

## 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 Protect Plus Rider ("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 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, provided you have not made any claim during the free look period, we shall arrange to

- a) Refund the Premium paid by you, subject to deduction of the expenses incurred by us for medical examination (if any) and stamp duty, (if any).
- b) Where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
- c) Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

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.

### **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, 11<sup>th</sup> Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.

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

Helpline number: 18602679999 (Local charges apply)

**RIDER POLICY DOCUMENT- HDFC LIFE << PROTECT PLUS RIDER>>**

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

Your Rider is a <<linked/ non-linked/ participating/ non-participating>> individual rider and can be availed only at the inception or any renewal of the Base Policy. In addition to the Main Policy terms and conditions, the terms of this Rider Policy Document 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 Policy Schedule given below. This Rider Policy is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given to 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. This Rider Policy is effective upon receipt and realisation, by the Company, of the consideration payable as First Premium under the Rider Policy. This Rider Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

**RIDER POLICY SCHEDULE**

Rider Policy number: &lt;&lt; &gt;&gt;

Client ID: &lt;&lt; &gt;&gt;

**Policyholder Details**

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

**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>>

**Second Life Assured Details (In case of Joint Life Coverage)**

<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 Policy Details**

<b>Type of Coverage</b>	<<Single Life Coverage / Joint Life Coverage>>
<b>Date of Risk Commencement</b>	<< RCD >>
<b>Date of Issue</b>	<< First Issue Date>>
<b>Rider Option Chosen</b>	<<Option A: Personal Accident Cover>> , <<Option B: Accidental Death Cover>> , <<Option C: Cancer Cover>>
<b>Rider Sum Assured : Life Assured</b>	<b>Option A: Personal Accident Cover:</b> <b>Option B: Accidental Death Cover:</b> <b>Option C: Cancer Cover</b>
<b>Rider Sum Assured : Second Life Assured</b>	<b>Option A: Personal Accident Cover:</b> <b>Option B: Accidental Death Cover:</b> <b>Option C: Cancer Cover</b>
<b>Rider Premium</b>	Rs. << >>
<b>Rider Policy Term</b>	<< >> months
<b>Premium Paying Term</b>	<< >> months
<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 Policy 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 Policy document to us for necessary correction.

**SPACE FOR ENDORSEMENTS**

SAMPLE

## Part B

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

- 1) *Accident*- means a sudden, unforeseen and involuntary event caused by external, visible and violent means;
- 2) *Accidental Death*- means death by or due to a bodily Injury caused by an accident, independent of all other causes of death.
- 3) *Accidental Partial Permanent Disability*- means when the Life Assured is partially and permanently disabled and meets either of definitions mentioned in Part C – Benefits Clause 1 (4) (b).
- 4) *Accidental Total Permanent Disability*- means when the Life Assured is totally, continuously and permanently disabled and meets either of the two definitions below:

### **Part A: Unable to work:**

Disability as a result of injury or Accident and the Life Assured is thereby rendered totally incapable of being engaged in any work or any occupation or employment for any compensation, remuneration or profit and he/she is unlikely to ever be able to do so.

The above disabilities must have lasted, without interruption, for at least six consecutive months and must, in the opinion of a Medical Practitioner, be deemed permanent. The benefit will commence upon the completion of this uninterrupted period of 6 months.

### **Part B: Physical Impairments:**

The Life Assured suffers an injury/Accident and the Life Assured suffers from total and irrecoverable loss of:

- a) The use of two limbs; or
- b) The sight of both eyes; or
- c) The use of one limb and the sight of one eye; or
- d) Loss by severance of two or more limbs at or above wrists or ankles; or
- e) The total and irrecoverable loss of sight of one eye and loss by severance of one limb at or above wrist or ankle.

The above disabilities must have lasted, without interruption, for at least six consecutive months and must, in the opinion of a Medical Practitioner, be deemed permanent. For disabilities defined in point d) and e) above such 6 months period would not be applicable and the benefit will commence immediately.

