

## 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 Waiver of Premium 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, along with Customer Information Sheet.

### **Customer Information Sheet (CIS):**

A copy of Customer Information Sheet (CIS) has also been sent to your mobile number and email address registered with us, for your reference. You are requested to go through the same and confirm having noted the details.

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

<<In case you are not agreeable to any of the terms and conditions stated in the Rider, you have the option to return the Rider document to us for cancellation stating the reasons thereof, within 15 days from the date of receipt of the Rider document. The Rider can be cancelled in the free-look period even if the Base Policy to which it is attached, is continued. The Rider shall automatically be cancelled if the Base Policy to which it is attached, is cancelled. On receipt of your letter for cancellation of the Rider along with the original Rider document (original Rider Document is not required for policies in dematerialised form), we shall arrange for the following:

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

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

A Rider once cancelled shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new rider./>>

OR

<< In case you are not agreeable to any of the terms and conditions stated in the Rider, you have the option to return the Rider document to us for cancellation stating the reasons thereof, within 30 days from the date of receipt of the Rider document as your Rider is an electronic Policy / purchased through Distance Marketing mode. The Rider can be cancelled in the free-look period even if the Base Policy to which it is attached, is continued. The Rider shall automatically be cancelled if the Base Policy to which it is attached, is cancelled. On receipt of your letter for cancellation of the rider along with the original Rider (original Rider Document is not required for policies in dematerialised form), 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 charges( if any);
- b) Deduct the proportionate risk premium for the period on cover;

The terms and conditions mentioned above are only for the Rider. For terms and conditions related to refund under the Base Policy please refer to your Base Policy. This would be in addition to the refund under the Base Policy as per applicable terms and conditions.

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:**

HDFC Life Waiver of Premium Rider (UIN: 101B032V01) – Policy Bond  
An Individual, Pure Risk Premium, Life/Health Insurance Rider

The address for correspondence is specified below. To enable us to serve you better, you are requested to quote your Policy 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 Policy. The details of your Certified Financial Consultant including contact details are listed below. In case you are keen to know more about our products and services, please call us on our toll-free number 1800 266 9777 or email us @ [onlinequery@hdfclife.in](mailto:onlinequery@hdfclife.in). You can also get in touch with us via social media:

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

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

<https://twitter.com/HDFCLife> <https://www.facebook.com/HDFCLife>

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

Yours sincerely,

<< Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>>

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

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

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

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

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

Registered Office: HDFC Life Insurance Company Limited, Lodha Excelus, 13<sup>th</sup> Floor, Apollo Mills Compound, Mahalaxmi, Mumbai-400011. Call 022-68446530 (Call charges apply). DO NOT prefix any country code e.g. +91 or 00. Available Mon-Sat from 10 am to 7 pm | Email – [service@hdfclife.com](mailto:service@hdfclife.com) | [NRIService@hdfclife.com](mailto:NRIService@hdfclife.com) (For NRI customers only) NRI Helpline number +91 89166 94100 (Call charges apply) Visit – [www.hdfclife.com](http://www.hdfclife.com). CIN: L65110MH2000PLC128245.

**RIDER DOCUMENT- HDFC LIFE <<WAIVER OF PREMIUM RIDER>>**

**Unique Identification Number: <<101B032V01>>**

Your Rider is an Individual, Pure risk premium, Life/Health insurance Rider and can be availed only at the inception or on any premium due date of the base plan chosen. In addition to the Base Policy terms and conditions, the terms of this Rider 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 Schedule given below. This Rider is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given in the proposal form by the Life Assured, applicable medical evidence and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder. This Rider is effective upon receipt and realisation, by the Company, of the consideration payable as First Premium under the Rider. This Rider is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

