# Ever realized how a small additional premium can save a major crisis?





**HDFCLife Critical Illness Rider** 



# **HDFCLife Critical Illness Rider**

In these days of increasing stress, good health is a major concern for all of us. With the fast-paced life, the chance of anyone contracting a major illness like heart attack or cancer etc. has increased. Thankfully with medical advancement the chances of surviving from it are high but so are the costs of such treatments. These major illnesses affect the family emotionally as well as financially. While we may not be able to predict or prevent these diseases from occurring but we can certainly protect against it by investing in a comprehensive critical illness cover.

HDFC Life presents the HDFC Life Critical Illness Rider (hereinafter 'CI Rider') available in 2 options; Option A: covering the 4 major Critical Illnesses and Option B: - covering 25 major Critical Illnesses. This rider pays out a one-time lump sum benefit in case you are diagnosed with any of the covered Critical Illnesses as per the terms specified in the Definitions and Exclusions Annexure. This lump sum amount can help you tide over your immediate medical expenses or maintain your life style in case your regular income source is disturbed.

### WHAT ARE THE KEY FEATURES OF THE CIRIDER?

- Lump sum payment of rider sum assured on diagnosis of any of the covered Critical Illness.
- You can choose from 2 options:
   Option A which covers 4 Critical illnesses or Option B which covers 25 Critical illnesses.

### **HOW DOES THIS PLAN WORK?**

Critical Illness cover is available as a rider, which means that you can add this benefit to any of your existing eligible HDFC Life plans (base policy) or include this benefit whenever you are buying a base policy. In order to continue your CI benefit, you will need to pay due premium along with the premium of the base policy to which this rider is attached. You can opt for any one of the available two rider options. The rider premium rates are fixed for five years. The premium rates may be reviewed and changed after the above mentioned period, post IRDAI approval.

If you do not want to continue the CI benefit, you can stop paying just the rider premium while continuing your base policy benefit as it is. However, once the rider is discontinued it cannot be reinstated. The rider cannot be continued without the base policy.

In the unfortunate event of diagnosis of any of the covered Critical illnesses in this policy, a lump sum amount equal to the rider sum assured is paid subject to the policy terms. The CI benefit will end thereafter and no further rider premiums need to be paid. The benefits under the base policy remain intact and will continue as per terms of the base policy.

### WHAT BENEFITS ARE AVAILABLE UNDER THIS PLAN?

**CI Benefit:** In the unfortunate occurrence and diagnosis of any of the covered critical illnesses the rider sum assured is paid. This plan is available in two options as mentioned below:

**Option A:** covering against 4 major Critical Illnesses as below:

- 1) Cancer of Specified Severity
- 2) First Heart Attack of specified severity
- 3) Stroke resulting in Permanent Symptoms
- 4) Open Chest Coronary Artery Bypass Graft (CABG)

**Option B:** covering against 25 major Critical Illnesses as below:

1. Cancer of Specified Severity	14. Motor Neurone Disease with Permanent Symptoms
2. First Heart Attack - of specified severity	15. Multiple Scelerosis with Persisting Symptoms
3. Stroke resulting in Permanent Symptoms	16. Aplastic Anaemia
4. Open Chest Coronary Artery Bypass graft	17. End Stage Lever Disease
5. Kidney Failure Requiring Regular Dialysis	18. Chronic lung disease
6. Major Organ/ Bone Marrow Transplant	19. Alzeihmer Disease
7. Benign Brain Tumour	20. Parkinson's disease
8. Permanent Paralysis of Limbs	21. Loss of speech
9. Coma of Specified Severity	22. Major Head Trauma
10. Total Blindness	23. Primary Pulmonary Hypertension
11. Major Burns	24. Systemic Lupus Erythematosus with Lupus Nephritis
12. Heart Valve Surgery	25. Apallic Syndrome
13. Surgery of Aorta	

For the exact definitions and exclusions please refer to the Definitions and Exclusions Annexure.

The Lump Sum amount is payable only once on the diagnosis of any one of the covered Critical Illnesses. Upon such payment the Rider shall automatically stand terminated.

**Maturity/Surrender:** This plan offers pure protection benefit and does not offer any maturity surrender benefits/paid up benefits.

