

**Part A**

<<01 January 2024>>  
<<Policyholder's Name>>  
<<Policyholder's Address>>  
<<Policyholder's Contact Number>>

Dear <<Policyholder's Name>>,

**Sub: Your Policy no. <<>>**

Dear <<Policyholder's Name>>,

Welcome to the HDFC Life family!

Over 4 crore people like you have joined the HDFC family and trust us to secure their future

We've issued your HDFC Life Click 2 Achieve Policy for <<Name of Life assured -if different from Policyholder>> and your policy number is <<>>.

We have ensured your Policy Document is in a simple format and have highlighted the key features of your policy.

**Policy document:**

This document is evidence of the insurance contract between HDFC Life Insurance Company Limited and you. We request you to please preserve this document safely and also inform your Nominees about the same. We are also enclosing alongside a copy of your proposal form and other relevant documents submitted by you.

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

In case you are not agreeable to any of the terms and conditions stated in the Policy, you have the option to return the Policy to us for cancellation stating the reasons thereof, within 30 days from the date of receipt of the Policy, whether received electronically or otherwise. On receipt of your letter along with the original Policy (original Policy Document is not required for policies in dematerialised form or where policy is issued only in electronic form), we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period of cover and the expenses incurred by us on medical examination (if any) and stamp duty charges.>>

**Contacting us:**

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

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

Registered Office: HDFC Life Insurance Company Limited, Lodha Excelus, 13th Floor, Apollo Mills Compound, Mahalaxmi, Mumbai-400011. Call 022-68446530 (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 | NRIservice@hdfclife.com (For NRI customers only) NRI Helpline number +91 89166 94100 (Call charges apply) Available Mon-Sat 10 am to 9 pm IST | Visit – www.hdfclife.com. CIN: L65110MH2000PLC128245.

SAMPLE

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**POLICY DOCUMENT- HDFC Life Click 2 Achieve**

**Unique Identification Number: <<101N186V07>>**

Your Policy is an individual non-linked non-participating savings life insurance policy. This document is the evidence of a contract between HDFC Life Insurance Company Limited (“We/ Company”) and the Policyholder (“You”) as described in the Policy Schedule given below. This Policy is based on the proposal made by the Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given to medical questionnaire by the Life Assured, applicable medical evidence and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder (“Proposal”). It is effective upon receipt and realization, by the Company, of the consideration payable as First Premium under the Policy. The Policy is governed by the applicable laws in force in India; and all Premiums and Benefits are expressed and payable in Indian Rupees only.

**POLICY SCHEDULE**

**Policy number: <<>>**

**Client ID: <<>>**

**Policyholder Details**

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

**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</b>	<<>> years
<b>Commencement Date</b>	<<>>
<b>Age Admitted</b>	<<Yes/No>>

**Policy Details**

<b>Plan Option</b>	<<Smart Student / Dream Achiever>>
<b>Benefit Chosen (as per cashflow chosen at inception)</b>	<< >>
<b>Risk Commencement Date</b>	<< RCD >>
<b>Policy Commencement Date</b>	<<PCD>>
<b>Annualized Premium</b>	Rs. <<>>
<b>Premium Due Date(s)</b>	<<dd /month>>
<b>Policy 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 (For First Year)</b>	Rs. <<>>
<b>Premium per Frequency of Premium Payment (For Second Year Onwards)</b>	Rs. <<>>
<b>Underwriting Extra Premium per Frequency of Premium Payment</b>	Rs. <<>>
<b>Total Premium per Frequency Premium Payment for first year</b>	Rs. <<>>
<b>Total Premium per Frequency Premium Payment for second year onwards</b>	Rs. <<>>
<b>Grace Period</b>	<< 15 (for Monthly premium paying frequency

	30 (for other premium payment frequencies days)
<b>Final Premium Due Date</b>	<< dd/mm/yyyy>>
<b>Maturity Date</b>	<< dd/mm/yyyy>>
<b>First Benefit Payout Date<sup>^</sup></b>	<< dd/mm/yyyy>>
<b>Payout Frequency</b>	<< Annual/Half-yearly/ Quarterly/ Monthly>>
<b>Payout Term</b>	<<>> years
<b>Sum Assured on Death at inception</b>	Rs. <<>>
<b>Sum Assured on Juvenile CI at inception</b>	Rs. <<>> / Not Opted
<b>Deferral of Survival/Income Benefit</b>	<< Yes/No >>
<b>Premium Offset</b>	<< >>
<b>Policy issued on the basis of medical questionnaire</b>	<< Yes/No >>

<< If Smart Student is selected>>

<b>Survival Benefit Start Age of Life Assured</b>	<<>> years
<b>Survival Benefit Period</b>	<<>> years
<b>Survival Benefit</b>	<< >>

<<If Dream Achiever is selected>>

<b>Additional Benefit Opted</b>	<< >>	
	<b>Survival benefit Payment dates<sup>^</sup></b>	<b>Survival Benefit Amount</b>
<b>Survival Benefit*</b>	<< >>	
<b>Maturity Benefit</b>	<< >>	
<b>Income Benefit</b>	<< >>	

<<If Immediate Payout on Issuance is Opted>>

<sup>^</sup>First payout shall be made within 7 working days from i) the realization of the first premium or ii) policy issuance, whichever is later.  
Subsequent payouts shall be made within 7 working days from i) realization of renewal premium or ii) survival benefit payout date, whichever is later

<<If Payout in Advance is Opted>>

<<If policy is with 0 Deferment>>  
<sup>^</sup>First payout shall be made within 7 working days from i) the realization of the first premium or ii) policy issuance, whichever is later.  
Subsequent payouts shall be made within 7 working days from i) realization of renewal premium or ii) survival benefit payout date, whichever is later  
<<If policy is with 0 Deferment>0>>  
<sup>^</sup>Payouts shall be made within 7 working days from i) realization of renewal premium or ii) survival benefit payout date, whichever is later

**\*Subject to policy being in force for full cover, during the premium offset years as chosen at inception, the annual Survival Benefit as mentioned above shall be paid and the balance survival benefit amount shall be offset against the annual premium to be paid by you. In case of any alterations leading to change in premium or payout frequency or change in total premiums payable, Premium Offset feature will get disabled and entire survival benefit as per benefit illustration will be paid to you, subject to receipt of premium due from you.**

Please refer Annexure 1 attached to Benefit Illustration for details on Cashflow for Premium Offset.