SAMPLE

**RIDER SCHEDULE**

Rider number: << >>

Client ID: << >>

**Policyholder Details**

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

**Life Assured Details**

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

**Rider Details**

<b>Name of the Rider</b>	<<>>
<b>Rider Option</b>	<<Option A: Waiver of Premium on Death* >> <<Option B: Waiver of Premium on Disability or Critical Illness >>
<b>UIN of the Rider</b>	<<>>
<b>Risk Commencement Date</b>	<<>>
<b>Rider Commencement Date</b>	<<>>
<b>Rider Sum Assured</b>	Rs. <<>>
<b>Rider Premium</b>	Rs. <<>>
<b>Rider Term</b>	<<>> years
<b>Premium Paying Term</b>	<<>> years
<b>Frequency of Premium Payment</b>	<< Annual/Half yearly/Quarterly/Monthly>>
<b>Premium per Frequency of Premium Payment</b>	<<>>
<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.

<<\* Available only if life assured under the base policy is different from the policyholder under the base policy >>

**NOMINATION SCHEDULE**

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

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

Authorised Signatory

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

**SPACE FOR ENDORSEMENTS**

## Part B

In this Rider, the following definitions shall be applicable:

1. *Accident or Accidental* - means a sudden, unforeseen and involuntary event caused by external, visible and violent means;
2. *Annualized Premium*—means the Premium amount payable in a year chosen by the Policyholder, excluding taxes, underwriting extra Premiums and loadings for modal Premiums, if any;
3. *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;
4. *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;
5. *Authority/IRDAI*— means Insurance Regulatory and Development Authority of India
6. *BAUP* – means Board Approved Underwriting Policy, basis which underwriting the proposal or other underwriting decisions are taken by the Company
7. *Company, company, Insurer, Us, us, We, we, Our, our* - means or refers to HDFC Life Insurance Company Limited;
8. *Critical Illnesses or CI covered are :*

### 8.1. Alzheimer's Disease

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

Deterioration or loss of intellectual capacity, as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning, requiring the continuous supervision of the Life Assured. The diagnosis must be supported by the clinical confirmation of a Neurologist and supported by Our appointed Medical Practitioner.

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

The following conditions are however not covered:

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

The Activities of Daily Living are:

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

### 8.2. Parkinson's disease

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

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

- a) the disease cannot be controlled with medication;
- b) signs of progressive impairment; and
- c) inability of the Life Assured to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:

The Activities of Daily Living are:

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

### 8.3. Aorta Graft Surgery

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

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

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

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

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

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

### 8.5. Apallic Syndrome

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

### 8.6. Aplastic Anaemia

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

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

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

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

Temporary or reversible Aplastic Anaemia is excluded.

### 8.7. Bacterial Meningitis

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

This diagnosis must be confirmed by:

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

The Activities of Daily Living are:

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

#### 8.8. Brain Surgery

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

#### 8.9. Cardiomyopathy

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

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

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

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

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

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

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

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

#### 8.11. Chronic Relapsing Pancreatitis

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

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

#### 8.12. Severe Crohn's Disease

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

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

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

#### 8.13. Dissecting Aortic Aneurysm

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



#### 8.14. Ebola

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

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

#### 8.15. Elephantiasis

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

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

#### 8.16. Encephalitis

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

Activities of daily living are:

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

#### 8.17. Fulminant Hepatitis

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

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

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

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

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

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

Activities of daily living:

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



#### 8.19. Medullary Cystic Disease

Medullary Cystic Disease where the following criteria are met:

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

#### 8.20. Muscular Dystrophy

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

Activities of daily living:

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

#### 8.21. Myasthenia Gravis

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

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

Myasthenia Gravis Foundation of America Clinical Classification:

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

#### 8.22. Other Serious Coronary Artery Disease

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

#### 8.23. Poliomyelitis

The occurrence of Poliomyelitis where the following conditions are met:

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

#### 8.24. Progressive Scleroderma

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

The following are excluded:

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

#### 8.25. Progressive Supranuclear Palsy

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

#### 8.26. Severe Rheumatoid Arthritis

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

- a) Diagnostic criteria of the American College of Rheumatology for Rheumatoid Arthritis;
- b) Permanent inability to perform at least two (2) “Activities of Daily Living”;
- c) Widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, knees, hips, ankle, cervical spine or feet; and
- d) The foregoing conditions have been present for at least six (6) months.

