

Part A

< __ December 2015 >>
<<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 Critical Illness Plus Rider ("Rider") being this Rider, 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 provisions stated in the Rider, you have the option to return the Rider document to us stating the reasons thereof, within 15 days from the date of receipt of the Rider document. If you have purchased your Rider document through Distance Marketing mode, this period will be 30 days.

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 Main Policy to which it is attached is cancelled.

If the Rider is cancelled, on receipt of your letter along with the original Rider document, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk charges for the period of cover and the expenses incurred by us for medical examination (if any) and stamp duty, (if any).

Contacting us:

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

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

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

Yours sincerely,

<< Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>>

Agency/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, 11th 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- 400 011. CIN: L65110MH2000PLC128245; website: www.hdfclife.com; Email ID: service@hdfclife.com

Helpline number: 18602679999 (Local charges apply)

RIDER DOCUMENT- HDFC LIFE <<CRITICAL ILLNESS PLUS RIDER>>

Unique Identification Number: << 101B014V02 >>

In addition to the Main Policy terms and conditions, the terms of this Rider shall apply when selected by the Policyholder. This document is the evidence of a contract between HDFC Life Insurance Company Limited and the Policyholder 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 to Short Medical Questionnaire (SMQ) 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 ("Proposal"). 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 Copy

RIDER SCHEDULE

Rider number: << >>

Client ID: << >>

Policyholder Details

Name	<< >>
Address	<< >>

Life Assured Details

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

Main Policy Details

Product name	<<insert name>>
Date of Commencement of Policy	<<Date>>
Date of Risk Commencement	<< RCD >>
Sum Assured	Rs.<<>>
Annual Premium	Rs. <<>>

Rider Details

Date of Risk Commencement	<< RCD >>
Date of Issue/Inception of Rider	<< First Issue Date>>
Rider Sum Assured	Rs.<< >>
Premium	Rs.<<>>
Rider Term	<< >> years
Premium Paying Term	<< >> years
Frequency of Premium Payment	<< Annual/Half-yearly/ Quarterly/ Monthly >>

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

NOMINATION SCHEDULE

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

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

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

SPACE FOR ENDORSEMENTS

Part B
Definitions

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

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

S. No	Name of Disease	<u>Definitions of Critical Illnesses</u>
1	Cancer of specified severity	<p>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.</p> <p>The following are excluded –</p> <ol style="list-style-type: none"> i) 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. 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	Open Chest CABG	<p>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.</p> <p>The following are excluded:</p> <ol style="list-style-type: none"> i. Angioplasty and/or any other intra-arterial procedures
3	First Heart Attack – of specified severity	<p>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:</p> <ol style="list-style-type: none"> i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain) ii. New characteristic electrocardiogram changes iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers. <p>The following are excluded:</p> <ol style="list-style-type: none"> i. Other acute Coronary Syndromes ii. Any type of angina pectoris iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.
4	Kidney Failure requiring regular	<p>End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist</p>

	dialysis	medical practitioner.
5	Major Organ/ Bone Marrow Transplant	<p>I. The actual undergoing of a transplant of:</p> <ul style="list-style-type: none"> i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner. <p>II. The following are excluded:</p> <ul style="list-style-type: none"> i. Other stem-cell transplants ii. Where only islets of langerhans are transplanted
6	Stroke resulting in permanent symptoms	<p>Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.</p> <p>The following are excluded:</p> <ul style="list-style-type: none"> i. Transient ischemic attacks (TIA) ii. Traumatic injury of the brain iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.
7	Apallic Syndrome	Universal necrosis of the brain cortex with the brainstem remaining intact. Diagnosis must be confirmed by a neurologist acceptable to the Company and the condition must be documented for at least one month.
8	Benign Brain Tumour	<p>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.</p> <p>This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.</p> <ul style="list-style-type: none"> i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or ii. Undergone surgical resection or radiation therapy to treat the brain tumor. <p>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.</p>
9	Coma of specified severity	<p>A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:</p> <ul style="list-style-type: none"> i. No response to external stimuli continuously for at least 96 hours; ii. Life support measures are necessary to sustain life; and iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma. <p>The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.</p>
10	End Stage Liver Disease	<p>Permanent and irreversible failure of liver function that has resulted in all three of the following:</p> <ul style="list-style-type: none"> i. Permanent jaundice; and ii. Ascites; and iii. Hepatic encephalopathy. <p>Liver failure secondary to drug or alcohol abuse is excluded.</p>
11	End Stage Lung Disease	<p>End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:</p> <ul style="list-style-type: none"> i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and iv. Dyspnea at rest.

