

## Exide Life Group Illness Rider (UIN: 114B010V01)

### Terms and Conditions

#### PART B: Important Terms and Definitions

##### B1. Definitions

In this Rider, unless the context requires otherwise, the following words and expressions shall have the meaning ascribed to them respectively herein below:

1. **"Accident"** shall mean a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **"Age"** shall be age as on last birthday on the date of commencement of risk of the Insured Members and/or as per Policy Schedule.
3. **"Base Policy"** shall refer to the Policy to which the Rider is attached.
4. **"Benefits"** shall refer to the benefits set out in Clause C under this Rider.
5. **"Claimant"** shall mean Life Assured or the Policyholder or the legal heirs of the Life Assured as the case may be.
6. **"Company"** shall mean Exide Life Insurance Company Limited.
7. **"Congenital Condition"** means any abnormality (internal or external) which was present at birth and is diagnosed at any stage in the life of Insured Member covered under this Policy.
8. **"Critical Illness"** shall mean those illnesses that are defined in **Annexure –II** attached to this Rider Policy document.
9. **"Date of Diagnosis"** is the date on which the Specialist first certifies the Diagnosis of any of the Critical Illness and/or Terminal Illness based on confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence.
10. **"Diagnosis"** means the certified diagnosis of Critical Illness and/or Terminal Illness of the Insured Member in a Hospital or by a Specialist during the period when the Rider is in Force and certified by an independent practicing medical consultant specializing in the relevant field of medicine and acceptable to the insurance company.
11. **"Effective Date"** refers to the Date of Risk Commencement or Risk Commencement Date as specified in the Base Policy Schedule, or the date on which the Rider is incorporated and as mentioned in the Rider Endorsement Letter or the Endorsement on Addition of Rider or the date of reinstatement, whichever is the latest.
12. **"Eligible Person"** means the Policyholder as specified in the Policy Schedule.
13. **"Hospital"** means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
  - a. Has qualified nursing staff under its employment round the clock;

- b. Has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
  - c. Has qualified medical practitioner(s) in charge round the clock;
  - d. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - e. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
14. **"Illness"** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
15. **"Insured Event"** means diagnosis of any of the Critical Illness as mentioned under the 'Annexure II' and/or Terminal Illness.
16. **"Insured Members"** shall mean an Active member as mentioned in the Policy Schedule and who is accepted by the Company and on whom the Coverage under this Policy continues on the date of the Insured Event.
17. **"Life Assured"** means Insured Member on whose life the insurance cover is effected in terms of this Policy.
18. **"Master Policy Holder"** or **"Policyholder"** is the trustee or employer or sponsor as mentioned in the proposal form and referred to under the Base Policy Schedule and who is also the group administrator and whose members are insured under the Base Policy.
19. **"Medical Practitioner"** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license and is not a relative of the Master Policy Holder/Insured Members.
20. **"Policy Year"** means a period of twelve (12) consecutive months starting with the Policy Commencement Date as mentioned in the Policy Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period.
21. **"Policy Schedule"** means the schedule issued by the Company mentioning the Rider details (if any) and forms part of the Policy.
22. **"Pre-existing condition"** means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment within 48 months to prior to the first policy issued by the insurer.
23. **"Date of Risk Commencement"** or **"Risk Commencement Date"** means the date as specified in the Base Policy Schedule or/and date on which the Insured Member was enrolled in this Policy (whichever is later).
24. **"Regulations"** mean the laws and Regulations in effect 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. The applicable Regulation shall form a part and parcel of the terms and conditions, and the terms and conditions shall be read along with the Regulation.
25. **"Rider"** means this Exide Life Group Illness Rider Policy (which refers to the Critical Illness and/or Terminal Illness Rider) or any other Rider as mentioned in the Policy Schedule.
26. **"Rider Benefits"** means the amount of Benefit payable on a specified event offered under the Rider and is allowed as add-on benefit to main benefit and is mentioned in the Rider Policy.
27. **"Rider Benefit Expiry Age"** is as stated in the Policy Schedule.

