, and general impairment of mental function, which gradually worsens leading to changes in personality.

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 diagnosis must be supported by the clinical confirmation of a Neurologist and supported by Our appointed Medical Practitioner.

The disease must result in a permanent inability to perform three or more of six Activities of daily living with "Loss of Independent Living" or must require the need of supervision and permanent presence of care staff due to the disease. This must be medically documented for a period of at least 90 days.

The following conditions are however not covered:

- a) neurosis or neuropsychiatric symptoms without imaging evidence of Alzheimer's Disease
- b) alcohol related brain damage; and
- c) any other type of irreversible organic disorder/dementia not associated with Alzheimer's Disease

The Activities of Daily Living are:

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

### 2. Parkinson's disease

The unequivocal diagnosis of progressive, degenerative idiopathic Parkinson's disease by a Neurologist acceptable to us.

The diagnosis must be supported by all of the following conditions:

- a. the disease cannot be controlled with medication;

- b. signs of progressive impairment; and
- c. inability of the Life Assured to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:

Activities of daily living:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: The ability to move from bed to a upright chair or wheelchair and vice versa;
- iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- v. Feeding: The ability to feed oneself once the food has prepared and made available;
- vi. Mobility: The ability to move indoors from room to room on level surfaces. Parkinson's disease secondary to drug and/or alcohol abuse is excluded.

### 3. Aorta Graft Surgery

The actual undergoing of major Surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the Aorta through surgical opening of the chest or abdomen. For the purpose of this cover the definition of "Aorta" shall mean the thoracic and abdominal aorta but not its branches.

The Life Assured understands and agrees that we will not cover:

- a. Surgery performed using only minimally invasive or intra-arterial techniques.
- b. Angioplasty and all other intra-arterial, catheter based techniques, "keyhole" or laser procedures.

Aorta graft surgery benefit covers Surgery to the aorta wherein part of it is removed and replaced with a graft.

### 4. Amputation of Feet due to Complications from Diabetes

Diabetic neuropathy and vasculitis resulting in the amputation of both feet at or above ankle as advised by a Medical Practitioner who is a specialist as the only means to maintain life. Amputation of toe or toes, or any other causes for amputation shall not be covered.

### 5. Apallic Syndrome

Apallic Syndrome or Persistent vegetative state (PVS) or unresponsive wakefulness syndrome (UWS) is a Universal necrosis of the brain cortex with the brainstem remaining intact. The diagnosis must be confirmed by a Neurologist acceptable to us and the patient should be documented to be in a vegetative state for a minimum of at least one month in order to be classified as UWS, PVS, Apallic Syndrome.

### 6. Aplastic Anaemia

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

- a. Blood or Blood product transfusion;
- b. Marrow stimulating agents;
- c. Immunosuppressive agents; or
- d. Bone marrow transplantation.

The diagnosis must be confirmed by a haematologist using relevant laboratory investigations including Bone Marrow Biopsy resulting in bone marrow cellularity of less than 25% which is evidenced by any two of the following:

- a. Absolute neutrophil count of less than 500/mm<sup>3</sup> or less
- b. Platelets count less than 20,000/mm<sup>3</sup> or less
- c. Reticulocyte count of less than 20,000/mm<sup>3</sup> or less

Temporary or reversible Aplastic Anaemia is excluded.

### 7. Bacterial Meningitis

Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least 6 weeks resulting in permanent inability to perform three or more of six Activities of daily Living.

This diagnosis must be confirmed by:

- a. The presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and
- b. A consultant neurologist.

The Activities of Daily Living are:

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

### 8. Brain Surgery

The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy is performed. Keyhole surgery is included however, minimally invasive treatment where no surgical incision is performed to expose the target, such as irradiation by gamma knife or endovascular neuroradiological interventions such as embolizations, thrombolysis and stereotactic biopsy are all excluded. Brain surgery as a result of an Accident is also excluded. The procedure must be considered medically necessary by a Medical Practitioner who is a qualified specialist.

### 9. Cardiomyopathy

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

NYHA Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy has to be supported by echocardiographic findings of compromised ventricular performance.

Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

### 10. Chronic Adrenal Insufficiency (Addison's Disease)

An autoimmune disorder causing a gradual destruction of the adrenal gland resulting in the need for life long glucocorticoid and mineral corticoid replacement therapy. The disorder must be confirmed by a Medical Practitioner who is a specialist in endocrinology through one of the following:

- ACTH simulation tests;
- insulin-induced hypoglycemia test;
- plasma ACTH level measurement;
- Plasma Renin Activity (PRA) level measurement.

Only autoimmune cause of primary adrenal insufficiency is included. All other causes of adrenal insufficiency are excluded.

### 11. Chronic Relapsing Pancreatitis

An unequivocal diagnosis of Chronic Relapsing Pancreatitis, made by a Medical Practitioner who is a specialist in gastroenterology and confirmed as a continuing inflammatory disease of the pancreas characterised by irreversible morphological change and typically causing pain and/or permanent impairment of function. The condition must be confirmed by pancreatic function tests and radiographic and imaging evidence.

Relapsing Pancreatitis caused directly or indirectly, wholly or partly, by alcohol is excluded.

#### 12. Severe Crohn's Disease

Crohn's Disease is a chronic, transmural inflammatory disorder of the bowel. To be considered as severe, there must be evidence of continued inflammation in spite of optimal therapy, with all of the following having occurred:

- Stricture formation causing intestinal obstruction requiring admission to hospital, and
- Fistula formation between loops of bowel, and
- At least one bowel segment resection.