# **HOW DOES THIS PLAN WORK?**

Minimum / Maximum Age at Entry	18 years / 65 years age last birthday
CI Benefit Ceasing Age	70 years
Minimum Sum Assured	₹50000
Minimum Sum Assured	Lower of, ■ ₹ 25 lakhs or ■ Sum Assured of the base policy
Rider Term (minimum/maximum)**	5 years - 40 years
Premium Payment Terms**	Regular Pay
Premium Payment Modes	Same as that of the base policy

<sup>\*\*</sup>If the rider is attached at inception of the base policy, the premium paying term and the policy term of the rider has to be equal to the premium paying term of the base policy. If the rider is attached at any policy anniversary, the premium paying term and the policy term of the rider has to be equal to the outstanding premium paying term of the base policy. The rider cover will terminate after the end of the premium payment term of the base plan.

The premium rates of this rider are guaranteed for five years and can be reviewed post IRDAI approval.

# **MODAL FACTOR**

You may choose to pay your premiums annually or by the monthly mode. The premium payment mode will be the same as that of the Base Policy.

Following factors are applied to premium for different premium paying modes.

Frequency (mode)	Modal factor
Monthly	1
Quarterly	2.895
Half-Yearly	5.61
Yearly	10.86

For monthly mode: 3 Monthly premiums to be collected on the date of commencement of the policy. We will ensure compliance with respect to the Section 15 of the "Clarifications on IRDAI (Non-Linked products) Regulations, 2013" circular or any other regulation applicable from time to time.

### OTHER IMPORTANT POINTS TO KNOW

### **About Taxes**

This rider entitles you to certain tax advantages as mentioned below:

- U/s 80D of the Income Tax Act 1961 on your rider premiums
- U/s 10(10D) of the Income Tax Act 1961 on your lump sum payouts

Please note that tax benefits are subject to changes in Tax Laws and we would urge you to consult your tax advisor for specific tax related advice before investing.

GST will be charged additionally.

### Free Look Period

You have a period of 15 days from the date of receipt of the rider policy document to review the terms and conditions of the rider. If you have any objections to any of the terms and conditions, you have the option to return the rider policy stating the reasons for the objections and you will be entitled to a refund of the rider premium paid after deducting any expenses incurred on medical examination and Stamp Duty charges (if applicable) and proportionate risk premium for the period of cover. In case the policy is sourced through Distance Marketing# the free look period is 30 days from the receipt of the policy document.

\*Distance marketing includes solicitation through all modes other than in person.

### **Grace Period**

The grace period allowed for payment of premium under this Rider shall be the same as the grace period mentioned under the Base Policy. The rider coverage continues during the grace period and shall terminate automatically at the end of the grace period if the premium is not paid. If the grace period of the base policy is 15 days, the rider cover will cease after the grace period; however it will be considered for renewal without underwriting till 30 days from the due date of premium.

### **Premiums**

The Premiums payable for the Rider shall be determined based on the Sum Assured opted by the Policyholder under this Rider. If the Rider Premium is discontinued at any point in time, the Rider and the Benefits under it shall automatically terminate.

### Reinstatement of Riders

Revival and Reinstatement of the Rider can only be done along with the Revival and Reinstatement of the base policy subject to the fulfillment of conditions in the base policy and under this Rider. The rider can be withdrawn by the policyholder by giving a notice to the company in writing. Once the rider is withdrawn, it cannot be reattached.

# **Waiting and Survival Period**

The Critical Illness benefit can only be claimed if the illness is diagnosed after the completion of the waiting period of 90 days from the Rider Risk Commencement date or from the date of reinstatement whichever is later and the Life Assured survives the diagnosed Critical illness for a period of 30 days (Survival Period) from the date of diagnosis.

# **Assignment:**

Assignment should be in accordance with provisions of sec 38 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure - (1) for reference]

### Nomination:

Nomination should be in accordance with provisions of sec 39 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure - (2) for reference]

### **RISK FACTORS**

- a) HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life Critical Illness Rider is only the name of the rider and does not in any way indicate the quality of the product, its future prospects or returns.
- b) The purpose of this brochure is only to provide a general overview about this rider policy. The information herein is indicative of the terms, conditions, warranties and exceptions contained in the policy terms and conditions of HDFC Life Critical Illness Rider. Please refer to the Critical Illness Rider Policy terms and conditions to understand in detail the associated risks, benefits etc.
- c) In the event of any inconsistency/ambiguity between the terms contained herein and the Critical Illness Rider Policy terms and conditions, the Critical Illness Rider Policy terms and conditions shall prevail.

### **SECTION 41: PROHIBITION OF REBATE**

Under the provisions of Section 41 of the Insurance Act, 1938

- (1) (1)No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:
- (2) Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakh rupees.