28. **"Rider Cover Cessation Date"** is as stated in the Policy Schedule or the Date on which the Insured Member ceases to be an active member or the Date on which the first claim is admitted/repudiated under this Rider.
29. **"Specialist"** means a registered medical practitioner in Allopathy, who possesses recognized specialist qualification to practice in the relevant medical field and whose name appears in the specialists' registry of the Indian Medical Council or the medical council of the appropriate country, as the case may be but excludes Master Policy Holder/Insured Members of the Base Policy or any relative of the Master Policy Holder/Insured Members.
30. **"Terminal Illness"** is defined as an advanced or rapidly progressing incurable and uncorrectable medical condition, which in the opinion of consulting physician and an independent physician appointed by the insurance company will lead to death within the next six months. AIDS is specifically excluded and not covered under this definition.
31. **"Waiting Period"** is a period of the first 30 or 90 days (depending on the Critical Illness diagnosed) from the Risk Commencement Date of an Insured Member.

For following Critical Illnesses the Waiting Period is 90 days:

- I. Cancer of Specified Severity
- II. First Heart Attack of Specified Severity
- III. Open Chest Coronary Artery Bypass graft
- IV. Stroke Resulting in Permanent Symptoms

For other Critical Illnesses the Waiting Period is 30 days.

In case the Rider is purchased afresh (for the first time) or renewed (with break) the Waiting Period will start from the Risk Commencement Date. In cases where the Rider is purchased from Us or any other insurer is renewed (without break) the following conditions shall be applicable:

- I. For New Insured Members Waiting Period will start from the Risk Commencement Date
- II. For Insured Members who partially completed their Waiting Period (as applicable in this product) in the previous year, remaining Waiting Period will be applicable
- III. Waiting Period will not be applicable for Insured Members who completed their Waiting Period (as applicable in this product) in previous year(s)

32. **"We", "Us", "Our" and "Company"** refers to Exide Life Insurance Company Limited.
33. **"You" and "Your"** refers to the Master Policyholder named in the Policy Schedule.

## **PART C: Product Core Benefits**

### **BENEFITS PAYABLE UNDER THIS RIDER**

Exide Life Group Illness Riders (which refers to the Critical Illness and/or Terminal Illness Rider) is the name of a Rider of the Company. Both the options of the Rider can be attached simultaneously to Group Term Life Policies and/or any other policies as decided by the Company from time to time with the approval of the IRDAI.

#### **C1. Option A: - Critical Illness Benefit**

On first ever diagnosis of any one of the eligible Critical Illness Riders (either from Option A1:- 4 (Four) Critical Illnesses, Option A2:- 10 (ten) Critical Illnesses, Option A3:- 25 (twenty five) Critical Illnesses as detailed in Annexure II, after the Date of Risk Commencement and subject to the other terms of this Rider, the Company shall pay the Rider Sum Assured (i.e. Accelerated payment of the Base Sum Assured) subject to the maximum as mentioned in the Policy Schedule. The Sum Assured under the Base Policy will be reduced to the extent of the prepayment made under this Rider Benefit.

The percentage of accelerated benefit will be decided by the policyholder at inception or entry of the new Insured Member.

In case where the un-accelerated portion of the benefit falls below the minimum sum assured of the base policy, the chosen accelerated benefit % for that member will be revised to 100% at inception of the policy.

The Critical Illness Benefit is payable only once during the lifetime of the Insured Member.

However, the Critical Illness Benefit shall not be paid under the following conditions:

1. Any Critical Illness diagnosed during the Waiting Period.
2. Occurrence of conditions mentioned under the Exclusions set out in Clause C.3. of this Rider.

#### **C2. Option B: - Terminal Illness Benefit**

Subject to the policy being in force and fulfillment of conditions of this benefit as mentioned under Clause below the Company agrees to pay the Terminal Illness Benefit on diagnosis of a Terminal Illness of the Insured Member. The Terminal Illness Benefit shall be equal to the Terminal Illness Sum Assured subject to a maximum as mentioned in the Policy Schedule. The Sum Assured under the Base Policy will be reduced to the extent of the prepayment made under this Rider Benefit.