The diagnosis must be made by a Medical Practitioner who is a specialist Gastroenterologist and be proven histologically on a pathology report and/or the results of sigmoidoscopy or colonoscopy.

#### 13. Aortic Dissection

A condition where the inner lining of the aorta (intima layer) is interrupted so that blood enters the wall of the aorta and separates its layers. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches. The diagnosis must be made by a Medical Practitioner who is a specialist with computed tomography (CT) scan, magnetic resonance imaging (MRI), magnetic resonance angiograph (MRA) or angiogram. Emergency surgical repair is required.

#### 14. Ebola

Infection with the Ebola virus where all the following conditions are met:

- presence of the Ebola virus has been confirmed by laboratory testing;
- there are ongoing complications of the infection persisting beyond thirty (30) days from the onset of symptoms; and
- the infection does not result in death.

#### 15. Elephantiasis

Massive swelling in the tissues of the body as a result of destroyed regional lymphatic circulation by chronic filariasis infection. The unequivocal diagnosis of elephantiasis must be confirmed by a Medical Practitioner who is a specialist physician. There must be clinical evidence of permanent massive swelling of legs, arms, scrotum, vulva, or breasts. There must also be laboratory confirmation of microfilariae infection.

Swelling or lymphedema caused by infection with a sexually transmitted disease, trauma, post-operative scarring, congestive heart failure, or congenital lymphatic system abnormalities is excluded.

#### 16. Encephalitis

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a Medical Practitioner who is a consultant neurologist and the permanent neurological deficit must be documented for at least 6 weeks. The permanent deficit should result in permanent inability to perform three or more of six Activities for Daily Living (listed below).

Activities of daily living are:

- i. 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;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;



- iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Mobility: the ability to move indoors from room to room on level surfaces;
- v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- vi. Feeding: the ability to feed oneself once food has been prepared and made available.

#### 17. Fulminant Hepatitis

A sub-massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- a. Rapid decreasing of liver size;
- b. Necrosis involving entire lobules, leaving only a collapsed reticular framework;
- c. Rapid deterioration of liver function tests;
- d. Deepening jaundice; and
- e. Hepatic encephalopathy.

Acute Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

#### 18. Loss of Independent Existence (cover up to Insurance Age 74)

The Life Assured is physically incapable of performing at least three (3) of the six (6) “Activities of Daily Living” as defined below (either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons) for a continuous period of at least six (6) months, signifying a permanent and irreversible inability to perform the same. For the purpose of this definition, the word “permanent” shall mean beyond the hope of recovery with current medical knowledge and technology. The Diagnosis of Loss of Independent Existence must be confirmed by a Medical Practitioner who is a specialist.

Only Life Insured with Insurance Age between 18 and 74 on first diagnosis is eligible to receive a benefit under this illness.

Activities of daily living:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- v. Feeding: the ability to feed oneself once food has been prepared and made available;
- vi. Mobility: The ability to move indoors from room to room on level surfaces.

#### 19. Medullary Cystic Disease

Medullary Cystic Disease where the following criteria are met:

- the presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- the Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy. Isolated or benign kidney cysts are specifically excluded from this benefit.

#### 20. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The diagnosis of muscular dystrophy must be unequivocal and made by a Medical Practitioner who is a consultant neurologist. The condition must result in the inability of the Life Insured to perform (whether aided or unaided) at least 3 of the 6 “Activities of Daily Living” for a continuous period of at least 6 months.

Activities of daily living:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- v. Feeding: the ability to feed oneself once food has been prepared and made available;
- vi. Mobility: The ability to move indoors from room to room on level surfaces.

#### 21. Myasthenia Gravis

An acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatigability, where all of the following criteria are met:

- Presence of permanent muscle weakness categorized as Class IV or V according to the Myasthenia Gravis Foundation of America Clinical Classification given below; and
- The Diagnosis of Myasthenia Gravis and categorization are confirmed by a Medical Practitioner who is a neurologist.

Myasthenia Gravis Foundation of America Clinical Classification:

- Class I: Any eye muscle weakness, possible ptosis, no other evidence of muscle weakness elsewhere.
- Class II: Eye muscle weakness of any severity, mild weakness of other muscles.
- Class III: Eye muscle weakness of any severity, moderate weakness of other muscles.
- Class IV: Eye muscle weakness of any severity, severe weakness of other muscles.
- Class V: Intubation needed to maintain airway.

#### 22. Other Serious Coronary Artery Disease

The narrowing of the lumen of at least one coronary artery by a minimum of 75% and of two others by a minimum of 60%, as proven by coronary angiography, regardless of whether or not any form of coronary artery intervention or surgery has been performed. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery (but not including their branches).

#### 23. Poliomyelitis

The occurrence of Poliomyelitis where all of the following conditions are met:

- Poliovirus is identified as the cause,
- Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.

#### 24. Progressive Scleroderma

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following are excluded:

- Localised scleroderma (linear scleroderma or morphea);
- Eosinophilic fasciitis; and
- CREST syndrome.

#### 25. Progressive Supranuclear Palsy

Confirmed by a Medical Practitioner who is a specialist in neurology of a definitive diagnosis of progressive supranuclear palsy. There must be permanent clinical impairment of motor function, eye movement disorder and postural instability.