**Rider Policy Details**

<b>Name of the Rider</b>	<<>>
<b>UIN of the Rider</b>	<<>>
<b>Risk Commencement Date</b>	<<>>
<b>Rider Commencement Date</b>	<<>>
<b>Rider Sum Assured</b>	<<>>
<b>Annualized Premium</b>	<<>>
<b>Policy Term</b>	<<>>
<b>Premium Paying Term</b>	<<>>
<b>Frequency of Premium Payment</b>	<<>>

<b>Premium per Frequency of Premium Payment</b>	<<>>
<b>Grace Period</b>	<< 15 (for monthly mode) / 30 (for other modes) >>

**Rider Policy Details**

<b>Name of the Rider</b>	<<>>
<b>UIN of the Rider</b>	<<>>
<b>Risk Commencement Date</b>	<<>>
<b>Rider Commencement Date</b>	<<>>
<b>Rider Sum Assured</b>	<<>>
<b>Annualized Premium</b>	<<>>
<b>Policy Term</b>	<<>>
<b>Premium Paying Term</b>	<<>>
<b>Frequency of Premium Payment</b>	<<>>
<b>Premium per Frequency of Premium Payment</b>	<<>>
<b>Grace Period</b>	<< 15 (for monthly mode) / 30 (for other modes) >>

**Rider Policy Details**

<b>Name of the Rider</b>	<<>>
<b>UIN of the Rider</b>	<<>>
<b>Risk Commencement Date</b>	<<>>
<b>Rider Commencement Date</b>	<<>>
<b>Rider Sum Assured</b>	<<>>
<b>Annualized Premium</b>	<<>>
<b>Policy Term</b>	<<>>
<b>Premium Paying Term</b>	<<>>
<b>Frequency of Premium Payment</b>	<<>>
<b>Premium per Frequency of Premium Payment</b>	<<>>
<b>Grace Period</b>	<< 15 (for monthly mode) / 30 (for other modes) >>

**Rider Policy Details**

<b>Name of the Rider</b>	<<>>
<b>UIN of the Rider</b>	<<>>
<b>Risk Commencement Date</b>	<<>>
<b>Rider Commencement Date</b>	<<>>
<b>Rider Sum Assured</b>	<<>>
<b>Annualized Premium</b>	<<>>
<b>Policy Term</b>	<<>>
<b>Premium Paying Term</b>	<<>>
<b>Frequency of Premium Payment</b>	<<>>
<b>Premium per Frequency of Premium Payment</b>	<<>>
<b>Grace Period</b>	<< 15 (for monthly mode) / 30 (for other modes) >>

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

**NOMINATION SCHEDULE**

<b>Nominee's Name</b>	<<Nominee-1 >>	<<Nominee-2 >>
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<b>Gender</b>	<< Male / Female / Transgender>>	<< Male / Female / Transgender>>
<b>Nominee's Relationship with the Life Assured</b>	<<>>	<<>>
<b>Date of Birth of Nominee</b>	<<dd/mm/yyyy>>	<<dd/mm/yyyy>>
<b>Nominee's Age</b>	<<>> years	<<>> years
<b>Nomination Percentage</b>	<<>> %	<<>> %
<b>Nominee's Address</b>	<<>>	<<>>
<b>Appointee's Name</b>	<<>>	
(Applicable where the Nominee is a Minor)		
<b>Appointee's Gender</b>	<< Male / Female / Transgender>>	
<b>Appointee's relationship with the Nominee</b>	<< >>	
<b>Date of Birth of Appointee</b>	<<dd/mm/yyyy>>	
<b>Appointee's Address</b>	<<>>	

  

<b>Address for Communication</b>	<<>>
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Signed at Mumbai on <<>>  
For HDFC Life Insurance Company Limited

Authorised Signatory

Stamp Duty of Rs. \_\_\_\_/- is paid as provided under Article 47D(iii) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. (\_\_\_\_ Validity Period Dt. \_\_\_\_ To Dt. (O/w.No.\_\_\_\_)/Date: \_\_\_\_).

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

**SPACE FOR ENDORSEMENTS**

**Part B**  
**(Definitions)**

In this Policy, the following definitions shall be applicable:

- 1) “Accident” means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2) “Accidental Injury” means bodily injury of the insured 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}.
- 3) *Accrued survival/income benefits* – means survival/income benefits accrued under this policy if Policyholder has opted for deferral of survival benefit(s) feature as per clause 7 of Part D
- 4) *Annualized Premium*- shall be the premium amount payable in a year, excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums.
- 5) *Appointee* – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the Death Benefit under this Policy on the death of the Life Assured while the Nominee is a minor;
- 6) *Assignee* – means the person to whom the rights and benefits under this Policy are transferred by virtue of assignment under section 38 of the Insurance Act, 1938, as amended from time to time;
- 7) *Assignment* – means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time;
- 8) *Authority/ IRDAI* – means Insurance Regulatory and Development Authority of India; established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999.
- 9) *Company, company, Insurer, Us, us, We, we, Our, our* – means or refers to HDFC Life Insurance Company Limited.
- 10) *Death Benefit* - means the benefit which is payable on death of life assured, as stated in the policy document under Part C.
- 11) *Free Look period* – means the period specified under Part D clause 9 from the receipt of the Policy during which Policyholder can review the terms and conditions of this Policy and where if the Policyholder is not agreeable to any of the provisions stated in the Policy, he/ she has the option to return this Policy.
- 12) *Frequency of Premium Payment*– means the period, as stated in the Policy Schedule, between two consecutive Premium due dates for the Policy;
- 13) *Grace Period* for other than single premium policies means the time granted by the insurer from the due date of payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the policy. The grace period for payment of the premium for all types of life insurance policies shall be fifteen days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases.
- 14) *Life Assured* – means the person as stated in the Policy Schedule on whose life the contingent events have to occur for the Benefits to be payable. The Life Assured may be the Policyholder.
- 15) *Maturity Benefit* means sum assured on maturity, any additional and accrued benefit, which is payable on maturity in accordance with the terms and conditions of the policy.
- 16) *Maturity Date* – means the date stated in the Policy Schedule, on which the Policy Term expires and this Policy terminates;
- 17) *Medical Practitioner* - means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license but excluding the Practitioner who is:
  - a) Insured/Policyholder himself;
  - b) Insurance Agent, business partner(s) or employer/employee of the Insured or;
  - c) A member of the Insured's immediate family.
- 18) *Minor* – means for purpose of this Policy any person who is below 18 years of age.
- 19) *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.



- 20) *Nominee(s)* – means the person nominated by the Policyholder (who is also the Life Assured) under this policy and registered with us in accordance with the Nomination Schedule, to whom money secured by the Policy as mentioned under the Death Benefit shall be paid in event of the death of the Life Assured;
- 21) *Non-Linked insurance products* – are the products other than Linked insurance products
- 22) *Non-par products or products without participation in profits* - means products where policies are not entitled for any share in surplus (profits) during the term of the policy.
- 23) *Policy Anniversary* – means the annual anniversary of the Risk Commencement Date;
- 24) *Policyholder, You, you, your* – means or refers to the Policyholder stated in the Policy Schedule.
- 25) *Policy Term* – means the term of the Policy as stated in the Policy Schedule;
- 26) *Policy Year* - is the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.
- 27) *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;
- 28) *Premium Paying Term* – means the period as stated in the Policy Schedule, in years, over which Premiums are payable;
- 29) *Regulations* – means IRDAI (Insurance Products) Regulations, 2024 as amended from time to time and applicable to this Policy, including without limitation the Regulations and directions issued by the Insurance Regulatory and Development Authority of India ('IRDAI') from time to time.
- 30) *Revival of Policy* - means restoration of the Policy, which was discontinued due to the non-payment of Premium, by the insurer 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, during the revival period as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder .; in accordance with Board approved Underwriting Policy;
- 31) *Revival Period* - means the period of five consecutive complete years from the date of first unpaid Premium;
- 32) *Risk Commencement Date* - means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences;
- 33) *Savings products* means those products other than Pure risk products.
- 34) *Sum Assured on Death* – means the absolute amount of benefit which is guaranteed to become payable on death of the life assured in accordance with the terms and conditions of the policy.
- 35) *Sum Assured on Maturity* – means the amount which is guaranteed to become payable on at the end of policy term i.e. on maturity of the policy, in accordance with the terms and conditions of the Policy.
- 36) *Surrender* - means complete withdrawal/ termination of the entire contract;
- 37) *Surrender Value* - means an amount, if any, that becomes payable in case of Surrender of the Policy during its term, in accordance with the terms and conditions of the Policy.
- 38) *Survival Benefit* - means the benefit payable, as per the terms and conditions of the plan option chosen under the policy, until death of the Life Assured or end of the policy term, whichever is earlier
- 39) *Total Premiums Paid*- means total of all the premiums paid under the base product, excluding any extra premium and taxes, if collected explicitly;
- 40) *UIN* - means a unique number allotted to each product which is required to be disclosed in product related literature, policy documents and any other supporting documents for such product.
- 41) *Underwriting Extra Premiums* - shall mean any Premium charged in addition to standard Premium which is based on underwriting and as intimated to the Policyholder at the time of inception of the Policy.