### Fraud, Misrepresentation and forfeiture:

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure - (3) for reference]

### **DEFINITIONS & EXCLUSIONS ANNEXURE**

### Definitions of Critical Illnesses

The definitions of the specified critical illness conditions are;

# I. Cancer of Specified Severity:

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

### The following are excluded:

- i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN -1, CIN 2 and CIN 3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2NOMO
- v. All Thyroid cancers histologically classified as T1NOMO (TNM Classification) or below;
- vi. Chronic lymphocytic leukemia less than RAI stage 3.
- vii. Non-invasive papillary cancer of the bladder histologically described as TaNOMO or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1NOMO (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

# II. First Heart Attack- Of Specified Severity:

The first occurrence of 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 this will be evidenced by all of the following criteria:

- i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- ii. new characteristic electrocardiogram changes
- iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

# The following are not covered:

- a. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
- b. Other acute Coronary Syndromes
- c. Any type of angina pectoris.

### III. 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 op

# IV. Open Chest Coronary Artery Bypass Surgery (CABG):

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

### The following are excluded:

- a. Angioplasty and/or any other intra-arterial procedures
- b. Any key-hole or laser surgery.

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

# VI. Major Organ/ Bone Marrow Transplant:

The actual undergoing of a transplant of:

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

# The following are excluded:

- a. Other stem-cell transplants.
- b. Where only islets of langerhans are transplanted.

# VII. Benign Brain Tumour:

A benign tumour in the brain where all of the following conditions are met:

- i. It is life threatening;
- ii. It has caused damage to the brain;
- iii. It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and
- iv. Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.

### The following are excluded:

- a. Cysts;
- b. Granulomas:
- c. Vascular malformations:
- d. Haematomas: and
- e. Tumours of the pituitary gland or spinal cord
- f. Tumors of acoustic nerve (acoustic neurone)

### VIII. 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.

# IX. 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:

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

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

### X. Total Blindness:

Total, permanent and irreversible loss of all vision (visual acuity of less than 6/60 in the better eye even with the use of visual aids) in both eyes as a result of illness or accident. This diagnosis must be confirmed by a Consultant Ophthalmologist. The blindness must not be correctable by aides or surgical procedures.

To establish permanent loss of vision, total loss of vision should normally need to have persisted for at least six consecutive months.

# XI. Major Burns:

Third degree (full thickness of the skin) burns covering at least 20% of the surface of the life assured's body. The condition (diagnosis and the total area involved using standardized, clinically accepted, body surface area charts) must be confirmed by a consultant physician acceptable to the Company.

### Exclusion

a. Burns arising due to self infliction.

# XII. Open Heart Replacement or Repair of Heart Valves:

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

# XIII. Surgery of Aorta:

The actual undergoing of surgery via thoracotomy or laparotomy for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.

The term "aorta" means the thoracic and abdominal aorta but not its branches.

### **Exclusion**

a. Stent-grafting.

# XIV. Motor Neurone disease with Permanent Symptoms:

Motor neurone 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.

# XV. Multiple sclerosis with Persisting Symptoms:

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

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

### **Exclusions**

a. Neurological damage due to SLE is excluded.

# XVI. Aplastic Anemia:

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

- Repeated blood transfusions;
- ii. Marrow stimulating agents;
- iii. Immunosuppressive agents; or
- iv. Bone marrow transplant

The diagnosis of irreversible aplastic anemia must be confirmed by a Hematologist acceptable to the Company. Two out of the following three values must be present:

- 1. Absolute neutrophil count of 500 per cubic millimeter or less;
- 2. Reticulocyte count of 20,000 per cubic millimeter or less;
- 3. Platelet count of 20,000 per cubic millimeter or less.

### Exclusion

Temporary or reversible aplastic anemia is excluded and not covered in this Policy.

# XVII. End Stage Liver Disease:

End Stage Liver Disease means chronic end stage liver failure evidenced by at least three of the following:

- i. Uncontrollable Ascites
- ii. Permanent Jaundice
- iii. Oesophageal or Gastric Varices and Portal Hypertension
- iv. Hepatic Encephalopathy.

### Exclusion

Liver disease arising out of or secondary to alcohol or drug abuse.

# XVIII. Chronic Lung Disease:

End Stage Lung Disease, causing chronic respiratory failure including Chronic Interstitial Lung Disease. The following criteria must be met:

- i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- iii. Arterial blood gas analyses with partial oxygen pressures of 55mmHG or less (PaO2 < 55mmHg); and
- iv. Dyspnea at rest. This diagnosis must be confirmed by a Consultant Pulmonologist acceptable to the Company.