If the Insured Member is diagnosed and claimed the Terminal Illness Benefit during the term of the policy and death occurs after the term of the policy, no additional benefit will be payable. In such case the benefit already paid will not be recovered from the Master Policyholder.

The payment of the benefit is further subject to the following:

1. Confirmation of Terminal Illness by the Registered Medical Practitioner appointed by the Insurance Company.
2. The benefit payable under this Rider shall reduce the benefit payable under the Base Policy.
3. The Terminal Illness percentage has to be opted at the inception of the policy and cannot be changed thereafter during the Policy Year.

4. Once Terminal Illness Benefit is paid under this Rider, no benefit shall be payable under any other Group Rider issued on the life of such Insured Member.
5. Terminal Illness benefit is payable only once during the lifetime of the Insured Member.
6. An independent practicing medical consultant appointed by the Insurance Company specializing in the relevant field of medicine also needs to certify with reasonable certainty that the life expectancy of the Insured Member is less than six months at the time of notification. The Insured Member must not have engaged in any gainful employment for the last 30 days. The insurance company must be notified of the diagnosis within 30 days of the same being made.

### **C3. GENERAL EXCLUSIONS:**

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

1. Any Illness(es), disease(s), injury(s) or any medical condition(s) including any recurring illness (es), disease(s), injury(s), medical condition(s), which the life assured contracted prior to the rider risk commencement date or rider revival date, as the case may be, and was not disclosed in any declaration of health to the rider or in the application for revival, and/or for which, prior to the rider risk commencement date or rider revival date, as the case may be, medical advice or diagnosis or treatment was recommended or given by a health professional or evidence of the condition existed which would have caused any ordinary prudent person to seek diagnosis, care or treatment from a health professional.
2. War or hostilities, terrorist attacks (whether war is declared or not).
3. Civil war, rebellion, revolution, civil unrest or riot.
4. 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.
5. Attempted Suicide or intentional self-inflicted act.
6. Drug Abuse: Alcohol or solvent, substance abuse, or taking of drugs except under the direction of a registered medical practitioner.
7. Disease in the presence of an HIV infection/AIDS.
8. Nuclear fusion, nuclear fission, nuclear waste, nuclear contamination or any radioactive or ionizing radiation or any accident or contamination resulting from the same.
9. Participation of the Life assured in an illegal or criminal act with illegal/criminal intent.
10. 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.
11. Any disease occurring within the Waiting Period;
12. Any Congenital Condition

Without prejudice to the exclusions mentioned elsewhere in this document and the exclusions applicable to the Base Policy, the above exclusions shall apply to the benefits admissible under Critical Illness in this Policy.

## **PART D: Policy Servicing Related Aspects**

### **D1. FREE LOOK PROVISIONS**

Applicable as per the Base Policy.

### **D2. ENTRY /EXIT OF A MEMBER**

Any new member who satisfies the eligibility criteria shall be enrolled under this Rider. In the event if the member is enrolled during the Policy Year, proportionate premium shall be charged.

The Risk Commencement Date shall be the date on which the member is enrolled as Insured Member.

In the event if the Insured Member exits from the group due to reasons other than death, Rider premium for the unexpired period of risk will be adjusted or refunded as requested by the Policyholder.

In the event if the Master Policyholder chooses to surrender the Policy/Rider an option shall be provided to Insured Members to either continue the cover by paying the premium or to exit from the group in which case we shall be refunding the proportionate premium in accordance with Section 35 (I) of the Non-linked product regulations 2013.

### **D3. TERMINATION**

In addition to the commencement and end of cover - termination provisions in the Policy, this Rider shall terminate with respect to an Insured Member

1. On the date of payment of accelerated Sum Assured for Illness under this Rider as per Annexure I and Schedule to the Policy by the Company to the relevant Insured Member;
2. Upon the termination of the Policy whether due to lapse or otherwise or upon the Insured Member attaining the maximum maturity Age last birthday of the Rider.
3. Upon death of the Insured Member;

Upon renewal of the Policy for any Policy Year, the Sum Assured payable by the Company with respect to an Insured Member under such renewed Policy shall stand reduced by the accelerated amount of the Sum Assured already paid by the Company to an Insured Member under this Rider regardless of the period in which such payment has been made to an Insured Member.