- 5) *Appointee*—means the person named by you 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 while the Nominee is a minor;
- 6) *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
- 7) *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;
- 8) *Authority/IRDAI*— means Insurance Regulatory and Development Authority of India
- 9) *Company, company, Insurer, Us, us, We, we, Our, our* - means or refers to HDFC Life Insurance Company Limited;
- 10) *Cancer Cover related definitions: Stages of cancer which are covered under this policy as defined below alongwith such exclusions which are not covered under this policy*

### **Option C – Cancer Cover**

#### **1. Carcinoma-in-situ**

Carcinoma-in-situ shall mean a 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 one of the following covered organ groups, and subject to any classification stated:

- (a) Breast, where the tumour is classified as Tis according to the TNM Staging method;
- (b) Corpus uteri, vagina, vulva or fallopian tubes where the tumour is classified as Tis according to the TNM Staging method or FIGO\* Stage 0;
- (c) Cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or as Tis according to the TNM Staging method or FIGO\* Stage 0;
- (d) Ovary –include borderline ovarian tumours with intact capsule, no tumour on the ovarian surface, classified as T1aNOM0, T1bNOM0 (TMN Staging) or FIGO 1A, FIGO 1B
- (e) Colon and rectum;
- (f) Penis;
- (g) Testis;

- (h) Lung;
- (i) Liver;
- (j) Stomach and esophagus;
- (k) Urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included
- (l) Nasopharynx

For purposes of this Policy, Carcinoma-in-situ must be confirmed by a biopsy.

\* FIGO refers to the staging method of the Federation Internationale de Gynecologie et d'Obstetrique Pre-malignant lesions and Carcinoma-in-situ of any organ unless listed above are excluded.

## 2. Early Stage Cancer

Early Stage Cancer shall mean the presence of one of the following malignant conditions:

- (a) Tumour of the thyroid histologically classified as T1N0M0 according to the TNM classification;
- (b) Prostate tumour should be histologically described as TNM Classification T1a or T1b or T1c are of another equivalent or lesser classification.
- (c) Chronic lymphocytic leukaemia classified as RAI Stage I or II;
- (d) Basal cell and squamous skin cancer that has spread to distant organs beyond the skin,
- (e) Hodgkin's lymphoma Stage I by the Cotswolds classification staging system.

The Diagnosis must be based on histopathological features and confirmed by a Pathologist. Pre-malignant lesions and conditions, unless listed above, are excluded.

## 3. Major Cancer

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

The following are excluded:

- (a) Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
  - (b) Any skin cancer other than invasive malignant melanoma
  - (c) All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
  - (d) Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
  - (e) Chronic lymphocytic leukaemia less than RAI stage 3
  - (f) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM Classification) or below
- 11) *Congenital Anomaly* - means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
- a) Internal Congenital Anomaly  
Congenital anomaly which is not in the visible and accessible parts of the body.
  - b) External Congenital Anomaly  
Congenital anomaly which is in the visible and accessible parts of the body.
- 12) *Free Look period* - means the period specified under Part D clause 8 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.
- 13) *Grace Period* – means the specified period of time immediately following the Premium due date during which a payment can be made to continue the Rider Policy in force without loss of continuity of benefits. A rider policy is considered to be in-force with risk cover without any interruption during the Grace Period;
- 14) *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.
- 15) *Main Policy*- means or refers to the Policy to which this Rider Policy is annexed/attached thereto;
- 16) *Medical Practitioner* - means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license but excluding the Practitioner who is:
- a) Insured/Policyholder himself or an agent of the Insured;
  - b) Insurance Agent, business partner(s) or employer/employee of the Insured or;
  - c) A member of the Insured's immediate family.

- 17) *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.
- 18) *Nominee*—means the person named by the Policyholder (who is also the Life Assured) 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
- 19) *Rider Sum Assured*- means the Rider Sum Assured specified in the Rider Policy Schedule and payable in accordance with the terms and conditions of Part C – Benefits.
- 20) *Pre-existing Disease* - is a cancer condition (primary or metastatic); or precancerous condition:
  - (a) For which the insured was diagnosed by a physician within 48 months prior to the effective date 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 within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement
- 21) *Rider Sum Assured*- means the Rider Sum Assured specified in the Rider Policy Schedule and payable in accordance with the terms and conditions of Part C – Benefits.
- 22) *Total Rider Premiums Paid* - means total of all the rider premiums received, excluding any extra premium and taxes.
- 23) 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.

## Part C

### 1) Benefits:

There are three benefit options available under the Rider Policy:

**Option A:** Personal Accident Cover

**Option B:** Accidental Death Cover

**Option C:** Cancer Cover

The Policyholder can:

- a) Choose any one of the above benefit options, however Option A and Option B cannot be selected together.
- b) Opt for this Rider for self and Second Life Assured or both .
- c) Opt for this Rider at inception of the Main Policy or at any Main Policy premium due date.

Any rider coverage terminates as soon as the base policy terminates.

### 1. Benefits on Death

#### a) On Death

No Benefit is payable on death other than Accidental Death as specified under **Option A & Option B**.