## 26. Severe Rheumatoid Arthritis

Unequivocal Diagnosis of systemic immune disorder of rheumatoid arthritis where all of the following criteria are met:

- Diagnostic criteria of the American College of Rheumatology for Rheumatoid Arthritis;
- Permanent inability to perform at least three (3) of six (6) “Activities of Daily Living”;
- Widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, knees, hips, ankle, cervical spine or feet; and
- The foregoing conditions have been present for at least six (6) months.

The Activities of Daily Living are:

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

## 27. Severe Ulcerative Colitis

Acute fulminant ulcerative colitis with life threatening electrolyte disturbances. All of the following criteria must be met:

- the entire colon is affected, with severe bloody diarrhoea; and
- the necessary treatment is total colectomy and ileostomy; and
- the diagnosis must be based on histopathological features and confirmed by a Medical Practitioner who is a specialist in gastroenterology.

## 28. Systemic Lupus Erythematosus with Lupus Nephritis

A multi-system autoimmune disorder characterised by the development of autoantibodies directed against various self-antigens. In respect of this Policy, 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 Medical Practitioner specialising in Rheumatology and Immunology.

The WHO Classification of Lupus Nephritis:

- Class I Minimal Change Lupus Glomerulonephritis
- Class II Mesangial Lupus Glomerulonephritis
- Class III Focal Segmental Proliferative Lupus Glomerulonephritis
- Class IV Diffuse Proliferative Lupus Glomerulonephritis
- Class V Membranous Lupus Glomerulonephritis

## 29. Pneumonectomy

The undergoing of surgery on the advice of an appropriate Medical Specialist to remove an entire lung for disease or traumatic injury suffered by the life assured.

The following conditions are excluded:

- a. Removal of a lobe of lungs (lobectomy)
- b. Lung resection or incision

## 30. Third Degree Burns

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

### 31. Stroke resulting in permanent symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

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

### 32. Primary (Idiopathic) Pulmonary Hypertension

An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catherization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

The NYHA Classification of Cardiac Impairment are as follows:

- a. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- b. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

### 33. 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.

### 34. Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery 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.

### 35. Open Chest CABG

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:

- Angioplasty and/or any other intra-arterial procedures

### 36. Multiple Sclerosis with Persisting Symptoms

The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- a. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and

b. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Neurological damage due to SLE is excluded.

### 37. 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.

### 38. Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

- a. Other stem-cell transplants
- b. Where only Islets of Langerhans are transplanted

### 39. Major Head Trauma

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The Accidental Head injury must result in an inability to perform at least three (3) of the following 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 scope of recovery with current medical knowledge and technology.

The Activities of Daily Living are:

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

The following is excluded:

- Spinal cord injury.

### 40. Benign Brain Tumor

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist:

- a. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- b. Undergone surgical resection or radiation therapy to treat the brain tumor.

The following conditions are excluded:

•Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

#### 41. Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

The Blindness is evidenced by:

- a. corrected visual acuity being 3/60 or less in both eyes or;
- b. the field of vision being less than 10 degrees in both eyes.

The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

#### 42. Deafness

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means “the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing” in both ears.

#### 43. End Stage Lung Failure

End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- a. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- b. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- c. Arterial blood gas analysis with partial oxygen pressures of 55mmHg or less ( $PaO_2 < 55$  mmHg); and
- d. Dyspnea at rest.

#### 44. End Stage Liver Failure

Permanent and irreversible failure of liver function that has resulted in all three of the following:

- a. permanent jaundice; and
- b. ascites; and
- c. hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

#### 45. Loss of Speech

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

#### 46. Loss of Limbs

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self- inflicted injury, alcohol or drug abuse is excluded.

#### 47. 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 (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

#### 48. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

- Positive result of the blood culture proving presence of the infectious organism(s);
- Presence of at least moderate heart valve incompetence (meaning regurgitant fraction of 20% or above) or moderate heart valve stenosis (resulting in heart valve area of 30% or less of normal value) attributable to Infective Endocarditis; and
- The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a Medical Practitioner who is a cardiologist.

#### 49. 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:

- 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.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting from alcohol or drug abuse is excluded.

#### 50. Cancer of Specified Severity

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- a. All tumors which are histologically described as carcinoma in situ, benign, pre- malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- b. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- c. Malignant melanoma that has not caused invasion beyond the epidermis;
- d. 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
- e. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f. Chronic lymphocytic leukaemia less than RAI stage 3
- g. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- h. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

#### 51. Myocardial Infarction (First Heart Attack of Specific Severity)

The first occurrence of heart attack or 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 Myocardial Infarction should be evidenced by all of the following criteria:

- a. A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- b. New characteristic electrocardiogram changes
- c. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- Other acute Coronary Syndromes
- Any type of angina pectoris
- A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure

#### 52. Creutzfeldt-Jacob Disease (CJD)

Creutzfeldt-Jacob disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A Medical Practitioner who is a neurologist must make a definite diagnosis of Creutzfeldt-Jacob disease based on clinical assessment, EEG and imaging. There must be objective neurological abnormalities on exam along with severe progressive dementia.

#### 53. Multiple System Atrophy

A diagnosis of multiple system atrophy by a Specialist Medical Practitioner (Neurologist). There must be evidence of permanent clinical impairment for a minimum period of 30 days of either:

- a. Motor function with associated rigidity of movement; or
- b. The ability to coordinate muscle movement; or
- c. Loss of Bladder control and postural hypotension

#### 54. Loss of One Limb and One Eye

Total, permanent and irrecoverable loss of sight of one eye and loss by severance of one limb at or above the elbow or knee.