## Appendix 1: Definitions

### 1. Critical Illness (CI) covered under Waiver of Premium on Critical Illness (WOP CI)

#### 1.1. Definitions

##### 1.1.1. 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 Insured Person. 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 shower) or wash satisfactorily by other means
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: The ability to move from bed to a upright chair or wheelchair and vice versa;
- iv. 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.

### 1.1.2. 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 Insured Person to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:

Activities of daily living:

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

- d. Parkinson's disease secondary to drug and/or alcohol abuse is excluded.

### 1.1.3. 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 insured person 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.

#### **1.1.4. Amputation of Feet due to Complications from Diabetes**

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

#### **1.1.5. 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.

#### **1.1.6. Aplastic Anaemia**

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

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

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

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

#### **1.1.7. Bacterial Meningitis**

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

This diagnosis must be confirmed by:

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

The Activities of Daily Living are:

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

vi. Feeding: the ability to feed oneself once food has been prepared and made available.

#### **1.1.8. 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.

#### **1.1.9. Cardiomyopathy**

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

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

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

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

#### **1.1.10. Chronic Adrenal Insufficiency (Addison's Disease)**

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

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

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

#### **1.1.11. Chronic Relapsing Pancreatitis**

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

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

#### **1.1.12. Severe Crohn's Disease**

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

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

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

#### **1.1.13. Aortic Dissection**

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

#### **1.1.14. Ebola**

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

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

#### **1.1.15. Elephantiasis**

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

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

#### **1.1.16. Encephalitis**

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

Activities of daily living are:

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

#### **1.1.17. 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.

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



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

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

Activities of daily living:

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

#### **1.1.19. Medullary Cystic Disease**

Medullary Cystic Disease where the following criteria are met:

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

#### **1.1.20. Muscular Dystrophy**

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

Activities of daily living:

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

#### **1.1.21. Myasthenia Gravis**

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

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

Myasthenia Gravis Foundation of America Clinical Classification:

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

#### **1.1.22. 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).

#### **1.1.23. Poliomyelitis**

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

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

#### **1.1.24. Progressive Scleroderma**

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

The following are excluded:

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

#### **1.1.25. Progressive Supranuclear Palsy**

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

#### **1.1.26. Severe Rheumatoid Arthritis**

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

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

The Activities of Daily Living are:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;

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

#### **1.1.27. Severe Ulcerative Colitis**

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

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

#### **1.1.28. Systemic Lupus Erythematosus with Lupus Nephritis**

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

The WHO Classification of Lupus Nephritis:

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

#### **1.1.29. 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

#### **1.1.30. 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.

#### **1.1.31. 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.



### **1.1.32. 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:

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

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

### **1.1.33. 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.

### **1.1.34. 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.

### **1.1.35. Open Chest CABG**

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

The following are excluded:

- Angioplasty and/or any other intra-arterial procedures

### **1.1.36. Multiple Sclerosis with Persisting Symptoms**

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

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

Neurological damage due to SLE is excluded.

### **1.1.37. 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.

### **1.1.38. 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

### **1.1.39. Major Head Trauma**

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

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

The Activities of Daily Living are:

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

The following is excluded:

- Spinal cord injury.

### **1.1.40. Benign Brain Tumor**

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

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

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

The following conditions are excluded:

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

### **1.1.41. 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.

#### **1.1.42. 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.

#### **1.1.43. 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 ( $\text{PaO}_2 < 55$  mmHg); and
- d. Dyspnea at rest.

#### **1.1.44. 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.

#### **1.1.45. 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.

#### **1.1.46. 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.

#### **1.1.47. 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.

#### **1.1.48. Infective Endocarditis**

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

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

#### **1.1.49. Coma of specified Severity**

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

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

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

#### **1.1.50. Cancer of Specified Severity**

A malignant tumour 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 leukaemia, lymphoma and sarcoma.

The following are excluded –

- a. All tumours 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 tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- 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 Tumours histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

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

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

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

The following are excluded:

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

#### **1.1.52. Creutzfeldt-Jacob Disease (CJD)**

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

#### **1.1.53. Multiple System Atrophy**

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

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

#### **1.1.54. Loss of One Limb and One Eye**

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

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

#### **1.1.55. Necrotising Fasciitis**

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

#### **1.1.56. 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.

#### **1.1.57. Tuberculosis Meningitis**

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

#### **1.1.58. Myelofibrosis**

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

#### **1.1.59. Pheochromocytoma**

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

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

#### **1.1.60. Eisenmenger's Syndrome**

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

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

## **2. Disabilities covered under Waiver of Premium on Total and Permanent Disability (WOP TPD)**

### **2.1 Definitions**

Total and Permanent Disability (TPD) shall mean the occurrence of any of the following conditions as a result of accidental injury, sickness or disease:

#### **2.1.1 Permanent Disability**

Disability means inability of the Policyholder 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:

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

In case the event which has caused accidental Total Permanent Disability, occurs during the Premium Payment Term but Accidental TPD occurs after the Premium Payment Term but within 180 days from the date of event, WOP TPD benefit shall be applicable.

#### **2.1.2 Physical Impairment**

- Total and irrecoverable loss of sight of both eyes. The blindness must be confirmed by an Ophthalmologist, OR
- Loss of use or loss by severance of two or more limbs at or above wrists or ankles; OR
- 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.

In case the event which has caused accidental Total Permanent Disability, occurs during the Premium Payment Term but Accidental TPD occurs after the Premium Payment Term but within 180 days from the date of event, WOP TPD benefit shall be applicable.

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.



### 3. Critical Illness Cover

#### 3.1 Definitions

##### 3.1.1 Leukaemia

Leukaemia refers to the occurrence of an acute or chronic myeloid leukaemia or acute lymphocytic leukaemia where all of the following diagnostic criteria must be met:

- unequivocal Diagnosis has been confirmed by histology by a consultant haematologist or pathologist; and
- the leukaemia has required treatment with chemotherapy or Bone Marrow Transplant.