### XIX. Alzheimer's Disease

Progressive and permanent deterioration of memory or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer s disease resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured. This diagnosis must be supported by the clinical confirmation of an appropriate consultant neurologist and supported by the Company's appointed doctor. This condition shall be medically document for continuous period of at least 3 (three) months.

### Exclusion

- a. Non-organic diseases such as neurosis and psychiatric illnesses; and
- b. Alcohol related brain damage.
- c. Any other type of irreversible organic disorder / dementia.

### XX. Parkinson's Disease

The unequivocal diagnosis of primary idiopathic Parkinson's disease (all other forms of Parkinsonism are excluded) made by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

- i. The disease cannot be controlled with medication:
- ii. Objective sign of progressive impairment; and
- iii. There is an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following "Activities of Daily Living" for a continuous period of at least 3 months.

# The Activities of Daily Living are:

- 1. 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;
- 2. **Dressing:** the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- 3. **Transferring:** the ability to move from a bed to an upright chair or wheelchair and vice versa;

- 4. Mobility: the ability to move indoors from room to room on level surfaces;
- 5. **Toileting:** the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- 6. Feeding: the ability to feed oneself once food has been prepared and made available

### **Exclusion**

a. Drug-induced or toxic causes of Parkinsonism.

### XXI. 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.

No benefit will be payable if, in general medical opinion, a device, or implant could result in the partial or total restoration of speech.

### XXII. Major Head Trauma

Major trauma to head causing permanent neurological deficit resulting in the inability to perform (whether aided or unaided) 3 (three) or more Activities of Daily Living. This condition shall be assessed no sooner than 6(six) weeks from date of accident.

# The Activities of Daily Living are:

- 1. **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;
- 2. **Dressing:** the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- 3. **Transferring:** the ability to move from a bed to an upright chair or wheelchair and vice versa;
- 4. Mobility: the ability to move indoors from room to room on level surfaces;
- 5. **Toileting:** the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- $\textbf{6. Feeding:} \ the \ ability \ to \ feed \ oneself \ once \ food \ has \ been \ prepared \ and \ made \ available.$

This diagnosis must be confirmed by a consultant neurologist and supported by unequivocal findings on MRI CT Scan, or other reliable imaging techniques. The head injury must be caused solely and directly by accidental, violent, external and visible means and independent of all other causes.

### Exclusion

- a. Spinal cord injury; and
- b. Brain dysfunction due to any other causes other than accident.

# XXIII. Primary Pulmonary Hypertension

Primary Pulmonary Hypertension with substantial right ventricular enlargement confirmed by investigations including cardiac catheterization, resulting in permanent physical impairment of at least Class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment. The diagnosis of primary pulmonary hypertension needs to be made by a cardiologist or a Specialist in respiratory medicine and needs to be supported by data provided at cardiac catherisation.

The diagnosis must be supported by all three (3) of the following criteria:

- 1. Mean pulmonary artery pressure > 40 mmHg; and
- 2. Pulmonary vascular resistance > 3 mmHg / L / min; and
- 3. Normal pulmonary wedge pressure < 15 mmHg. New York Heart Classification:

Class I: Patients with cardiac disease but without resulting limitation of physical activity. Ordinary physical activity does not cause undue fatigue, palpitation, dyspnea or angina pain.

Class II: Patients with cardiac disease results in slight limitation of physical activity. They are comfortable at rest. Ordinary physical activity results in fatigue, palpitation, dyspnea or angina pain.

Class III: Patients with cardiac disease resulting in marked limitation of physical activity. They are comfortable at rest. Less than ordinary activity causes fatigue, palpitation, dyspnea or anginal pain.

Class IV: Patients with cardiac disease resulting in inability to carry on any physical activity without discomfort. Symptoms of heart failure or the angina syndrome may be present even at rest. If any physical activity is undertaken, discomfort increases.

### Exclusion

- a. Pulmonary hypertension associated with lung disease.
- b. Chronic hypoventilation
- c. Pulmonary thromboembolic disease
- d. Diseases of the left side of the heart
- e. Congenital heart disease.

# XXIV. Systemic Lupus Erythematosus with Lupus Nephritis

A mutil-system, mutilifactorial, autoimmune disease characterized by the development of auto-antibodies directed against various self- antigens. In respect of this Contract, 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 certified doctor specializing in Rheumatology and Immunology. There must be positive antinuclear antibody test.

### Exclusion

Other forms, discoid lupus, and those forms with only hematological and joint involvement.

# WHO Classification of Lupus Nephritis:

Class I: Minimal change Lupus Glomerulonephritis- Negative, normal urine.