The loss of sight of one eye must be clinically confirmed by a Medical Practitioner who is an eye specialist, and must not be correctable by aids or surgical procedures.

#### 55. Necrotising Fasciitis

Necrotizing fasciitis is a progressive, rapidly spreading, infection located in the deep fascia causing necrosis of the subcutaneous tissues. An unequivocal diagnosis of necrotizing fasciitis must be made by a Medical Practitioner who is a specialist and the diagnosis must be supported with laboratory evidence of the presence of a bacteria that is a known cause of necrotising fasciitis. There must also be widespread destruction of muscle and other soft tissues that results in a total and permanent loss or function of the affected body part.

#### 56. Hemiplegia

The total and permanent loss of the use of one side of the body through paralysis persisting for a period of at least 6 weeks and with no foreseeable possibility of recovery caused by illness or injury, except when such injury is self-inflicted.

#### 57. Tuberculosis Meningitis

Meningitis caused by tubercle bacilli, resulting in permanent neurological deficit persisting for at least 180 consecutive days. Such a diagnosis must be confirmed by a Medical Practitioner who is a specialist in neurology. Permanent neurological deficit with persisting clinical symptoms means symptoms of dysfunction in the nervous system that are not present on clinical examination and expected to last throughout the lifetime of life assured.

#### 58. Myelofibrosis

A disorder which can cause fibrous tissue to replace the normal bone marrow and results in anaemia, low levels of white blood cells and platelets and enlargement of the spleen. The condition must have progressed to the point that it is permanent and the severity is such that the Life Insured requires a blood transfusion at least monthly. The diagnosis of myelofibrosis must be supported by bone marrow biopsy and confirmed by a Medical Practitioner who is a specialist.

#### 59. Pheochromocytoma



Presence of a neuroendocrine tumour of the adrenal or extra-chromaffin tissue that secretes excess catecholamines requiring the actual undergoing of surgery to remove the tumour.  
The Diagnosis of Pheochromocytoma must be confirmed by a Medical Practitioner who is an endocrinologist.

#### 60. Eisenmenger's Syndrome

Development of severe pulmonary hypertension and shunt reversal resulting from heart condition. The diagnosis must be made by a Medical Practitioner who is a specialist with echocardiography and cardiac catheterisation and supported by the following criteria:

- Mean pulmonary artery pressure > 40 mm Hg;
- Pulmonary vascular resistance > 3mm/L/min (Wood units); and
- Normal pulmonary wedge pressure < 15 mm Hg.

#### 7) Stages of cancer covered under option B are:

##### 1. Cancer of Specified Severity

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- i. All tumors which are histologically described as carcinoma in situ, benign, premalignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. 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
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

##### 2. Carcinoma In-Situ (CiS)

Carcinoma-in-situ shall mean first ever histologically proven, localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in any of the following covered organ groups, and subject to any classification stated:

- i. Breast, where the tumor is classified as Tis according to the TNM Staging method
- ii. Corpus uteri, vagina, vulva or fallopian tubes where the tumor is classified as Tis according to the TNM Staging method or FIGO (staging method of the Federation Internationale de Gynecologie et d'Obstetrique) Stage 0
- iii. Cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or as Tis according to the TNM Staging method or FIGO Stage 0
- iv. Ovary –include borderline ovarian tumors with intact capsule, no tumor on the ovarian surface, classified as T1aN0M0, T1bN0M0 (TNM Staging) or FIGO 1A, FIGO 1B
- v. Colon and rectum; Penis; Testis; Lung; Liver; Stomach, Nasopharynx and oesophagus
- vi. Urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary Carcinoma is included.

The diagnosis of the Carcinoma in situ must always be supported by a histopathological report. Furthermore, the diagnosis of Carcinoma In-Situ must always be positively diagnosed upon the basis

of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.

Pre-malignant lesion and carcinoma in situ of any organ, unless listed above, are excluded.

### 3. Specified Early-Stage Cancers

Specified Early Cancers shall mean first ever presence of one of the following malignant conditions:

- i. Prostate Cancer that is histologically described using the TNM Classification as T1N0M0 or Prostate cancers described using another equivalent classification.
- ii. Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.
- iii. Tumors of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification).
- iv. Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI Stage 0 or lower is excluded.
- v. Malignant melanoma that has not caused invasion beyond the epidermis.
- vi. Hodgkin's lymphoma Stage I by the Cotswold's classification staging system.
- vii. The diagnosis must be based on histopathological features and confirmed by a Pathologist.

Pre - malignant lesions and conditions, unless listed above, are excluded.

- 8) *Free Look period* - means the period as specified under Part D clause 8 from the receipt of the Rider during which Policyholder can review the terms and conditions of this Rider and where if the Policyholder is not agreeable to any of the provisions stated in the Rider, he/ she has the option to return this Rider.
- 9) *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.
- 10) *Injury* - means accidental physical bodily harm excluding illness and disease. It must be solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 11) *Life Assured* - means the person as stated in the Rider Schedule on whose life the contingent events have to occur for the Benefits to be payable. The Life Assured may be the Policyholder.
- 12) *Main/Base Policy* - means or refers to the Policy to which this Rider is annexed / attached thereto.
- 13) *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 his license but excluding the Practitioner who is:
  - a) Insured/Policyholder himself;
  - b) Insurance Agent, business partner(s) or employer/employee of the Insured or;
  - c) A member of the Insured's immediate family.
- 14) *Nomination* - is the process of nominating a person(s) who is (are) named as “Nominee(s)” in the proposal form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
- 15) *Nominee* – means the person named by the Policyholder under this policy and registered with us in accordance with the Nomination Schedule, who is authorized to receive the Death Benefit under this Policy, on the death of the Life Assured.
- 16) *Non-par products or Products without participation in profits* - means products where policies are not entitled for any share in surplus (profits) during the term of the policy.
- 17) *Policyholder, You, you, your* – means or refers to the Policyholder stated in the Policy Schedule.