##### 3.1.2 Aplastic Anaemia

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

- i. Blood product transfusion;
- ii. Marrow stimulating agents;
- iii. Immunosuppressive agents; or
- iv. 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:

- i. Absolute neutrophil count of less than 500/mm<sup>3</sup> or less
- ii. Platelets count less than 20,000/mm<sup>3</sup> or less
- iii. Reticulocyte count of less than 20,000/mm<sup>3</sup> or less Temporary or reversible Aplastic Anaemia is excluded.

##### 3.1.3 Bone Marrow Transplant

The actual undergoing of a transplant of 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:

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

##### 3.1.4 Acquired Brain Damage

Acquired Brain Damage refers to a medical condition where all of the following criteria must be met:

- the Insured has attained the age of four (4) years old or above;
- brain imaging studies and neuro-psychological testing appropriate to the Insured's age have confirmed the presence of moderate to severe brain damage; and
- the development of the Insured is delayed by the equivalent of at least two (2) years and there is a need for special childcare and special schooling as confirmed by a specialist in the relevant field.

Brain damage as a result of congenital causes is excluded.

##### 3.1.5 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.

### **3.1.6 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.

### **3.1.7 Glomerulonephritis**

Glomerulonephritis refers to a medical condition whereby all of the following diagnostic criteria must be met:

- kidney biopsy has confirmed a progressive form of glomerulonephritis;
- serial renal function tests demonstrate a continuing progressive decline in renal function; and
- the serum creatinine is persistently above 140 mmol/Litre for a period of not less than 6 months.

### **3.1.8 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 90 decibels across all frequencies of hearing” in both ears.

### **3.1.9 Blindness**

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

II. 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.

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

### **3.1.10 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.

### **3.1.11 Tuberculous Meningitis**

Tuberculous Meningitis refers to meningitis proven to be caused by mycobacterium tuberculosis that causes a significant, irreversible and Permanent neurological deficit with persisting clinical symptoms that results in either:

- a) severe cognitive impairment documented by standard neuro-psychological that results in the need for continuous supervision; or
- b) physical impairment that results in a Permanent inability to perform at least one (1) Activity of Daily Living.

The neurological deficit must persist for at least 6 weeks.

Permanent neurological deficit with persisting clinical symptoms means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Life Assured.



### 3.1.12 Osteogenesis Imperfecta Type III

This is characterised by brittle, osteoporotic, easily fractured bone. The Insured must be Unequivocally Diagnosed as a type III Osteogenesis Imperfecta confirmed by the occurrence of all of the following conditions:

- I. the result of physical examination of the Insured by a Specialist in the relevant field that the Insured suffers from growth retardation; and
- II. the result of X-ray studies reveals multiple fracture of bones and progressive kyphoscoliosis; and
- III. positive result of skin biopsy

Unequivocal Diagnosis of Osteogenesis Imperfecta must be confirmed by a Specialist acceptable to us.

SAMPLE

## Part C Benefits

### 1. Benefits

#### I. **Smart Student:**

- (1) *Death Benefit* – On death of the Life Assured during the Policy Term and provided that all Premiums which have fallen due have been paid, the Death Benefit payable shall be highest of:

- Sum Assured on Death or
- 105% of Total Premiums paid or
- Surrender Value on date of death.

Where, Sum Assured on Death shall be 10 times of Annualised Premium.

Upon payment of the Death Benefit, the Policy terminates and no further Benefits are payable.

There is no waiting period for death benefit even in case of POS channel

- (2) *Survival Benefit* – Survival benefit is payable in the policy year in which the Life Assured is aged either 16 years or 18 years and is payable for 3, 4 or 5 Policy Years as chosen by the Policyholder at inception from the chosen age. The last instalment of survival benefit (as described above) is payable on maturity.

- (3) *Maturity Benefit* – There is no maturity benefit payable.

- (4) Additionally, below benefits shall be applicable provided all Premiums which have fallen due have been paid.

- A. 2 times the Annualized Premium shall be payable once during the entire Policy Term, if the life assured achieves any one of the following:

- Admission in one of the top 100 ranked universities of the world or the top 10 ranked universities of India.#
- Qualifying for Olympics, Paralympics or Winter Olympics in any sport.
- Gold, Silver or Bronze medal in Asian Games, Commonwealth Games, or the world championship of any sport under one of the recognised National Sports Federations in India.
- Gold, Silver or Bronze medal in Delphic Games in any art category.

#University rankings shall be as published by a recognised publisher of university rankings as decided by the Company. Currently this is the QS World University Rankings.

- B. On the occurrence of the events mentioned below all future premiums payable under the plan will be waived, provided that all Premiums which have fallen due have been paid.

- Waiver of Premium on Death (WOP Death): On death of the Policyholder during the Premium Paying Term, all future premiums shall be waived and the Policy will continue and the death and survival benefits shall be available as per the terms of the policy
- Waiver of Premium on CI (WOP CI): If the Policyholder is diagnosed with any of the covered critical illness during the Premium Paying Term, all future premiums shall be waived and the Policy will continue and the death and survival benefits shall be available as per the terms of the policy. Please refer Appendix 1 above for the applicable definitions and exclusions there-of given in Part F.
- Waiver of Premium on Total and Permanent Disability (WOP TPD): On occurrence of total and permanent disability of the Policyholder during the Premium Paying Term, all future premiums shall be waived. The Policy will continue and the death and survival benefits shall be available as per the terms of the policy. Please refer Appendix 1 above for the applicable definitions and exclusions there-of given in Part F.

#### II. **Dream Achiever:**

- 1) *Death Benefit* – On death of the Life Assured during the Policy Term and provided that all Premiums which have fallen due have been paid, the Death Benefit payable as lumpsum shall be the highest of:

- Sum Assured on Death or
- 105% of Total Premiums paid or,
- Surrender Value on date of death.

Where, Sum Assured on Death at inception is available in schedule of this document

Upon payment of the Death Benefit, the Policy terminates and no further Benefits are payable.

- 2) *Survival Benefit* – Survival Benefit as chosen by the policyholder at inception shall be payable in arrears during the Policy Term as provided under the Policy Schedule.
- 3) *Maturity Benefit* – On survival of the Life Assured till the Maturity Date and provided that all Premiums which have fallen due have been paid, the Maturity Benefit payable shall be the Sum Assured on Maturity as chosen by the Policyholder at inception. Additionally, the Policyholder can choose to receive an income benefit for the duration of Income Term, which starts on policy maturity date. The income term and amount of income benefit in each year of benefit payment will be as chosen by the Policyholder at inception.

On death of the Policyholder during the Income Term, the nominee/ beneficiary would continue receiving the income benefit till the end of income term. The nominee/ beneficiary will have an option to commute the future income which shall be the present value of future payouts discounted at a rate as described under Part D clause 4 below.