12	Open Heart Replacement or repair of heart valve	The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.
13	Loss of Independent Existence	<p>Confirmation by a consultant physician acceptable to the Company of the loss of independent existence due to illness or trauma, which has lasted for a minimum period of 6 months and results in a permanent inability to perform at least three (3) of the Activities of Daily Living (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons). For the purpose of this benefit, the word “permanent”, shall mean beyond the hope of recovery with current medical knowledge and technology.</p> <p>Activities of Daily Living are:-</p> <ol style="list-style-type: none"> a) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means. b) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances. c) Transferring: the ability to move from a bed or an upright chair or wheelchair and vice versa. d) Mobility: The ability to move indoors from room to room on level surfaces. e) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene. f) Feeding: the ability to feed oneself once food has been prepared and made available. <p>The following is excluded: Any injury or loss as a result of War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion</p>
14	Loss of Limbs	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.
15	Loss of Sight	<p>Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.</p> <p>The Blindness is evidenced by:</p> <ol style="list-style-type: none"> i. corrected visual acuity being 3/60 or less in both eyes or; ii. the field of vision being less than 10 degrees in both eyes. <p>The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.</p>
16	Major 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.
17	Major Head Trauma	<p>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.</p> <p>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.</p> <p>The Activities of Daily Living are:</p> <ol style="list-style-type: none"> i. Washing: the ability to wash in the bath or shower (including getting into and out of the

		<p>bath or shower) or wash satisfactorily by other means;</p> <p>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;</p> <p>iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;</p> <p>iv. Mobility: the ability to move indoors from room to room on level surfaces;</p> <p>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;</p> <p>vi. Feeding: the ability to feed oneself once food has been prepared and made available.</p> <p>The following are excluded:</p> <p>i. Spinal cord injury;</p>
18	Permanent Paralysis of Limbs	Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.
19	Surgery of Aorta	<p>The actual undergoing of surgery (including key-hole type) for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.</p> <p>The term "aorta" means the thoracic and abdominal aorta but not its branches. Stent-grafting is not covered.</p>

- 4) *Free Look period* - means the period specified under Part D clause 6 from the receipt of the Rider Policy during which Policyholder can review the terms and conditions of this Rider Policy 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 Policy.
- 5) *Grace Period* - means the time granted by the insurer from the due date for the payment of premium, without any penalty / late fee, during which the Rider Policy is considered to be in-force with the risk cover without any interruption as per the terms of this Rider Policy.
- 6) *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.
- 7) *Main Policy* - means or refers to the Policy to which this Rider is annexed/ attached thereto.
- 8) *A Medical Practitioner* - means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license but excluding the practitioner who is:
- Insured/Policyholder himself or an agent of the Insured;
 - Insurance Agent, business partner(s) or employer/employee of the Insured; or
 - A member of the Insured's immediate family.
- 9) *Policyholder, You, you, your* - means or refers to the Policyholder stated in the Rider Schedule.
- 10) *Pre-existing Disease* - Pre-existing Disease means any condition, ailment, injury or disease:
- That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
 - For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement
- 11) *Rider Sum Assured* - means the absolute amount assured to be paid on diagnosis of any Critical Illnesses of the Life Assured during the Rider Term in accordance with the terms and conditions of the Rider.

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

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Part C Benefits

1. Benefits:

(1) Benefits on Critical Illness

- a) If the Life Assured is diagnosed with any of the specified Critical Illnesses listed as per Part B of this Rider, a lump sum benefit equal to the Rider Sum Assured shall be payable.
- b) Subject to other provisions, the Benefit shall be payable if and only if:
 - i. The Rider is in-force as on the date of diagnosis of such Critical Illness.
 - ii. The Main Policy to which this Rider is attached is in-force as on the date of diagnosis of such Critical Illness.
 - iii. Exclusions as per Clause 1 Part F are not attracted.
- c) The Life Assured must be alive for a period of 30 days from the date of diagnosis of any of the specified Critical Illnesses.
- d) A claim shall not be denied on the ground that the Rider was not in force during the 30 days survival period provided that the diagnosis of the specified Critical Illness(es) was made within the Rider Term.
- e) Waiting Period - A waiting period of 90 days will be applicable from the Date of Risk Commencement of this Rider. If the Life Assured is diagnosed with any of the specified Critical Illnesses and its onset falls within the waiting period, then the Policyholder will not be eligible for any Benefits.

On revival:

- If the Rider is revived within 60 days, only the remaining part of waiting period will apply.
 - If the Rider is revived after 60 days, full 90 day waiting period will apply afresh.
- f) Pre-existing Disease (defined in Part B) are excluded only for the first 48 months after Rider inception or after reinstatement of Rider, whichever is later.
 - g) The Rider shall cease once the Benefit has been paid and no further benefits will be payable under the Rider.
 - h) The Main Policy to which this Rider is attached continues to be in-force after a claim for Critical Illness is made under this Rider subject to other terms and conditions as applicable on the Main Policy and payment of Premiums due under the same.

(2) Benefits on Death

No benefit is payable on death under this Rider.