- 18) *Pre-existing Disease (PED)* - 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; 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.
- 19) *Pure risk products* - means insurance products (without any savings element) where the payment of agreed amount is assured on the happening of death of life assured or on happening of insured health related contingency within the term of the policy.
- 20) *Revival period* - means the period of five consecutive complete years from the date of first unpaid premium.
- 21) *Rider* - means the insurance cover(s) added to a base product for additional premium or charge.
- 22) *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, and may include waiver of premium benefit on other applicable riders.
- 23) *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.
- 24) *Rider Term* – means the term of the Rider as stated in the Rider Schedule.
- 25) *Savings products* - means those products other than Pure risk products.
- 26) *Surrender* - means complete withdrawal or termination of the entire policy contract.
- 27) *Surrender value* - means an amount, if any, that becomes payable on surrender of a policy during its term, in accordance with the terms and conditions of the policy.
- 28) *Total Rider Premiums Paid* - means total of all the rider premiums received, excluding any extra premium and taxes.

The terms, conditions and provisions of the Base Policy shall apply to this Rider also. Terms not defined under this document shall have the same meaning assigned to them under the Main Policy document.

### Part C

#### 1) Benefits:

There are two options available under this Rider. The Policyholder can choose any one option.

Option	Option Name
Option A	Comprehensive CI Cover
Option B	Cancer Cover

- i) The Policyholder needs to opt for this rider at inception or during the premium payment term of the Base Policy.
- ii) Rider coverage terminates as soon as the Base Policy terminates

#### 1. Benefits on Death

No Benefit is payable on death under this Rider

#### 2. Benefits on Maturity

No benefit is payable on maturity under this Rider, unless Return of Premium option is opted.

#### 3. Other Benefits

##### Option A: Comprehensive CI Cover

On the Life Assured being diagnosed with any of the Critical Illnesses mentioned in the Table 1 below, subject to exclusions listed under clause(1) of part F, the Rider Sum Assured shall be paid as lump sum to the Policyholder and the Rider coverage will terminate.

##### Option B: Cancer Cover

###### i) Benefit on diagnosis of Cancer

This benefit is payable on diagnosis of any of the covered illness conditions listed below:

Sr. No.	Name of Cancer Condition	Type of Cancer Condition
1	Cancer of Specified Severity	Major
2	Carcinoma-in-situ (CIS)	Minor
3	Early-Stage Cancer	Minor

The benefit pay-out will be as per below table -

Diagnosis of	Benefit Amount as a % of Applicable Rider Sum Assured
Minor Type of Cancer Condition	25% of Rider Sum Assured (Increased Rider Sum Assured in case of Elite cover option) or INR 12,50,000/-, whichever is lower
Major Type of Cancer Condition	100% of Rider Sum Assured less Early Stage Cancer or CIS claims, if any

A maximum of two claims are payable under the minor type of cancer conditions. However, only one claim will be paid for the same minor type of cancer condition. Once claims are made for 100% of Rider Sum Assured, the Rider Coverage will terminate.

###### ii) Waiver of Premium Benefit:

On a valid claim of minor type of cancer condition, premiums payable under this Rider will be waived for a period of three years. In case the outstanding Rider Term is less than three years then premiums for the outstanding Rider Term would be waived.

In case the outstanding Rider Term is more than three years then the premiums will be waived only for a period of three years. The Policyholder will need to resume payment of premiums thereafter.

Please refer to Part B – point 7 above for definitions of illnesses covered under Cancer Cover option.

#### **4. Cover Options – Classic or Elite**

Under both options, the Policyholder may choose either Classic or Elite cover option.

1) Classic Cover Option – The Rider Sum Assured remains same during the Rider Term.

2) Elite Cover Option - The Rider Sum Assured will increase by 5% every year, subject to a maximum increase of 40% over the Rider Term. The increased Rider Sum Assured shall not exceed the Base Policy Sum Assured at any point of time. The increase will stop once any claim has been made.

#### **5. Benefit Payout Options -**

In lieu of lump sum benefit, the Policyholder may opt to receive benefit as:

- a) Regular monthly income payable for 10 years, or
- b) Part of benefit amount as lump sum payable immediately and the balance benefit amount as regular monthly income for 10 years.

The choice of benefit pay-out as (a) or (b) mentioned above, can be exercised on or before the claim is made.

The interest rate used to compute the instalment amount shall be equal to the annualized yield on 10 year G-Sec (over last 6 months & rounded down to nearest 25bps) less 100 basis points.

At any time during the instalment phase, the Policyholder / nominee can choose to terminate the instalment payment in exchange for a lump-sum, in which case, the lump-sum payable shall be equal to the discounted value of all the future instalments due. The interest rate used to calculate the discounted value shall be equal to the annualized yield on 10 year G-Sec (over last 6 months & rounded down to nearest 25bps) + 100 basis points on the date of termination.