The Activities of Daily Living are:

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

#### 8.27. Severe Ulcerative Colitis

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

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

#### 8.28. Systemic Lupus Erythematosus with Lupus Nephritis

A multi-system autoimmune disorder characterised by the development of autoantibodies directed against various self-antigens. In respect of this Policy, systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a registered Medical Practitioner specialising in Rheumatology and Immunology.

The WHO Classification of Lupus Nephritis:

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

#### 8.29. Pneumonectomy

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

The following conditions are excluded:

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

#### 8.30. Third Degree Burns

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

#### 8.31. Stroke resulting in permanent symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be

confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

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

#### 8.32. Primary (Idiopathic) Pulmonary Hypertension

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

The NYHA Classification of Cardiac Impairment are as follows:

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

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

#### 8.33. Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

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

The actual undergoing of open-heart valve surgery to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist Medical Practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

#### 8.35. Open Chest CABG

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

The following are excluded:

- a) Angioplasty and/or any other intra-arterial procedures

#### 8.36. Multiple Sclerosis with Persisting Symptoms

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

- a) investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- b) there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Other causes of neurological damage such as SLE are excluded.

#### 8.37. Motor Neuron Disease with Permanent Symptoms

Motor neuron disease diagnosed by a specialist Medical Practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

#### 8.38. Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

- a) Other stem-cell transplants

- b) Where only Islets of Langerhans are transplanted

#### 8.39. Major Head Trauma

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

The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word “permanent” shall mean beyond the scope of recovery with current medical knowledge and technology.

The Activities of Daily Living are:

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

The following is excluded:

- a) Spinal cord injury.

#### 8.40. Benign Brain Tumor

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

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

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

The following conditions are excluded:

- a) 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.

#### 8.41. Blindness

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

The Blindness is evidenced by:

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

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

#### 8.42. Deafness

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

#### 8.43. End Stage Lung Failure

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

- a) FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- b) Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- c) Arterial blood gas analysis with partial oxygen pressures of 55mmHg or less (PaO<sub>2</sub>< 55 mmHg); and
- d) Dyspnea at rest.

#### 8.44. End Stage Liver Failure

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

- a) permanent jaundice; and
- b) ascites; and

c) hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

#### 8.45. Loss of Speech

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

#### 8.46. Loss of Limbs

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

#### 8.47. Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

#### 8.48. Infective Endocarditis

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

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

#### 8.49. Coma of specified Severity

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- a) No response to external stimuli continuously for at least 96 hours;
- b) Life support measures are necessary to sustain life; and
- c) Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

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

#### 8.50. Cancer of Specified Severity

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

The following are excluded –

- a) All tumors which are histologically described as carcinoma in situ, benign, pre- malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- b) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- c) Malignant melanoma that has not caused invasion beyond the epidermis;
- d) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- e) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f) Chronic lymphocytic leukaemia less than RAI stage 3
- g) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- h) All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

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

The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:



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

The following are excluded:

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

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

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

#### 8.53. Multiple System Atrophy

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

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

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

Total, permanent and irrecoverable loss of sight of one eye and loss by severance of one limb at or above the elbow or knee. The loss of sight of one eye must be clinically confirmed by a registered Medical Practitioner who is an eye specialist, and must not be correctable by aides or surgical procedures.

#### 8.55. Necrotising Fasciitis

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

#### 8.56. Hemiplegia

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

#### 8.57. Tuberculosis Meningitis

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

#### 8.58. Myelofibrosis

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

#### 8.59. Pheochromocytoma

Presence of a neuroendocrine tumour of the adrenal or extra-chromaffin tissue that secretes excess catecholamines requiring the actual undergoing of surgery to remove the tumour.