Class II: Messangial Lupus Glomerulonephritis- Moderate Proteinuria, active sediment

Class III: Focal Segmental Proliferative Lupus Glomerulonephritis- Proteinuria, active sediment.

Class IV: Diffuse Proliferative Lupus Glomerulonephritis- Acute nephritis with active sediment and / or nephritic syndrome.

 ${\it Class V: Membranous \ Lupus \ Glomerulone phritis-Nephrotic \ Syndrome \ or \ severe \ proteinuria.}$ 

### XXV. Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem remaining intact. Diagnosis must be confirmed by a Neurologist and condition must be documented for at least one month with no hope of recovery.

### **General Exclusions of Critical Illness**

The Critical Illness Benefit shall not be payable under this Rider if any of the Critical Illness mentioned above was caused directly or indirectly as a result of any of the following:

- 1. "Pre-existing Diseases", which means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician within 48 months prior to the effective date of policy issued by the Company or its Reinstatement or
  - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of policy issued by the Company or its Reinstatement.
- 2. Failure to seek or follow or pursue medical advice, the Life Insured has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this Rider.
- 3. Living abroad (living outside India for more than 13 consecutive weeks in any 12 months). This exclusion does not apply if the Life Insured is medically examined and/or has undergone tests in India after the occurrence of the event, and is available for medical examination or other reasonable tests in India to confirm the occurrence of an Insured Event.
- 4. War or hostilities, terrorist attacks (whether war is declared or not).
- 5. Civil war, rebellion, revolution, civil unrest or riot.
- 6. Participation in any armed force or peace keeping activities.
- 7. An act of any person acting on their own or on behalf of or in connection with any group or organization to influence by force any group, corporation or government by terrorism, kidnapping or attempted kidnapping, attack, assault, or any other violent means with criminal intent.
- 8. Attempted Suicide or intentional self-inflicted act.
- 9. Drug Abuse: Alcohol or solvent, substance abuse, or taking of drugs except under the direction of a registered medical practitioner.
- 10. Disease in the presence of an HIV infection/AIDS.
- 11. Nuclear fusion, nuclear fission, nuclear waste, nuclear contamination or any radioactive or ionising radiation or any accident or contamination resulting from the same.
- 12. Participation of the Life assured in an illegal or criminal act.
- 13. Injuries or diseases arising from professional sports, racing of any kind,; scuba-diving, aerial flights (including bungee-jumping, hang-gliding,, ballooning, parachuting and skydiving) other than as a crew member or as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous activities or sports unless agreed by special endorsement prior to the issuance of the rider.

### Contact us today



**To buy: 1800-266-9777** (Toll free) (All Days, from 9am to 9pm)



Visit us at www.hdfclife.com



HDFC Life Insurance Company Limited ("HDFC Life"). CIN: L65110MH2000PLC128245, IRDAI Registration No. 101.

Registered Office: 13th Floor, Lodha Excelus, Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

Email: service@hdfclife.com, Tel. No: 1860 267 9999 (Mon-Sat 10 am to 7 pm) Local charges apply. Do NOT prefix any country code. e.g. +91 or 00. Website: www.hdfclife.com The name/letters "HDFC" in the name/logo of the company belongs to Housing Development Finance Corporation Limited ("HDFC Limited") and is used by HDFC Life under an agreement entered into with HDFC Limited.

HDFC Life Critical Illness Rider (UIN: 101B018V01). For more details on risk factors, terms & conditions please read the sales brochure of products carefully before concluding a sale. Goods & Services Tax (GST) shall be levied as per prevailing tax laws which are subject to change from time to time. ARN: MC/09/22/29129.

### BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS

• IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums.

Public receiving such phone calls are requested to lodge a police complaint.

# **ANNEXURE - (1)**

### Section 38 - Assignment and Transfer of Insurance Policies:

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. 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 of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that

- the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
- ii. the insured surviving the term of the policy

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

- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 38 of the Insurance Act, 1938, as amended from time to time for complete and accurate details.]

### **ANNEXURE - (2)**

# Section 39 - Nomination by policyholder:

Nomination of a life insurance policy should be in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. 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) Ordinance, 2014 (i.e 26.12.2014).
- 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 (Ordinance) 2014, 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.

[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 39 of the Insurance Act, 1938, as amended from time to time for complete and accurate details.

# **ANNEXURE - (3)**

# 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 from time to time. The extant provisions in this regard are as follows:

- 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy whichever is later.
- 2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

- 3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
- 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or
  - suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
- 9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 45 of the Insurance Act, 1938, as amended from time to time for complete and accurate details.]