The interest rate shall be reviewed half-yearly and any change in the interest rate shall be effective from 25th February and 25th August of each year. The interest rate shall be revised every time there is a change as per the above formula. In case of a revision in interest rate, the same shall apply until next revision. The source of 10-year benchmark G-sec yield shall be RBI Negotiated Dealing System-Order Matching segment (NDS-OM).

#### **6. Return of Premium –**

Since you have chosen this option, as the Policyholder, you will have to pay an additional Premium over and above the Premium amount payable for the Rider. You will receive a return of 100% of the Total Rider Premiums Paid as lump sum, upon your survival till maturity of your Rider. This option can be chosen only at Rider inception. Once chosen, the Policyholder cannot opt out of this option.

This option is available only where:

- Rider Term is between 10 and 40 years for Premium Paying Term - Single, Regular and 5 years;
- Rider Term is between 15 and 40 years for Premium Paying Term - 8, 10 and 12 years.

**Table 1 - List of 60 Critical Illnesses covered Under Option A:**

Sr. No.	Name of CI/Surgery	Sr. No.	Name of CI/Surgery
1	Alzheimer's Disease	31	Stroke resulting in permanent symptoms
2	Parkinson's disease	32	Primary (Idiopathic) Pulmonary Hypertension
3	Aorta Graft Surgery	33	Permanent Paralysis of Limbs
4	Amputation of Feet due to Complications from Diabetes	34	Open Heart Replacement or Repair of Heart Valves
5	Apallic Syndrome	35	Open Chest CABG
6	Aplastic Anaemia	36	Multiple Sclerosis with Persisting Symptoms
7	Bacterial Meningitis	37	Motor Neuron Disease with Permanent Symptoms
8	Brain Surgery	38	Major Organ /Bone Marrow Transplant
9	Cardiomyopathy	39	Major Head Trauma
10	Chronic Adrenal Insufficiency (Addison's Disease)	40	Benign Brain Tumor
11	Chronic Relapsing Pancreatitis	41	Blindness
12	Severe Crohn's Disease	42	Deafness
13	Dissecting Aortic Aneurysm	43	End Stage Lung Failure
14	Ebola	44	End Stage Liver Failure
15	Elephantiasis	45	Loss of Speech
16	Encephalitis	46	Loss of Limbs
17	Fulminant Hepatitis	47	Kidney Failure Requiring Regular Dialysis
18	Loss of Independent Existence (cover up to Insurance Age 74)	48	Infective Endocarditis
19	Medullary Cystic Disease	49	Coma of specified Severity
20	Muscular Dystrophy	50	Cancer of Specified Severity
21	Myasthenia Gravis	51	Myocardial Infarction (First Heart Attack of Specific Severity)
22	Other Serious Coronary Artery Disease	52	Creutzfeldt-Jacob Disease (CJD)
23	Poliomyelitis	53	Multiple System Atrophy
24	Progressive Scleroderma	54	Loss of One Limb and One Eye
25	Progressive Supranuclear Palsy	55	Necrotising Fasciitis
26	Severe Rheumatoid Arthritis	56	Hemiplegia
27	Severe Ulcerative Colitis	57	Tuberculosis Meningitis
28	Systemic Lupus Erythematosus with Lupus Nephritis	58	Myelofibrosis
29	Pneumonectomy	59	Pheochromocytoma
30	Third Degree Burns	60	Eisenmenger's Syndrome

Please refer to Part B – point 6 above for definitions of above mentioned Critical Illnesses.

## 2) Cover during Grace Period

The Rider is considered to be in-force with risk cover without any interruption during the Grace Period. Should a valid claim arise under the Rider during the grace period, but before the payment of due premium, the claim shall be honoured as per the terms of the Rider post deduction of the due and unpaid premium for the policy year from any benefit payable.

## Part D

### 1) Surrender Value

Surrender value shall be payable subject to following conditions:

***If you have opted for Return of Premium Option:***

Surrender Value will be the higher of Guaranteed Surrender Value (GSV) and Special Surrender Value (SSV), less any benefits already paid out, payable subject to the conditions below:

Where,

$$GSV = GSV \text{ Factor}\% \times \text{Total Premiums Paid}$$

The policy shall acquire a GSV immediately on the payment of Single Premium and upon the payment of at least two years premium in case of a Limited/Regular premium policy.

SSV shall be calculated as the expected present value of:

1. Paid-up guaranteed future benefits on critical illness/cancer and maturity and
2. accrued / vested benefits, duly allowing for survival benefits already paid, if any

The discount rate used to calculate the expected present value shall be equal to the yield on 10 Year G-Sec plus 50 basis points.

Currently, the interest rate used for calculating the expected present value is 7.75% p.a.

The applicable SSV shall be reviewed annually based on the prevailing yield on 10 Year G Sec and the underlying experience.

***If you have not opted for Return of Premium Option:***

The amount payable will be calculated as given below, subject to Surrender Value (SV) being acquired:

$$SV \text{ Factor}\% \times \text{Total Rider Premiums Paid}^1 \times \text{Unexpired Rider Term} \div \text{Original Rider Term}$$

Where, acquisition of Surrender Value and SV Factors shall be as given in table below:

Premium Payment Term	Surrender Value Acquired	SV Factor%
Single Pay	Immediately upon payment of Premium	50%
Limited Pay	After the end of first policy year, provided at least one full year premium is paid	30%, if less than two annual premium are paid 50%, if at least two annual premium are paid
Regular Pay	No surrender value is payable	Not Applicable

<sup>1</sup> Total Rider Premiums Paid means total of all the rider premiums received, excluding any extra premium and taxes.