The Diagnosis of Pheochromocytoma must be confirmed by a registered Medical Practitioner who is an endocrinologist.

#### 8.60. Eisenmenger's Syndrome



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

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

9. *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.

10. *Disability*:

Disability shall include Permanent Disability and Physical Impairment as mentioned below:

Disability shall mean the occurrence of any of the following conditions as a result of an Accidental Injury, sickness or disease:

10.1. Permanent Disability

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

The Activities of Daily Living are:

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

10.2. Physical Impairment

- a) Total and irrecoverable loss of sight of both eyes. The blindness must be confirmed by an Ophthalmologist, OR
- b) Loss of use or loss by severance of two or more limbs at or above wrists or ankles; OR
- c) The total and irrecoverable loss of sight of one eye and loss of use or loss by severance of one limb at or above wrist or ankle.

The above disability must have lasted, without interruption, for at least six consecutive months from the date of diagnosis or accident and must, in the opinion of a qualified Medical Practitioner appointed by the Company, be deemed permanent.

“Accidental Injury” means bodily injury of the Life Assured caused solely, directly and independently of any other intervening causes from an accident {i.e. a traumatic event of violent, unexpected, external and visible nature}.

The loss of use of a limb is considered as a loss of use when such loss of use involves total and permanent loss of function of the limb affected as determined by a registered Medical Practitioner nominated by the Company.

11. *Free Look period* - means the period as specified under Part D Clause 7 from the receipt of the Rider during which Policyholder can review the terms and conditions of this Rider and where if the Policyholder is not agreeable to any of the provisions stated in the Rider, he/ she has the option to return this Rider.

12. *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 without loss of continuity of benefits. A Rider is considered to be in-force with risk cover without any interruption during the Grace Period;

13. *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.

14. *Life Assured* – means the Policyholder under the Base policy and as stated above in the Rider Schedule.

15. *Main/Base Policy*- means or refers to the Policy to which this Rider is annexed/attached thereto;

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16. *Medical Practitioner* - means a person who holds a valid registration from the medical council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or by a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license but excluding the Practitioner who is:
  - a) Life Assured/Policyholder himself or an agent of the Life Assured;
  - b) Insurance Agent, business partner(s) or employer/employee of the Life Assured or;
  - c) A member of the Life Assured'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 Benefit under this Policy, on the death of the Life Assured
19. *Pre-existing Disease* – means any condition, ailment, injury or disease/Critical Illness/Disability:
  - a) For which the insured was diagnosed by a physician within 48 months prior to the Risk Commencement Date of the Rider 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 Risk Commencement Date of the Rider issued by the insurer or its reinstatement
20. *Policy Anniversary*- means the annual anniversary of the Risk Commencement Date;
21. *Policyholder, You, you, your* – means or refers to the Policyholder stated in the Rider Schedule.
22. *Premium(s)*- means an amount stated in the Policy Schedule, payable by you to us for every Policy Year by the due dates, and in the manner stated in the Policy Schedule, to secure the benefits under this Policy, excluding applicable taxes and levies;
23. *Premium Paying Term* – means the period as stated in the Rider Schedule, in years, over which Premiums are payable;
24. *Revival of a Policy* - means restoration of the Policy, which was discontinued due to the non-payment of Premium, by the Company with all the benefits mentioned in the Policy document, with or without rider benefits, if any, upon the receipt of all the Premiums due and other charges/late fee, if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Assured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder; in accordance with Board approved Underwriting Policy.
25. *Revival Period* - means the period of five consecutive years from the date of first unpaid Premium, during which period the Policyholder is entitled to revive the Policy, which was discontinued due to the non-payment of Premium, in accordance with the terms of Revival of a Policy;
26. *Rider Sum Assured*- means the Rider Sum Assured specified in the Rider Schedule and payable in accordance with the terms and conditions of Part C – Benefits.
27. *Rider Term* - means the term of the Policy as stated in the Rider Schedule;
28. *Rider Year*- means a period of 12 months starting from the Risk Commencement Date.
29. *Surrender* - means complete withdrawal/ termination of the entire Rider;
30. *Surrender Value*- means an amount, if any, that becomes payable in case of Surrender of the Rider in accordance with the terms and conditions of the Rider.