- 4) Additionally, below benefits shall be payable provided all Premiums which have fallen due have been paid, subject to Policyholder availing such options at inception as provided under additional benefit opted in Policy Schedule. These benefits once chosen, cannot be opted out.
  - a. Waiver of Premium on Death (WOP Death): On death of the Policyholder during the Premium Paying Term, all future premiums shall be waived and the Policy will continue with all benefits being available as per the terms of the Policy.
  - b. Waiver of Premium on CI (WOP CI): If the Policyholder is diagnosed with any of the covered critical illness during the Premium Paying Term, all future premiums shall be waived and the Policy will continue with all benefits being available as per the terms of the policy. Please refer Appendix 1 above for the applicable definitions and exclusions there-of given in Part F.
  - c. Waiver of Premium on Total and Permanent Disability (WOP TPD): On occurrence of total and permanent disability of the Policyholder during the Premium Paying Term, all future premiums shall be waived. The Policy will continue and all benefits shall be available as per the terms of the policy. Please refer Appendix 1 above for the applicable definitions and exclusions there-of given in Part F.

## 2. Recipients of Benefits

The recipients of Benefits under this Policy shall be as specified below:

- (i) Death Benefit shall be payable to the registered Nominee(s), if the Policyholder and the Life Assured are the same; or to the Policyholder, if the Policyholder and the Life Assured are different.
- (ii) All other Benefits shall be payable to the Policyholder.
- (iii) If the Policy has been assigned, all Benefits shall be payable to the Assignee under absolute assignment.

## 3. Payment and cessation of Premiums

- (1) The first Premium must be paid along with the submission of your completed application. Subsequent Premiums are due in full on the due dates as per the Frequency of Premium Payment set out in your Policy Schedule.
- (2) Premiums under the Policy can be paid on yearly, half-yearly, quarterly or monthly basis as per the chosen Frequency of Premium Payment and as set out in the Policy Schedule or as amended subsequently.
- (3) Advance Premium: The Premiums that fall due in the same financial year can be paid in advance. However, where the Premium due in one financial year is paid in advance in earlier financial year, we may collect the same for a maximum period of three months in advance of the due date of the premium.
- (4) Any Premiums paid before the Due Date will be deemed to have been received on the Due Date for that Regular Premium.

- (5) Grace Period: Grace period is not applicable for Single Premium. The grace period of 15 days (where the premium is paid on a monthly basis) and 30 days (where the premium is paid in quarterly/half-yearly/annual basis) is available on the premium due date, to pay the premium. We will not accept part payment of the Premium. The policy is considered to be in-force with the risk cover during the grace period without any interruption as per the terms and conditions of the policy.
- (6) A Premium will be deemed to remain unpaid if the Premium amount has not been realised by us. If any Premium remains unpaid after the expiry of the grace period, your Policy may lapse or become Paid-Up, as described in Part D Clause 2, with effect from the due date of the first unpaid Premium. In that event, the Benefits under such Policy shall be payable in accordance with Part D Clause 2.
- (7) Premiums are payable by you without any obligation on us to issue a reminder notice to you.
- (8) The application of the Premiums received is conditional upon the realisation of the proceeds of the instrument of payment, including electronic mode.

**4. Juvenile Critical Illness Cover (CI Cover)**

If the life assured is diagnosed with any of the covered critical illnesses, Sum Assured on Juvenile CI, as chosen by the Policyholder at inception will be paid as lumpsum and the Policy shall continue and death, survival and maturity benefits shall be available as applicable under the policy. Please refer Appendix 1 above for the applicable definitions and exclusions there-of given in Part F.

CI Cover shall cease when the life assured completes 21 years of age. Once the CI Cover ceases, premium for CI Cover shall also cease

## Part D

### 1. Surrender Value

The Policyholder may surrender the policy during the Policy Term.

The Surrender Benefit will be higher of GSV (Guaranteed Surrender Value) and SSV (Special Surrender Value).

The policy shall acquire a Guaranteed Surrender Value (GSV) upon the payment of at least first 2 (two) years' premiums.

GSV shall be calculated as follows:

Guaranteed Surrender Value (GSV) = Max (GSV Factor × Total premiums paid – Survival Benefits applicable till date, 0)

Where, GSV factor shall be as follows:

Policy Year	GSV Factor
2	30%
3	35%
4 to 7	50%
8 to (Policy Term less 2)	$50\% + 40\% \times (\text{Policy Year} - 7) \div (\text{Policy Term} - 8)$
(Policy Term less 1) to Policy Term	90%

Special Surrender Value (SSV) shall become payable after completion of first policy year provided one full year premium has been received

SSV shall be at least equal to the expected present value of the

- (a) paid-up sum assured on all contingencies covered and
- (b) paid-up future benefits (such as income benefits), if any, and
- (c) accrued/vested benefits, duly allowing for survival benefits already paid, if any

The surrender value will be adjusted for any extra survival benefits paid before the policy is surrendered.

### 2. Lapsed Policies and Paid-Up policies

- (1) If any due Premium is unpaid upon the expiry of the grace period and your Policy has not acquired a Surrender Value, your Policy's status will be altered to lapsed status and the cover will cease.
- (2) No Benefits shall be payable under a lapsed Policy.
- (3) If any due Premium is unpaid upon the expiry of the grace period and your Policy has acquired a Surrender Value, your Policy's status will be altered to paid-up status.
- (4) Sum Assured on Death, Sum Assured on Maturity and survival benefits for a paid-up policy shall be calculated as follows:

Paid-up value = In-force value × Number of premiums paid ÷ Total Number of premiums payable

The reduced paid-up benefits will be adjusted for any extra survival benefits paid before the policy is made reduced paid-up.

The minimum death benefit for a reduced paid-up policy shall be at least 105% of total premiums paid till the date of death.

Waiver of future premiums shall not be applicable for a policy in reduced paid-up mode

### 3. **Revival of the Policy**

If your Policy has been discontinued due to the non-payment of Premium it would be revived /restored by the Insurer 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, during the revival period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder; in accordance with Board approved Underwriting Policy Currently, the application for the revival should be made within five years from the due date of the first unpaid Premium and before the expiry of the Policy Term. The current rate of interest is 9.5% p.a.

The revival interest shall be reviewed half-yearly and it will be reset to: Average Annualized 10-year benchmark G-Sec Yield (over last 6 months & rounded up to the nearest 50 bps) + 2%. The change in revival rate shall be effective from 25th February and 25th August each year. Any change on basis of determination of interest rate for revival will be done only after prior approval of the Authority.

### 4. **Discount rate**

The discount rate shall be computed with reference to the prevailing interest rates derived from yields of the 10 years G-Sec security. Any change in the interest rate used will be in accordance with the formula below:

Annualized Yield on reference government bond + k, rounded up to the nearest 25 basis points.

Where k = 100 basis points

The discount rates will be reviewed semi-annually and shall be revised using the above-mentioned formula and the change in the discount rates shall be effective from 25th February and 25th August each year. The revised discount rates shall apply to all policies including the policies already sold.

### 5. **Alterations**

Following alterations are allowed under this plan:

- Alteration of Premium Payment Frequency
- Alteration of Survival Benefit and Income Benefit Payout frequency

The premium payable and survival/income benefit payout shall be calculated by applying premium payment frequency and survival/income benefit payout frequency conversion factor respectively. Such alteration will be effective from policy anniversary subject to minimum premium or benefit conditions and accordance with the terms and conditions of the plan.