#### b) On Death due to Accident (Accidental Death)

**Option A** (On Death due to Accident) & **Option B** (Accidental Death Cover): Rider Sum Assured is paid on death of the Life Assured to the Nominee or beneficiary provided the following conditions are fulfilled:

- (i) all due Premiums have been paid by the Policyholder;
- (ii) Accidental Death must be caused within 180 days of any bodily Injury.

If the bodily Injury occurred within the coverage period and the Accidental Death happens after the end of coverage period but within 180 days of occurrence of the bodily Injury, a valid claim arising as a result of such Accidental Death shall not be denied.

Once the benefit amount is claimed, the coverage under Option A or Option B shall terminate.

In lieu of lump sum benefit amount for Accidental Death, the Nominee may opt to receive benefit as:

- (i) Regular monthly income payable for 10 years, or
- (ii) Part of benefit amount as lump sum immediately on Accidental Death and the balance benefit amount as regular monthly income for 10 years.

The choice of benefit pay-out as lump sum or income or combination thereof can be exercised on the date the claim is made.

**For Option A** (On Death due to Accident) & **Option B** (Accidental Death Cover), 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 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 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).

**Option C:** No benefit is paid on death due to accident (Accidental Death)

### 2. Survival Benefit

No survival benefit is payable under this Policy or under any of the options.



### 3. Maturity Benefit

No maturity benefit is payable under this Policy or under any of the options.

### 4. Other Benefits

#### Option A: Income benefit on Accidental Disability

##### a) Accidental Total Permanent Disability

On the Total Permanent Disability of the Life Assured due to an Accident during the coverage period, a regular monthly benefit equal to 1% of Rider Sum Assured, is payable to the Life Assured for a period of 10 years, upon receipt of a valid claim.

##### b) Accidental Partial Permanent Disability

On Life Assured sustaining any bodily Injury during the coverage period resulting solely and directly from an Accident, the following benefit shall be payable to the Life Assured:

(a) 50% of the Rider Sum Assured shall be payable, if such Injury shall, within 12 months of its occurrence be the sole and direct cause of the total and irrecoverable loss by physical separation of one entire hand or of one entire foot.

(b) If such Injury shall, within 12 months of its occurrence be the sole and direct cause of the total and / or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Rider Sum Assured as indicated below shall be payable:

Sr. No.	Disability	Benefit %
(i)	Permanent total loss of hearing in both ears	75
(ii)	Permanent total loss of use of one limb other than by physical separation or Permanent total loss of sight of one eye	50
(iii)	Permanent total loss of use of four fingers and thumb of either hand	40
(iv)	Permanent total loss of hearing in one ear or Permanent total loss of the lens in one eye	25
(v)	Permanent total loss of use of four fingers of either hand or Permanent total loss of use of one thumb of either hand or Ankyloses of the elbow, hip or knee	20
(vi)	Permanent total loss of use of all toes	15
(vii)	Permanent total loss of one finger of either hand or Established non-union of fractured leg or kneecap	10

Benefit payable towards any claim shall not exceed the unclaimed Benefit Rider Sum Assured.

Once the maximum benefit is claimed, the coverage under Option A shall terminate.

The disabilities as stated above must have lasted, without interruption, for at least 6 consecutive months and must, in the opinion of a Medical Practitioner, be deemed permanent. However, for the disability mentioned in Clause 4 (b) (a) above, such 6 months period would not be applicable.

In lieu of lump sum benefit amount for Accidental Partial Permanent Disability, the Life Assured may receive benefit as:

- Regular monthly Income for 10 years, or
- Part of Benefit amount as lump sum and the balance benefit amount as a regular monthly income for 10 years

The choice of benefit pay-out as lump sum or income or combination thereof can be exercised on or before the claim is made.

If Accidental Total Permanent Disability (ATPD) occurs after Accidental Partial Permanent Disability (APPD), then 1% of the remaining amount (100% of Rider Sum Assured applicable for Option A less APPD claims paid) shall be paid as a regular monthly income for 10 years.

If Accidental Death happens after APPD, then the remaining amount (100% of Rider Sum Assured applicable for Option A less APPD claims paid) shall be paid as lump sum or income or a combination thereof as mentioned above.

No benefit shall be payable for Accidental Death and APPD following ATPD claim.

In case of death following ATPD claim, the remaining instalment payments shall be paid to the nominee. On death of the policyholder, or at any subsequent time during the instalment phase, the 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 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 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 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).