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31. *Total Rider Premiums Paid* - means total of all the rider premiums received, excluding any extra premium and taxes.

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

SAMPLE

### Part C

#### 1) Benefits:

There are two benefit options available under this Rider:

##### Option A: Waiver of Premium on Death\*

##### Option B: Waiver of Premium on Disability or Critical Illness

\* Available only if life assured under the base policy is different from the policyholder under the base policy.

Subject to the conditions stated below, this rider can be opted for by the policyholder under the base policy:

- Any or all of the above benefit options can be chosen.
- This Rider can be opted at inception of the Base Policy or at any Base Policy premium due date.
- This Rider shall stand terminated and the coverage under it shall cease as soon as the Base Policy is terminated/cancelled.

##### Option A: Waiver of Premium on Death

The Company shall waive off all outstanding premiums of the Base Policy and all other riders attached to the base policy at inception of this rider, on the death of Life Assured subject to exclusions listed under clause (1) of Part F.

##### Option B: Waiver of Premium on Disability or Critical Illness

The Company shall waive off all outstanding premiums of the Base Policy and all other riders attached to the base policy at inception of this rider, on the first occurrence of either of the following events

- On the Life Assured being diagnosed with any of the Disability as defined under Clause (10) of Part B, subject to exclusions listed under clause(1) of Part F.
- On the Life Assured being diagnosed with any of the Critical Illness listed below, subject to exclusions listed under clause(1) of Part F.

Sr No	Name of CI/Surgery
1	Alzheimer's Disease
2	Parkinson's disease
3	Aorta Graft Surgery
4	Amputation of Feet due to Complications from Diabetes
5	Apallic Syndrome
6	Aplastic Anaemia
7	Bacterial Meningitis
8	Brain Surgery
9	Cardiomyopathy
10	Chronic Adrenal Insufficiency (Addison's Disease)
11	Chronic Relapsing Pancreatitis
12	Severe Crohn's Disease
13	Dissecting Aortic Aneurysm
14	Ebola
15	Elephantiasis
16	Encephalitis
17	Fulminant Hepatitis
18	Loss of Independent Existence (cover up to Insurance Age 74)
19	Medullary Cystic Disease
20	Muscular Dystrophy
21	Myasthenia Gravis
22	Other Serious Coronary Artery Disease
23	Poliomyelitis
24	Progressive Scleroderma
25	Progressive Supranuclear Palsy
26	Severe Rheumatoid Arthritis
27	Severe Ulcerative Colitis

Sr No	Name of CI/Surgery
28	Systemic Lupus Erythematosus with Lupus Nephritis
29	Pneumonectomy
30	Third Degree Burns
31	Stroke resulting in permanent symptoms
32	Primary (Idiopathic) Pulmonary Hypertension
33	Permanent Paralysis of Limbs
34	Open Heart Replacement or Repair of Heart Valves
35	Open Chest CABG
36	Multiple Sclerosis with Persisting Symptoms
37	Motor Neuron Disease with Permanent Symptoms
38	Major Organ /Bone Marrow Transplant
39	Major Head Trauma
40	Benign Brain Tumor
41	Blindness
42	Deafness
43	End Stage Lung Failure
44	End Stage Liver Failure
45	Loss of Speech
46	Loss of Limbs
47	Kidney Failure Requiring Regular Dialysis
48	Infective Endocarditis
49	Coma of specified Severity
50	Cancer of Specified Severity
51	Myocardial Infarction (First Heart Attack of Specific Severity)
52	Creutzfeldt-Jacob Disease (CJD)
53	Multiple System Atrophy
54	Loss of One Limb and One Eye
55	Necrotising Fasciitis
56	Hemiplegia
57	Tuberculosis Meningitis
58	Myelofibrosis
59	Pheochromocytoma
60	Eisenmenger's Syndrome

Please refer to Part B for definitions of Critical Illnesses.