### 6. **Option to decrease premiums:**

After payment of premiums for first five completed Policy Years, the policyholder can decrease the premium up to 50% of the original Annualized Premium, subject to the minimum premium limits under the product. If this option is chosen, all benefits under the policy will be reduced as per the below formula:

*Revised Benefit Amount = Original Benefit Amount × Revised total premiums payable ÷ Original total premiums payable*

Once decreased, the premium cannot be subsequently increased.

### 7. **Deferral of Survival Benefit(s):**

At any point of time during the Policy, the Policyholder shall have an option to defer the survival/income benefit(s). Such unpaid cash survival/income benefits pay-outs will be accumulated monthly at a rate that is at least equal to the SBI Interest Rate on Savings Bank Deposit + 1.5%, as published by SBI on its website. This rate will be reviewed at the beginning of every month. The current SBI Interest Rate on Savings Bank Deposit is 2.70% for less than Rs 10 Cr and 3.00% for Rs 10 Cr & above. If the unpaid survival/income benefits are not taken by the policyholder, the same shall be payable along with benefit payable at the time of termination of the policy. This option can be availed under an inforce as well as paid-up policy. The policy holder can withdraw his accrued survival/income benefit pool partly/fully at any time during the Policy. The policy holder can choose to opt in or out of this feature at any time during the Policy.

**8. Loans:**

Policy loans will be available during the policy term subject to such terms and conditions laid down by the Company from time to time. Our current terms and conditions are stated below:

- The loan amount will be subject to a maximum of 80% of the surrender value.
- Before any benefits are paid out, loan outstanding together with the interest thereon will be deducted and the balance amount will be payable.
- For other than in-force and fully paid up policies, in case the outstanding loan amount including interest exceeds 90% of surrender value, the policy shall be foreclosed after giving intimation and reasonable opportunity to the policyholder to continue the policy.
- For inforce and fully paid up policy, the policy shall not be foreclosed on the ground of outstanding loan amount including interest exceeding the surrender value.
- Once the rate of interest is decided it shall not change for the entire Policy Term

The interest rate on loan shall be calculated as the Average Annualised 10-year benchmark G-Sec Yield (over last 6 months & rounded up to the nearest 50 bps) + 2%. The interest rate shall be reviewed half-yearly and any change in the interest rate shall be effective from 25th February and 25th August each year. In case upon review the interest rate is revised, the same shall apply until next revision. The source of 10-year benchmark G-Sec yield shall be RBI Negotiated Dealing System-Order Matching segment (NDS-OM). The current interest rate on loan is 9.50% p.a. To encourage entrepreneurship, reduced interest shall be offered to MSME owners as stated below:

- Female policyholder: interest rate shall be reduced by 2%
- Other than female policyholders: interest rate shall be reduced by 1.5%

**9. Free Look Cancellation**

In case the policyholder is not agreeable to any policy terms and conditions under this product, the policyholder shall have the option of returning the policy to us stating the reasons thereof, within 30 days from the date of receipt of the policy whether received electronically or otherwise., On receipt of the letter along with the original policy document (original Policy Document is not required for policies in dematerialised form or where policy is issued only in electronic form), the company shall refund the premium, subject to deduction of the proportionate risk premium for the period on cover, expenses incurred on medical examination of the proposer and stamp duty charges.

**10. Premium offset**

This feature gives the Policyholder an option to adjust the premium payable in the policy to the extent of benefits receivable or accrued, if any. The frequency and timing of such receivable benefit(s) must match that of premium payment under this option. If the benefit amount exceeds the premium payable under the policy, such excess shall be paid to the policyholder. However, if the benefit amount is not sufficient to offset the premium payable under the policy, then, the policyholder will be required to pay the balance premium to the company. The policy holder can choose to opt in or out of this feature at any time during the Policy Term.

**Part E**

**i. Additional Servicing Charges**

No additional servicing charges are applicable in this policy.

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**Part F**  
**(General Terms & Conditions)**

**1. Critical Illness (CI) covered under Waiver of Premium on Critical Illness (WOP CI)**

**1.1 Permanent Exclusions**

- Any Illness, sickness or disease other than those specified as Critical Illnesses under this Policy;
- 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 physician within 36 months prior to the effective date of the policy issuance or its reinstatement; or
  - b. For which medical advice or treatment was recommended by, or received from, a Physician within 36 months prior to the effective date of the policy issuance or its reinstatement
 Coverage under the policy after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by us.
- Any Critical Illness caused due to treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
- Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner,
- Any Critical Illness caused due to intentional self-injury, suicide or attempted suicide
- 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;
- 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.
- Congenital External Anomalies, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Insured;
- 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
- Participation by the Insured Person in any flying activity, except as a bona fide, fare paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- 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.
- 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.
- 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.
- Any Critical Illness caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
- Any Critical Illness caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
- Any Critical Illness caused due to surgical treatment of obesity that does not fulfil all the below conditions:
  - Surgery to be conducted is upon the advice of the Doctor
  - The Surgery / Procedure conducted should be supported by clinical protocols
  - The member has to be 18 years of age or older and
  - 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:
  - Obesity related cardiomyopathy
  - Coronary heart disease
  - Severe Sleep Apnea
  - Uncontrolled Type 2 Diabetes
- 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.
- Any Critical Illness caused by treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.
- In the event of the death of the Insured Person within the stipulated survival period as set out above.
- Any Critical Illness caused by sterility and infertility. This includes:
  - Any type of contraception, sterilization
  - Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
  - Gestational Surrogacy
  - Reversal of sterilization

### 1.2 Waiting Period

An initial waiting period of 90 days applies from the policy 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.

### 1.3 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 insured is alive (i.e., a claim would not be admitted if the diagnosis is made post-mortem).

## 2. Disabilities covered under Waiver of Premium on Total and Permanent Disability (WOP TPD)

### 2.1 Exclusions

TPD arising directly or indirectly from any of the following are specifically excluded:

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

- Pre-existing Disease means any condition, ailment, injury or disease / critical illness / disability:
  - a. That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issuance or its reinstatement; or
  - b. For which medical advice or treatment was recommended by, or received from, a Physician 36 months Prior to the effective date of the policy issuance or its reinstatementCoverage under the policy after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted.
- Any disability caused due to treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
- Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner.
- Any disability caused due to intentional self-injury, suicide or attempted suicide, whether the person is medically sane or insane.
- 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.
- Service in any military, air-force, naval, paramilitary or similar organization.