**Option B:** No benefits payable other than Death Benefit as stated in above clause.

**Option C:**

**Benefit on diagnosis of Cancer**

(i) Cancer Diagnosis Benefit:

A lump sum benefit, as per the table below, will be paid on diagnosis of:

- Carcinoma-in-situ or Malignant cancer
- Early stage cancers,
- Major cancer (subject to the exclusions as provided under Part B Definitions)

<b>Diagnosis of</b>	<b>Benefit Amount as a % of Rider Sum Assured</b>
Early Stage Cancer or Carcinoma-in-situ (CIS)	25
Major Cancer	100 less Early Stage Cancer or CIS claims, if any

(ii) Waiver Of premium

On a valid claim of Early Stage Cancer or Carcinoma-in-situ (CIS) diagnosis, premiums payable under this rider option will be waived for a period of three policy years. In case the outstanding term is less than three years then premiums for the outstanding term would be waived.

In case the outstanding 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 for definitions applicable to the benefits under this option.

**2) Grace Period**

A Grace Period of 30 days, where the mode of payment of Premium is other than monthly mode, and 15 days in case of monthly mode, is allowed for the payment of each renewal Premium after the first Premium. We will not accept part payment of the Premium. A rider policy is considered to be in-force with risk cover without any interruption during the Grace Period.

**3) Premium Discontinuance**

Limited Pay: Upon premium discontinuance, if the policy has acquired surrender value, Paid-up Rider Sum Assured will be calculated as follows:

$$\text{Rider Sum Assured} \times \frac{\text{Total Rider Premiums Paid}}{\text{Total Rider Premiums Payable}}$$

Regular Pay: No Paid-Up benefit is payable.

SAMPLE

## Part D

### 1) Surrender Value

Surrender value shall be payable subject to following conditions:

Surrender Value is acquired as follows:

Single Pay	Immediately upon payment of Premium
Limited Pay	Upon payment of Premiums for 2 years
Regular Pay	No surrender value is payable

Surrender Value for Single and Limited Pay =

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

### 2) Lapsed Policies

Upon premium discontinuance, if surrender value is not acquired then the Policy lapses without any value.

### 3) Paid-Up Benefits

Upon premium discontinuance, if surrender value is acquired then the Policy shall continue on reduced paid-up basis as mentioned in the Premium Discontinuance Clause.

### 4) Revival of the Rider Policy

Revival period shall be as per the base plan. 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. The current rate of interest for revival is 9.5% p.a.

Additional conditions on revival for Option C

Reinstatement request will attract the following:

A waiting period of 180 days will apply from date of commencement.

On revival:

- If the policy is revived within 60 days, only the remaining part of waiting period will apply.
- If the policy is revived after 60 days, full 180 day waiting period will apply afresh.

### 5) Switching of Options

In case the policyholder wants to switch from one rider option to another, he/she may do so at any premium due date and revised rider premium shall be calculated as below:

- Regular Pay Policy – The policyholder shall pay revised rider premium corresponding to the option chosen for the outstanding premium payment term. The cover under the old rider option expires on the day he switches to the new option.
- Limited Pay / Single Pay Policy – The revised rider premium shall be calculated based on the outstanding term on the date of adding the new rider. In addition, in respect of the rider premiums already paid, there will be a refund of premiums equal to the Total Rider Premiums Paid until the date of switch less the premiums payable under Regular Pay Policy for the covered duration.
- In case the policyholder switches to Option C, a waiting period of 180 days from the date of switching will apply

### 6) Alterations

No alterations are permissible under the Rider Policy except change in Frequency of Premium Payment and addition/ removal of Benefit Option.

- Addition/Removal of Benefit Option
  - If not opted at inception of the base policy, the Policyholder may opt for the rider at any base policy premium due date .
  - At any base policy premium due date, the Policyholder can remove their existing rider option and choose the other option. For example, if the Policyholder has opted for Option A at inception, he/she may remove Option A and choose Option B at any base policy premium due date.
- Addition of Options

- In case the policyholder wants to opt for an additional option, he may do so at any premium due date and the additional premium for the new option shall be calculated based on the outstanding term on the date of adding the new rider

**7) Loans**

No loans are permissible under this Rider Policy.

**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 Policy Document to the Company, within 15 days from the date of receipt of the Rider Policy Document in case Policyholder is not agreeable to any Rider terms and conditions. The free-look period for Policies purchased through Distance Marketing mode shall 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 be automatically cancelled if the Main Policy to which it is attached is cancelled.

If Rider is cancelled along with the Main Policy, on receipt of letter along with original Policy Document provided the Life Assured has not made any claim during the free look period, the Company shall arrange to

- a) Refund the Rider Premiums paid by Policyholder, subject to deduction of the expenses incurred for medical examination (if any) and stamp duty, (if any) or;
- b) Where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
- c) Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

This would be in addition to the refund under the Main Policy as per applicable terms and conditions.