**Please note:** On waiver of the premium, the Base Policy shall continue as per applicable terms and conditions and the Rider coverage shall terminate.

**2) Grace Period**

Grace Period of 30 days, where the mode of payment of Premium is annual, half-yearly, quarterly 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 is considered to be in-force with risk cover without any interruption during the Grace Period. Should a valid claim arise under the Rider during the Grace Period, but before the payment of due premium, the claim shall be honoured as per the terms of the Rider post deduction of the due and unpaid premium for the policy year from any benefit payable.

## Part D

### 1) Surrender Value

No Surrender value is payable under this Rider.

### 2) Revival of the Rider

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

In case the Rider is not revived within the revival period as mentioned under the Base Policy, the Rider shall terminate

### 3) Renewal of Rider

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

The rider premium rates are guaranteed for an initial period of 5 years. Post that the rates can be revised whenever required.

Once the rates have been revised they will be guaranteed for at least 3 years. The policyholder will be notified of the change in premium rates three months before the change is effected. If the policyholder is not willing to continue the rider with the revised premium rates, the rider will lapse.

### 4) Rider Addition/Deletion

If not opted at inception of the Base Policy, the Policyholder(s) may opt for the Rider at any Base Policy premium due date, subject to Board Approved Underwriting Policy (BAUP).

### 5) Alterations

No alterations are permissible under the Rider.

### 6) Loans

No loans are permissible under this Rider.

### 7) Free Look Cancellation

#### a) Cancellation in the free look period

- The Policyholder shall have the option of cancelling the Rider, stating the reasons thereof, by returning the Rider Document to company, within 15 days from the date of receipt of the Rider 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 Base Policy to which it is attached is continued.
- The rider shall be automatically cancelled if the Base Policy to which it is attached is cancelled.
- The rider shall be cancelled, on receipt of letter along with original policy documents. Pursuant to which the Company shall arrange to refund the rider premiums paid by policyholder, subject to deduction of the proportionate risk premium for the period on cover and the expenses incurred for medical examination (if any) and stamp duty, (if any).
- The terms and conditions mentioned above are only for the Rider. For terms and conditions related to refund under the Base Policy please refer to your Base Policy.
- A Rider once cancelled shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Rider.

#### b) Cancellation after the free look period

- The Rider shall be automatically cancelled if the base policy to which it is attached is cancelled.
- The Rider can be cancelled at any Policy Anniversary. Upon such a cancellation, the rider will lapse/terminate and no benefits will be payable.



**Part E**

No charges are applicable under the Rider

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## Part F

### 1) Exclusions

#### Applicable for Waiver of Premium on Death:

##### i. Suicide Exclusion

In case of death due to suicide within 12 months from the Risk Commencement Date of the Rider or from the date of revival of the Rider, as applicable, the Nominee or beneficiary of the Policyholder shall be entitled to at least 80% of the Total Rider Premiums Paid till the date of death or the Surrender Value available as on the date of death whichever is higher, provided the Rider is in force.

##### ii. Age Admitted

The Company has calculated the Premiums under the Rider on the basis of the age of the Life Assured as declared in the Proposal. In case You have not provided proof of age of the Life Assured with the Proposal, you will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted (“Correct Age”) during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938, as amended from time to time we shall take one of the following actions (i) if the Correct Age makes the Life Assured ineligible for this Policy, we will offer him suitable plan as per our underwriting norms. If you do not wish to opt for the alternative plan or if it is not possible for us to grant any other plan, the Policy will stand cancelled from the date of issuance and the Premiums paid under the Policy will be returned subject to the deduction of expenses incurred by the Company and the Policy will terminate thereafter; or (ii) if the Correct Age makes the Life Assured eligible for the Policy, the difference between the revised Premium, as per the Correct Age and the original Premium, with interest, will be due on the next Policy Anniversary date and the revised Premium will continue for the rest of the Premium Payment Term. The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.