### 2) Paid-Up Benefits of Rider

***If you have opted for Return of Premium Option:***

The rider will acquire a paid-up value only:

Single Pay (SP)	NA
Limited Pay (LP)	Upon payment of premiums for at least 1 year.
Regular Pay (RP)	

If the Rider has acquired paid-up value and the Policyholder stops paying Premiums:

- (i) The Comprehensive CI Cover or Cancer Cover benefit (where applicable) shall be calculated as  

$$\text{Rider Sum Assured} \times (\text{Total Rider Premiums Paid} \div \text{Total Rider Premiums Payable})$$
- (ii) Maturity Benefit (where applicable) shall be calculated as:  

$$\text{Maturity Benefit} \times (\text{Total Rider Premiums Paid} \div \text{Total Rider Premiums Payable})$$
- (iii) Surrender benefit shall be calculated as per Part (D) (1) above.

***If you have not opted for Return of Premium Option:***

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.

**3) Revival of the Rider**

Revival period shall be as per the Base Policy. The revival shall be subject to the Board Approved Underwriting Policy of the Company (“BAUP”) and payment of unpaid premiums with interest and a revival fee of Rs 250.

In case the rider is not revived within the revival period as mentioned under the Base Policy, the rider shall terminate and surrender value, if any, shall be paid to the Policyholder.

**4) Renewal of Rider**

As this is a rider benefit, as long as the premium due is paid along with the base premium, the rider benefit is renewed.

**5) Rider Addition/Deletion**

The following Addition/Removal options are available to the Policyholder(s) subject to Board Approved Underwriting Policy (BAUP):

- a) If not opted at inception of the Base Policy, the Policyholder(s) may opt for the rider during the premium paying term of Base Policy.
- b) At any policy anniversary of the Base Policy, the Policyholder(s) can opt out/terminate their existing rider.

**6) Alterations**

No alterations are permissible under the Rider except change in Frequency of Premium Payment if the Frequency of Premium Payment under the Main Policy is being changed. The Frequency of Premium Payment of the Rider cannot be changed independently from the Main Policy.

**7) Loans**

No loans are permissible under this Rider.

**8) Free Look Cancellation**

a) Cancellation in the free look period

- The Policyholder shall have the option of cancelling the rider, stating the reasons thereof, by returning the Rider Document to company, within 30 days from the date of receipt of the rider, whether received electronically or otherwise in case policyholder is not agreeable to any rider terms and conditions.



- The rider can be cancelled in the free-look period even if the Base Policy to which it is attached is continued.
  - The rider shall be automatically cancelled if the Base Policy to which it is attached is cancelled.
  - The rider shall be cancelled, on receipt of letter along with original policy documents., Pursuant to which the company shall arrange to refund the rider premiums paid by policyholder, 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).
  - The terms and conditions mentioned above are only for the Rider. For terms and conditions related to refund under the Base Policy please refer to your Base Policy.
  - 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.
- b) Cancellation after the free look period
- The rider can be cancelled at any time during the Rider Term. Upon such a cancellation, the rider will lapse and the surrender value (if any) will be payable as specified under part D
  - The rider shall be automatically cancelled if the Base Policy to which it is attached is cancelled.

**Part E**

No charges are applicable under the Rider

SAMPLE

## Part F

### 1) Exclusions

#### Option A: Comprehensive CI Cover

##### i) Permanent Exclusions

1. Any Illness, sickness or disease other than those specified as Critical Illnesses under this Rider;
2. Any Pre-existing Disease or any complication arising therefrom.  
Pre-existing Disease (PED) 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; 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.  
Coverage under the Rider after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by us.
3. Any Critical Illness caused due to treatment for, alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
4. Narcotics used by the Life Assured unless taken as prescribed by a registered Medical Practitioner,
5. Any Critical Illness caused due to intentional self-injury, suicide or attempted suicide
6. Any Critical Illness caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power;
7. Any Critical Illness caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
8. Congenital External Anomalies, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Insured;
9. Any Critical Illness caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, including but not limited to, para jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep sea diving
10. Participation by the Life Assured in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
11. Any Critical Illness caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy. Any Critical Illness caused due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.
12. Any Critical Illness caused by any unproven/ experimental treatment, service and supplies for or in connection with any treatment. Unproven/ experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
13. Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners or from a Medical Practitioner who is practicing outside the discipline that he/ she is licensed for.
14. Any Critical Illness caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
15. Any Critical Illness caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
16. Any Critical Illness caused due to surgical treatment of obesity that does not fulfil all the below conditions:
  - a. Surgery to be conducted is upon the advice of the Medical Practitioner

- b.The Surgery / Procedure conducted should be supported by clinical protocols
- c.The member has to be 18 years of age or older and
- d.Body Mass Index (BMI):
  - greater than or equal to 40 or
  - greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
    - i.Obesity related cardiomyopathy
    - ii.Coronary heart disease
    - iii.Severe Sleep Apnea
    - iv.Uncontrolled Type 2 Diabetes
- 17.Any Critical Illness caused due to treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reason.
- 18.Any Critical Illness caused by treatment directly arising from or consequent upon any Life Assured committing or attempting to commit a breach of law with criminal intent.
- 19.In the event of the death of the Life Assured within the stipulated survival period as set out above.
- 20.Any Critical Illness caused by sterility and infertility. This includes:
  - a.Any type of contraception, sterilization
  - b.Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
  - c.Gestational Surrogacy
  - d.Reversal of sterilization

**ii) Waiting Period**

An initial waiting period of 90 days applies from the Date of Risk Commencement or Rider revival date, as the case may be. In case the insured event happens during this period, no benefit shall be payable. However, 100% of the premium will be refunded and the Rider will terminate. No waiting period applies for Critical Illness claims arising solely due to an Accident.