(3) Benefits on Maturity

No benefit is payable on maturity under this Rider.

(4) Premium Guarantee

Once the Rider is issued, the Premiums will be guaranteed to the Policyholder for a block of three years. Subsequently, the Premium may be revised subject to IRDAI's approval. Any revision in the tabular Premium rates shall be notified to the Policyholder at least three months prior to the date of such revision. If the Policyholder is not willing to continue the Rider with the revised Premium rates, the Rider will lapse. Premium rates, if and when revised, shall be guaranteed to the Policyholder for a subsequent block of three years. In addition to the above mentioned terms, the terms and conditions mentioned under Part C of the Main Policy document shall also apply.

(5) Grace Period

The grace period applicable under this Rider shall be same as applicable to Main Policy to which the Rider is attached. The Rider can only be revived if the Main Policy is revived. The Rider Policy is considered to be in-force with the risk cover during the grace period without any interruption.

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Part D

Policy Servicing

1. Paid-Up Benefits of Rider

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

2. Revival of the Rider

In case of lapsed Rider, the same can be revived in accordance to the procedure laid under the Main Policy. However, this Rider cannot be revived independent of the Main Policy.

3. Surrender of Rider

For Regular Pay: No benefit is payable on surrender of this Rider.

For Limited Pay: No benefit is payable on surrender during the premium paying term.

Post the premium paying term, the following surrender value will be payable:

$$50\% \times \frac{\text{Total Premiums Paid} \times \text{Unexpired Coverage Term}}{\text{Original Coverage Term}}$$

4. Alterations

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

5. Loans

No loans are permissible under this Rider.

6. Cancellation in the Free-Look Period:

In case you are not agreeable to any of the provisions stated in the Rider, you have the option to return the Rider document to us stating the reasons thereof, within 15 days from the date of receipt of the Rider document. If you have purchased your Rider document through Distance Marketing mode, this period will be 30 days.

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 Main Policy to which it is attached is cancelled.

If the Rider is cancelled, on receipt of your letter along with the original Rider document, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk charges for the period of cover and the expenses incurred by us for medical examination (if any) and stamp duty, (if any).

7. Cancellation after the Free-Look Period

This Rider can be cancelled at any time during the Rider Term without the cancellation of the Main Policy.

Upon such a cancellation, no further Rider Premiums are payable. The Rider will be automatically cancelled if the Main Policy to which it is attached is cancelled.

8. Termination

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

- a) Completion of the Rider Term
- b) Termination of the Main Policy
- c) Complete withdrawal/surrender of the Main Policy
- d) Main Policy not reinstated within 2 years from the date of discontinuance
- e) Death of the Life Assured
- f) On Policyholder's/Life Assured's request for cancellation at anytime during the Rider Term
- g) Payment of the Benefit under the Rider
- h) Free-look cancellation

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

Part E

Charges

No charges are applicable under the Rider.

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Part F

General Terms & Conditions

1. Exclusions

No Benefit will be paid out if the Critical Illness is caused directly or indirectly as a result of any of the following:

- Any of the specified Critical Illness conditions where death occurs within 30 days of the diagnosis; or
- Any sickness related condition manifesting itself within 90 days of the commencement of the Rider/date of acceptance of risk or reinstatement of cover; or
- Intentionally self-inflicted injury or attempted suicide, irrespective of mental condition; or
- Alcohol or solvent abuse, or voluntarily taking or using any drug, medication or sedative unless it is an "over the counter" drug, medication or sedative taken according to package directions or as prescribed by a Medical Practitioner; or
- Taking part in any act of a criminal nature with criminal intent; or
- Any Pre-existing Disease; or
- Failure to seek or follow medical advice (as recommended by a Medical Practitioner); or
- Radioactive contamination due to nuclear accident.

2. Claim Procedure

The documents usually required for processing a claim are:

- a) Completed claim form (including NEFT details and bank account proof as specified in the claim form; and
- b) Original Main Policy Document and Rider Document; and
- c) Medical reports or special reports by registered physician/doctor relevant to the Critical Illness and its treatment which may be further validated by a physician/doctor appointed by the Company; and
- d) Any other document/ information that the Insurer may decide in the circumstances of a particular case.

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

The Company shall settle the claim within 30 days from the date of receipt of last necessary document. 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

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

4. Nomination

Nomination for this Rider 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, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. The simplified version of the provisions of Section 45 is enclosed in Annexure III for your reference.

In addition to the above mentioned terms, the terms and conditions mentioned under Part F of the Main Policy document shall also apply.

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Part G
Grievance Redress Mechanism

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

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Annexure I

Section 38 - Assignment or Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

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

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

- (14) In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings.

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

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Sample Copy

Annexure II

Section 39 - Nomination by policyholder

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

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

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

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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 23.03.2015 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 policywhichever 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 policywhichever 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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