- 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.
- Working in underground mines, tunneling or involving electrical installations with high tension supply, or as race jockeys or circus personnel.
- Congenital External Anomalies, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Insured.
- 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.
- Participation by the Insured Person in any flying activity, except as a bona fide, fare paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- Any disability, caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy. Any disability due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.
- 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.
- 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.
- Any disability, caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
- 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 insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
- 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:
      - i. Obesity related cardiomyopathy
      - ii. Coronary heart disease
      - iii. Severe Sleep Apnea
      - iv. Uncontrolled Type 2 Diabetes despite optimal therapy
- 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.
- Any disability, caused by treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.
- In the event of the death of the Insured Person within the stipulated survival period as set out above.
- 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

## 2.2 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 for TPD benefit.

### **3. Juvenile Critical Illness Cover (CI Cover)**

#### **3.1 Permanent Exclusions**

We shall not be liable to make any payment under this Policy towards a covered Juvenile Critical Illness cover (CI Cover), caused by, based on, arising out of or howsoever attributable to any of the following:

1. Any Illness, sickness or disease other than those specified as Juvenile Critical Illnesses cover (CI Cover) under this Policy;
2. 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 physician within 36 months prior to the effective date of the policy issuance or its reinstatement; or
- b. For which medical advice or treatment was recommended by, or received from, a Physician within 36 months Prior to the effective date of the policy issuance or its reinstatement

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

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

3. Any Critical Illness caused due to treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
4. Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner,
5. Any Critical Illness caused due to intentional self-injury, suicide or attempted suicide
6. Any Critical Illness caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power;
7. Any Critical Illness caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
8. Congenital External Anomalies or any complications or conditions arising therefrom including any developmental conditions of the Insured;
9. Any Critical Illness caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, including but not limited to, para jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep sea diving
10. Participation by the Insured Person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
11. Any Critical Illness caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy. Any Critical Illness caused due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

12. Any Critical Illness caused by any unproven/ experimental treatment, service and supplies for or in connection with any treatment. Unproven/ experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
13. Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline that he/ she is licensed for.
14. Any Critical Illness caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
15. Any Critical Illness caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
16. Any Critical Illness caused due to surgical treatment of obesity that does not fulfil all the below conditions:
  - a. Surgery to be conducted is upon the advice of the 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:
      - i. Obesity related cardiomyopathy
      - ii. Coronary heart disease
      - iii. Severe Sleep Apnea
      - iv. Uncontrolled Type 2 Diabetes
17. Any Critical Illness caused due to treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reason.
18. Any Critical Illness caused by treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.
19. In the event of the death of the Insured Person within the stipulated survival period as set out above.
20. Any Critical Illness caused by sterility and infertility. This includes:
  - a. Any type of contraception, sterilization
  - b. Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
  - c. Gestational Surrogacy
  - d. Reversal of sterilization

### 3.2 Waiting Period

For all Juvenile Critical Illness Cover (CI Cover) Conditions, an initial waiting period of 90 days applies from the policy commencement date, or policy revival date, as the case may be. In case the insured event happens during this period, no benefit shall be payable. However, 100% of the premium paid will be refunded and all benefits will terminate.



No waiting period applies for Juvenile Critical Illness Cover (CI Cover) claims arising solely due to an Accident.

### 3.3 Survival Period

In respect of all the benefits payable due to Critical Illness, a 30-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.

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

## 4. Suicide Exclusions

In case of death of the life assured due to suicide within 12 months from the Risk Commencement Date or from the date of revival of the policy, as applicable, the nominee or beneficiary of the policyholder shall be entitled to at least 80% of the total premiums paid till the date of death or surrender value available as on the date of death, whichever is higher, provided the policy is in force.

## 5. Age Admitted

The Company has calculated the Premiums under the Policy on the basis of the age of the Life Assured as declared in the Proposal. In case you have not provided proof of age of the Life Assured with the Proposal, you will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938 as amended from time to time, we shall take one of the following actions:

(i) if the Correct Age makes the Life Assured ineligible for this Policy, we will offer you an alternative 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 (without interest) subject to the deduction of expenses incurred by the Company and the Policy will terminate on the said payment; or (ii) if the Correct Age makes the Life Assured eligible for the Policy, the revised Premium depending upon the Correct Age will be payable on the next Policy Anniversary date and the revised Premium will continue for the rest of the Premium Paying Term. The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.

## 6. Claim Procedure

(1) *Maturity Benefit* - The Maturity Benefit will be paid if

- (i) The Policy has matured and the Life Assured is alive on the Maturity Date,
- (ii) No claim has been made on the Policy, except any survival benefit, if any,
- (iii) The Policy has not been discontinued or surrendered or cancelled or terminated; and
- (iv) All relevant documents including the original Policy document in support of your claim have been provided to the Company.

Basic documentation for maturity claims:

- Original Policy document
- NEFT mandate / discharge voucher
- Bank Account Proof
- KYC documents

(2) *Death Benefit* - The Death Benefit will be paid if

- (i) The death of the Life Assured has occurred before the Maturity Date,
- (ii) The standard Policy provisions specified in Part F Clause 1 (Exclusions) and Clause 7 (Incorrect Information and Non-Disclosure) are not attracted,
- (iii) The Policy has not been discontinued or surrendered or cancelled or terminated; and
- (iv) All relevant documents in support of the claim have been provided to the Company.

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);
- 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 Post-mortem report attested by Hospital authority.

(3) The documents considered for processing a claim (For WOP CI or WOP TPD or Juvenile CI) are:

- a) KYC / Address Proof / Age proof / NEFT details
- b) Claim form
- c) Original Main Policy Document
- d) Any medical reports by the family physician/doctor relevant to Critical Illness or TPD or Juvenile CI

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.

Note:

- a. In case original documents are submitted, attestation on the document by authorities is not required.
  - b. Depending on the circumstances of the death, further documents may be called for as we deem fit.
- (v) 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.
- (vi) 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, where the delay is proved to be due to reasons beyond the control of the claimant.

**7. Assignment or Transfer**

The Policyholder can assign or transfer of a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 38 is enclosed in Annexure I for reference.

**8. Nomination**

The Policyholder can nominate a person/ persons in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 39 is enclosed in Annexure II for reference.

**9. Issuance of Duplicate Policy**

The Policyholder can request for a duplicate copy of the Policy at HDFC Life offices or through Certified Financial Consultant (Insurance Agent) who advised you while taking this Policy. While making an application for duplicate Policy the Policyholder is required to submit a notarized original indemnity bond on stamp paper. No additional charges shall be applicable for issuance of the duplicate Policy.

**10. Incorrect Information and Non-Disclosure**

Fraud and misrepresentation would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. Simplified version of the provisions of Section 45 is enclosed in Annexure III for reference.

#### **11. Policy on the life of a Minor**

Where the Policy has been taken for the benefit of the Life Assured who is a minor, the Policy shall automatically vest to the Life Assured on his attaining majority.

#### **12. Taxes**

(1) **Indirect Taxes**

Taxes and levies shall be levied as applicable. Any taxes and levies becoming applicable in future may become payable by you by any method including by levy of an additional monetary amount in addition to premium and or charges.

(2) **Direct Taxes**

Tax, if any will be deducted at the applicable rate from the payments made under the Policy, as per the provisions of the Income Tax Act, 1961 as amended from time to time.

#### **13. Modification, Amendment, Re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars etc. thereunder**

(1) This Policy is subject to

- (i) The Insurance Act 1938, as amended from time to time,
- (ii) Amendments, modifications (including re-enactment) as may be made from time to time, and
- (iii) Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc as may be introduced thereunder from time to time.

(2) We reserve the right to change any of these Policy Provisions / terms and conditions in accordance with changes in applicable Regulations or Laws, and where required, with IRDAI's approval.

(3) We are required to obtain prior approval from the IRDAI before making any material changes to these provisions, except for changes of regulatory / statutory nature.