**iii) Survival Period**

A 15-day survival period is applicable. This refers to the period from the diagnosis and fulfilment of the defined conditions covered under the rider which the Life Assured must survive before the benefit will be paid.

Claim payment will be made only if confirmatory diagnosis of the conditions covered is received by the Company while the insured is alive (i.e., a claim would not be admitted if the diagnosis is made post-mortem).

**Option B - Cancer Cover-**

**i) Permanent Exclusions**

We shall not be liable to make any payment under this Rider for Cancer caused by, based on, arising out of or howsoever attributable to any of the following:

1. Any Illness, sickness or disease other than those specified as covered conditions under this Rider.
2. Pre-existing Disease (PED) 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; 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.

In case of enhancement of sum assured the exclusion shall apply afresh to the extent of sum assured increase.

Coverage under the Rider after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by us.

3. Any Illness caused due to treatment for, alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
4. Narcotics used by the Life Assured unless taken as prescribed by a registered Medical Practitioner.
5. Any Illness caused due to intentional self-injury, suicide or attempted suicide, whether the person is medically sane or insane.
6. Any Illness, caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
7. Any Illness caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
8. Working in underground mines, tunneling or involving electrical installations with high tension supply, or as race jockeys or circus personnel.
9. Congenital External Anomalies, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Insured.
10. Any Illness directly or indirectly caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, including but not limited to, para jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep sea diving and selfie accident.
11. Participation by the Life Assured in any flying activity, except as a bona fide, fare paying passenger of a recognized airline on regular routes and on a scheduled timetable.
12. Any Illness, caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy. Any Illness directly or indirectly due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.
13. Any Illness, caused by any unproven/ experimental treatment, service and supplies for or in connection with any treatment. Unproven/ experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
14. Any Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline for which he/ she is licensed.
15. Any Illness, caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
16. Any Illness, caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
17. Any Illness, caused due to surgical treatment of obesity that does not fulfil all the below conditions:
  - a. Surgery to be conducted is upon the advice of the Medical Practitioner
  - b. The Surgery / Procedure conducted should be supported by clinical protocols
  - c. The member has to be 18 years of age or older and
  - d. Body Mass Index (BMI):
    - greater than or equal to 40 or
    - greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
      - i. Obesity related cardiomyopathy
      - ii. Coronary heart disease
      - iii. Severe Sleep Apnea
      - iv. Uncontrolled Type 2 Diabetes despite optimal therapy

18. Any Illness, caused due to treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reason.

19. Any Illness, caused by treatment directly arising from or consequent upon any Life Assured committing or attempting to commit a breach of law with criminal intent.

20. In the event of the death of the Life Assured within the stipulated survival period as set out above.

21. Any Illness, caused by sterility and infertility. This includes:

- a. Any type of contraception, sterilization
- b. Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
- c. Gestational Surrogacy
- d. Reversal of sterilization

### ii) **Waiting Period**

An initial waiting period of 180 days applies from the Risk Commencement Date or Rider revival date, as the case may be. In case the insured event happens during this period, no benefit shall be payable. However, 100% of the premium will be refunded and the Rider will terminate.

### iii) **Survival Period**

A 7-day survival period is applicable. This refers to the period from the diagnosis and fulfilment of the definition of the conditions covered which the life assured must survive before the benefit will be paid.

Claim payment will only be made with confirmatory diagnosis of the conditions covered while the insured is alive (i.e., a claim would not be admitted if the diagnosis is made post-mortem).

## 2) **Document/ Information to be submitted in support of claim**

The documents considered for processing a claim (For Critical Illness or Benefits on diagnosis of Cancer) are:

- a) KYC / Address Proof / Age proof / NEFT details
- b) Claim form
- c) Original Main Policy Document and Rider Document
- d) Any medical reports by the family physician/doctor relevant to Critical Illnesses / Cancer related cover and its treatment,

Please note that the above is an indicative list of documents and we may call for additional documents or raise further requirements. The Insurer will not accept the aforesaid documents unless it is issued by a person duly authorized to issue the same.

The claim is required to be intimated to us along with all necessary claim documents required within 60 days from the date of diagnosis of the condition. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant.

The Company shall settle the claim from the date of receipt of last necessary document in accordance with the provisions of Master Circular on Protection of Policyholders' interests 2024 as amended from time to time. In case of delay in the payment of a claim, the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% (or such rate as may be notified by the Authority, from time to time) above the bank rate.

## 3) **Assignment and Transfer**

This Rider can be assigned as per section 38 of the Insurance Act, 1938 as amended from time to time. However, this Rider cannot be assigned independently. The Rider can be assigned jointly with the Main/Base Policy. The simplified version of the provisions of Section 38 is enclosed in Annexure I for your reference.

#### **4) Nomination**

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

### **Part G**

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

SAMPLE



## 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 there of 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 policySuch 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.**

SAMPLE

## 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 them

the 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.

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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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