#### Exclusions applicable for Waiver of Premium on Critical Illness

- i. Any Illness, sickness or disease other than those specified as Critical Illnesses under this Policy;
- ii. Any Pre-existing Disease or any complication arising therefrom. Pre-existing Disease means any condition, ailment, injury or disease / critical illness / disability:
  - a. That is/are diagnosed by a Medical Practitioner within 48 months prior to the Risk Commencement Date of the Rider issued by the insurer or its reinstatement; or
  - b. For which medical advice or treatment was recommended by, or received from, a Medical Practitioner within 48 months Prior to the Risk Commencement Date of the Rider issued by the insurer or its reinstatement
- iii. Coverage under the Rider after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by us.
- iv. Any Critical Illness caused due to treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
- v. Narcotics used by the Life Assured unless taken as prescribed by a registered Medical Practitioner,
- vi. Any Critical Illness caused due to intentional self-injury, suicide or attempted suicide
- vii. Any Critical Illness caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power;
- viii. Any Critical Illness caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
- ix. Congenital External Anomalies, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Life Assured;
- x. Any Critical Illness caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, including but not limited to, para jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep sea diving
- xi. Participation by the Life Assured in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- xii. Any Critical Illness caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy. Any Critical Illness caused due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

- xiii.** Any Critical Illness caused by any unproven/ experimental treatment, service and supplies for or in connection with any treatment. Unproven/ experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
- xiv.** Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline that he/ she is licensed for.
- xv.** Any Critical Illness caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
- xvi.** Any Critical Illness caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the Life Assured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
- xvii.** Any Critical Illness caused due to surgical treatment of obesity that does not fulfil all the below conditions:
  - a. Surgery to be conducted is upon the advice of the Medical Practitioner.
  - b. The Surgery / Procedure conducted should be supported by clinical protocols
  - c. The member has to be 18 years of age or older and
  - d. Body Mass Index (BMI):
    - greater than or equal to 40 or
    - greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
      1. Obesity related cardiomyopathy
      2. Coronary heart disease
      3. Severe Sleep Apnea
      4. Uncontrolled Type 2 Diabetes
- xviii.** Any Critical Illness caused due to treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reason.
- xix.** Any Critical Illness caused by treatment directly arising from or consequent upon any Life Assured committing or attempting to commit a breach of law with criminal intent.
- xx.** In the event of the death of the Life Assured within the stipulated survival period as set out below.
- xxi.** Any Critical Illness caused by sterility and infertility. This includes:
  - a. Any type of contraception, sterilization
  - b. Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
  - c. Gestational Surrogacy
  - d. Reversal of sterilization
- xxii. Waiting Period**  
An initial waiting period of 90 days applies from the Risk Commencement Date, or policy revival date, as the case may be. No waiting period applies for Critical Illness claims arising solely due to an accident.
- xxiii. Survival Period**  
A 15-day survival period is applicable. This refers to the period from the diagnosis and fulfilment of the definition of the conditions covered which the Life Assured must survive before the benefit will be paid.

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

#### **Applicable for Waiver of Premium on Disability (For Permanent Disability & Physical Impairment)**

We shall not be liable to make any payment under this Rider towards the Disability benefit, directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- i.** Pre-existing Disease means any condition, ailment, injury or disease / critical illness / disability:
  - a. That is/are diagnosed by a Medical Practitioner within 48 months prior to the Risk Commencement date of the rider issued by the insurer or its reinstatement; or
  - b. For which medical advice or treatment was recommended by, or received from, a Medical Practitioner 48 months Prior to the Risk Commencement date of the rider issued by the insurer or its reinstatement
- ii.** Coverage under the Rider after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer.
- iii.** Any disability caused due to treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
- iv.** Narcotics used by the Life Assured unless taken as prescribed by a registered Medical Practitioner.
- v.** Any disability caused due to intentional self-injury, suicide or attempted suicide, whether the person is medically sane or insane.