If Rider is cancelled independently of the Main Policy, provided the Life Assured has not made any claim during the free look period, the Company shall arrange to

- a) Refund the Rider Premium, subject to deduction of the expenses incurred for medical examination (if any) and stamp duty, (if any) or;
- d) Where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
- b) Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

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 per Part D (Surrender Value) above.

The Rider shall be automatically cancelled if the Main Policy to which it is attached is cancelled.

**9) Renewal**

Rider benefits are renewed on payment of due premiums.

Rider premium rates for Option C - Cancer Cover premium rates will be reviewed at the end of every three years and the rates revised where required, subject to prior approval from IRDAI. The policyholder will be notified of the change in premium rates three months before the change is effected and will be given a period of 30 days from the date of premium due (on or after the effective date of change) to renew the policy.

**Part E**

No charges are applicable under the Rider

SAMPLE

## Part F

### 1) Exclusions

#### **Option A: Personal Accident Cover & Option B: Accidental Death Cover**

##### Permanent Exclusions:

No benefit is payable on death due to Accident (Accidental Death) if death is caused from or due to any of the following:

- Intentionally self-inflicted injury or suicide while sane or insane
- Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- Engaging in or taking part in professional sport(s) or any hazardous pursuits, power boat racing, sky diving, para gliding, parachuting, scuba diving, skydo riding, winter sports, sky jumping, ice hockey, ice speedway, ballooning, hand gliding, river rafting / bugging, black water rafting, yachting / boating outside coastal waters, motor rallying, power lifting, quad biking, rodeo and roller hockey.
- War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.
- Taking part in any flying activity, other than as a passenger in a commercially licensed aircraft.
- Participation by the life assured in a criminal or unlawful act.

#### **Option C: Cancer Cover**

##### Permanent Exclusions:

No benefit shall be payable under the policy in respect of any Major Cancer, Carcinoma-in-situ or Early Stage Cancer resulting from or caused by or contributed by :

- Sexually Transmitted Diseases other than HIV/AIDS.
- External congenital conditions
- Any pre-existing disease (as defined in Part B)
- Intoxication by alcohol or narcotics 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;
- Nuclear, biological or chemical contamination (NBC)

Please refer to the definition of Major Cancer in Part B) "Definitions" for exclusions under it.

##### Time bound exclusions:

- (a) The benefits under Option C will be paid only if the life assured survives for a period of 7 days from the date of diagnosis of the condition.
- (b) A waiting period of 180 days will apply from date of commencement.
- (c) On revival:
  - If the policy is revived within 60 days, only the remaining part of waiting period will apply.
  - If the policy is revived after 60 days, full 180 day waiting period will apply afresh.
- (d) The policy shall terminate and no benefit shall be payable under the policy if the:
  - diagnosis or
  - medical evidences confirming the diagnosis of Cancer/Carcinoma-in-situ/Early Stage Cancer first occurred during the waiting period.
- (e) In the event of a claim, provisions of Section 45 of the Insurance Act 1938, as amended from time to time, will apply.

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

The documents usually required for processing a claim (For death benefit due to accidental death)

- a) Claim form
- b) Original Main Policy Document and Rider Policy Document
- c) Documents which can be considered as proof of Death are:
  - Death Certificate of the Scheme Member issued by the Municipal Committee/ Corporation/ Govt. hospital/recognized hospital where the Scheme Member was receiving treatment, cremation/ burial ground; or
  - Gram Panchayat certificate / Tehsildar certificate, Certified copy of village death records, or

- Certified copy of relevant extracts of Register of Births and Deaths,
  - Original First Information Report or Police Panchanama or Police Inquest Report or Post-Mortem Report, if the death occurs due to an accident
- d) Any other document/ information that the Insurer may decide in the circumstances of a particular case.

The documents considered for processing a claim (For Accidental Total Permanent Disability, Accidental Partial Permanent Disability or Benefits of diagnosis of Cancer):

- a) Claim form
- b) Original Main Policy Document and Rider Policy Document
- c) Any medical reports by the family physician/doctor relevant to the Accidental Disability / Cancer related cover and its treatment, or
- d) Any other document that the Insurer may decide in the circumstances of a particular case.

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 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**

This Rider Policy cannot be assigned independently. However the Rider Policy can be assigned jointly with the Main Policy as per 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 Policy 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. 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.



**Part G**

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

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 thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- (6) Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- (7) On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- (8) If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- (9) The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
- (10) Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- (11) In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- (12) The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- (13) Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- (14) In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings.
- (15) Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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

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 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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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 23.03.2015 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 misstatement 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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