(4) We reserve the right to require submission by you of such documents and proof at all life stages of the Policy as may be necessary to meet the requirements under Anti- money Laundering/Know Your Customer norms and as may be laid down by IRDAI and other regulators from time to time.

#### **14. Jurisdiction:**

This Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.

#### **15. Notices**

Any notice, direction or instruction given to us, under the Policy, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to:

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

Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

E-mail: service@hdfclife.com

Or any of our HDFC Life Branches and such other address as may be informed by us.

Similarly, any notice, direction or instruction to be given by us, under the Policy, shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Company.

You are requested to communicate any change in address, to the Company supported by the required address proofs to enable the Company to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that correspondences from the Company are correctly addressed to the Policyholder at the latest updated address.



## Part G

### Grievance Redressal Mechanism

#### 1. Complaint Resolution Process

- i. The customer can contact us at any of our touchpoints or write to us at the below mentioned address in case of any complaint/ grievance:  
Grievance Redressal Officer  
HDFC Life Insurance Company Limited  
11th Floor, Lodha Excelus, Apollo Mills Compound,  
N. M. Joshi Marg, Mahalaxmi, Mumbai, Maharashtra - 400011  
Helpline number: 022-68446530 (Call Charges apply) | NRI Helpline number +91 89166 94100 (Call Charges apply)  
E-mail: [service@hdfclife.com](mailto:service@hdfclife.com) | [nriservice@hdfclife.com](mailto:nriservice@hdfclife.com) (For NRI customers only)
- ii. All grievances (Service and sales) received by the Company will be responded to within the prescribed regulatory Turn Around Time (TAT) of 14 days.
- iii. Written request or email from the registered email id is mandatory.
- iv. If required, we will investigate the complaints by taking inputs from the customer over the telephone or through personal meetings.
- v. We will issue an acknowledgement to the customer immediately on receipt of the complaint.
- vi. The acknowledgement that is sent to the customer has the details of the complaint number, the Policy number and the Grievance Redressal department who will be handling the complaint of the customer.
- (vii) If the customer's complaint is addressed before the acknowledgement, the resolution communication will also act as the acknowledgment of the complaint.
- (viii) The final letter of resolution will offer redressal or rejection of the complaint along with the appropriate reason for the same.
- (ix) In case the customer is not satisfied with the decision sent to him or her, he or she may contact our Grievance Redressal Officer within 8 weeks of the receipt of the communication at any of the touch points mentioned in the document, failing which, we will consider the complaint to be satisfactorily resolved.
- x. The following is the escalation matrix in case there is no response within the prescribed timelines or if you are not satisfied with the response. The number of days specified in the below- mentioned escalation matrix will be applicable from the date of escalation.

Level	Designation	Response Time	Email ID	Address
1st Level	Chief Manager or above Customer Relations	10 working days	<a href="mailto:escalation1@hdfclife.in">escalation1@hdfclife.in</a>	11 <sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound, N M Joshi Marg, Mahalakshmi, Mumbai 400011
2nd Level (for response not received from Level 1)	VP or above - Customer Relations-	7 working days	<a href="mailto:escalation2@hdfclife.in">escalation2@hdfclife.in</a>	

You are requested to follow the aforementioned matrix to receive satisfactory response from us.

- (xi) If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of IRDAI on the following contact details:
  - IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255/ 18004254732
  - Email ID: [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)
  - Online- You can register your complaint online at <http://www.bimabharosa.irdai.gov.in/>
  - Address for communication for complaints by fax/paper:  
General Manager  
Insurance Regulatory and Development Authority of India (IRDAI)  
Sy No. 115/1, Financial District,

Nanakramguda, Gachibowli,  
Hyderabad – 500 032,

2. In the event you are dissatisfied with the response provided by us, you may approach the Insurance Ombudsman in your region. The details of the existing offices of the Insurance Ombudsman are provided at <https://www.cioins.co.in/Ombudsman>.

#### A. Details and addresses of Insurance Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BHOPAL	Office of the Insurance Ombudsman, 1st floor, "JeevanShikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
BHUBANESWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneswar – 751 009. Tel.: 0674 - 2596461 /2596455 /2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
CHANDIGARH	Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A,Chandigarh – 160 017. Tel.: 0172 - 2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh& Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453,	Tamil Nadu, PuducherryTown and

	Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 46013992/23213504/23232481  Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat&Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom ,, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building,  Opp to Maharaja's College, M.G.Road,  Kochi - 682 011.  Tel.: 0484 – 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.

	Tel.: 033 – 22124339/ 22124341 Email: oio.kolkata@cioins.co.in	
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 –69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, GautamBuddhnagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor,	State of Goa and State of Maharashtra excluding areas of

	C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
Thane	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.

**b. Insurance Ombudsman-**

- 1) The Ombudsman shall receive and consider complaints alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds—
  - (a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
  - (b) any partial or total repudiation of claims by the life insurer, general insurer or the health insurer;
  - (c) disputes over Premium paid or payable in terms of insurance Policy;
  - (d) misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
  - (e) legal construction of insurance policies in so far as the dispute relates to claim;
  - (f) Policy servicing related grievances against insurers and their agents and intermediaries;
  - (g) issuance of life insurance Policy, general insurance Policy including health insurance Policy which is not in conformity with the proposal form submitted by the proposer;
  - (h) non-issuance of insurance Policy after receipt of Premium in life insurance and general insurance including health insurance; and
  - (i) any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, insofar as such matter relates to issues referred to in clauses (a) to (h).

**c. Manner in which complaint is to be made -**

- 1) Any person who has a grievance against an insurer or insurance broker, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer or the insurance broker, as the case may be, complained against or the residential address or place of residence of the complainant is located.
- 2) The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen, by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
- 3) No complaint to the Insurance Ombudsman shall lie unless—
  - (a) the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned to the insurer or insurance broker, as the case may be, named in the complaint and—
    - i. either the insurer or insurance broker, as the case may be, had rejected the complaint; or
    - ii. the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be, received his representation; or
    - iii. the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be;
  - (b) The complaint is made within one year—
    - i. after the order of the insurer or insurance broker, as the case may be, rejecting the representation is received; or
    - ii. after receipt of decision of the insurer or insurance broker, as the case may be, which is not to the satisfaction of the complainant;

- iii. after expiry of a period of one month from the date of sending the written representation to the insurer or insurance broker, as the case may be, if the insurer named fails to furnish reply to the complainant.
- 4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer or insurance broker, as the case may be, against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
  - 5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.
  - 6) The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14 of Insurance Ombudsman Rules, 2017.

**d. Implementation of Ombudsman Award:**

The Insurer is required to comply with the award of the Insurance Ombudsman within 30 days of receipt of award by the Insurer. In case the Insurer does not honour the ombudsman award, a penalty of Rs. 5000/- per day shall be payable to the complainant. Such penalty is in addition to the penal interest liable to be paid by the Insurer under the Insurance Ombudsman Rules, 2017. This provision will not be applicable in case insurer chooses to appeal against the award of the Insurance Ombudsman.



## 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.

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



## Annexure II

### Section 39 - Nomination by policyholder

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

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

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SAMPLE

### Annexure III

#### Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended 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 assured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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