- vi. Any disability, caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
- vii. Service in any military, air-force, naval, paramilitary or similar organization.
- viii. Any disability caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
- ix. Working in underground mines, tunneling or involving electrical installations with high tension supply, or as race jockeys or circus personnel.
- x. Congenital External Anomalies, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Life Assured.
- xi. Any disability caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, including but not limited to, para jumping rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep sea diving and selfie accidents.
- xii. Participation by the Life Assured in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- xiii. Any disability, caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy.
- xiv. Any disability due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.
- xv. Any disability, caused by any unproven / experimental treatment, service and supplies for or in connection with any treatment. Unproven / experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
- xvi. Any disability based on certification/diagnosis/treatment from persons not registered as Medical Practitioners or from a Medical Practitioner who is practicing outside the discipline that he/ she is licensed for.
- xvii. Any disability, caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
- xviii. Any disability caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the Life Assured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
- xix. Any disability, caused due to surgical treatment of obesity that does not fulfil all the below conditions:
  - a. Surgery to be conducted is upon the advice of the Doctor
  - b. The Surgery / Procedure conducted should be supported by clinical protocols
  - c. The member has to be 18 years of age or older and
  - d. Body Mass Index (BMI):
    - greater than or equal to 40 or
    - greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
      1. Obesity related cardiomyopathy
      2. Coronary heart disease
      3. Severe Sleep Apnea
      4. Uncontrolled Type 2 Diabetes despite optimal therapy
- xx. Any disability caused due to treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reason.
- xxi. Any disability, caused by treatment directly arising from or consequent upon any Life Assured committing or attempting to commit a breach of law with criminal intent.
- xxii. Any disability, caused by sterility and infertility. This includes:
  - a. Any type of contraception, sterilization
  - b. Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
  - c. Gestational Surrogacy
  - d. Reversal of sterilization
- xxiii. **Waiting Period**  
There is a waiting period of 90 days from the policy commencement date or revival of cover. In case the insured event happens during this period, no benefit shall be payable.  
Waiting period is not applicable for claims occurring solely due to an accident. However, the permanency of the disability needs to be established for the claim to be payable.

## 2) Claim Procedure

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

#### The documents considered for processing a claim (For Death):

Basic documentation if death is due to Natural Cause:

- a) Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
- b) Original Policy;
- c) Original or copy Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar (attested by issuing Authority); and
- d) Claimant's identity and residence proof.

Basic documentation if death is due to Un-Natural Cause:

- a) Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
- b) Original Policy;
- c) Original or copy Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar (attested by issuing Authority);
- d) Claimant's identity and residence proof.
- e) Original or copy of First Information Report, Police Panchnama report attested by Police authorities; and
- f) Original or copy of Postmortem report attested by Hospital Authority, wherever applicable.

Note:

- In case original documents are submitted, attestation on the document by authorities is not required.
- Depending on the circumstances of the death, further documents may be called for as we deem fit.  
The claim is required to be intimated to us within a period of 90 days from the date of death. However, we may condone the delay in claim intimation, if any, where the claim is genuine and the delay is proved to be for reasons beyond the control of the claimant.

#### The documents considered for processing a claim (For Disability (i.e. Permanent Disability and Physical Impairment) and Critical Illnesses)

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

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

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

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

## 4) Nomination

Nomination for this Rider shall be as per the Nomination Schedule under the Base 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

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

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**Part G**

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

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## Annexure II

### Section 39 - Nomination by policyholder

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

- (1) The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- (2) Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- (3) Nomination can be made at any time before the maturity of the policy.
- (4) Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- (5) Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- (6) A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- (7) Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- (8) On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- (9) A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- (10) The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- (11) In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- (12) In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- (13) Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- (14) If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- (15) The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 (i.e 23.03.2015 ).
- (16) If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- (17) The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and

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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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