**PART E: All the applicable Charges, Fund Name, Fund Options etc. (Applicable especially for ULIP Policies)**

**E1.** Not Applicable as this is a Non-Participating and Non-linked group product.

## **PART F: General Terms and Conditions**

### **F1. GENERAL CONDITIONS UNDER THIS RIDER**

- a) This Rider is issued based upon the representations and declarations made or referred to by the Master Policy Holder and /or the Insured Member (as stated in Annexure I and Policy Schedule to the Base Policy) either in the proposal form or subsequently in any form satisfactory to the Company.
- b) Clause C3. of the Policy regarding General Conditions Applicable to Base Policy and Riders is incorporated herein by reference and the said conditions including but not limited to premium, obligations of Master Policy Holder, commencement of insurance, benefits, exclusions, Claimant, no assignment, renewal privilege and payment of premium, lapsing, forfeiture in certain events and misstatement, change in premium rate, riders, claims, non- participating policy, currency of payment, Waiting Period , modification and applicable law and legal proceedings shall also apply under this Rider.
- c) This Rider is subject to payment of premiums as stated in the Annexure I and Schedule to the Policy or as per any endorsement made by the Company, which incorporates this Rider into the Policy.
- d) This Rider provides that subject to the definitions, conditions and exclusions given in the Policy and in this Rider, the Company shall accelerate payment of such percentage of the Sum Assured to an Insured Member as mentioned in Annexure I and the Schedule to the Policy upon the occurrence of an Illness as defined earlier in Clause B1. of this document.
- e) This Rider may be attached on the Date of Risk Commencement under the Base Policy or at any time thereafter in a Policy Year on the inclusion of an Insured Member. This Rider shall however not subsist of its own accord and shall automatically and simultaneously terminate if the Policy to which this Rider is attached stands terminated.
- f) The Master Policy Holder shall be eligible for a pro rata refund of premium paid to the Company in respect of an Insured Member if such an Insured Member exits the group without raising any claim during the Policy Year in which the Insured Member is covered under the Policy and this Rider.

### **F2. PROOF OF AGE**

The Age of the Member has been admitted on the basis of the declaration made by the Policyholder in the Proposal Form and/or in any document/statement based on which this Policy has been issued. If the Age of the Life Assured is found to be different from that declared, the Company may, adjust the Premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, as it deems fit. This policy shall however become void from commencement, if the Age of the Life Assured at the Policy Commencement Date is found to be higher than the maximum or lower than the minimum entry Age that was permissible under the Policy at the time of issue and the total premiums paid shall be refunded without interest after deducting all applicable charges like medical, Stamp duty, Risk etc.

### **F3. NOMINATION:**

The nomination of the Rider Policy is allowed only along with the Base Policy and in accordance with the provisions stated in the Base Policy.

### **F4. ASSIGNMENT**

Assignment is not allowed under this Rider Policy.

#### **F5. Fraud, Misrepresentation and forfeiture**

Fraud, Misrepresentation and forfeiture would be dealt 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 – (III) for reference]**

#### **F6. REVIEW, REVISION**

The Company reserves the right to review, revise, delete and/ or alter any of the terms and conditions of this Policy, including without limitation the Benefits, the Premiums with the prior approval of the IRDAI.

#### **F7. NOTICE BY THE COMPANY UNDER THE RIDER**

Any of the notices required to be issued in terms of this Rider may be issued, either by issuing individual notices to the Policyholder, including by electronic mail and/or facsimile, or by issuing a general notice, including by publishing such notices in newspapers and/or on the Company's website.

#### **F8. RISK FACTORS:**

- a) Exide Life Insurance Company Limited is only the name of the Insurance Company and Exide Life Group Illness Rider is only the name of the Critical Illness and/or Terminal Illness 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 Exide Life Group Illness Rider. Please refer to the Group 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 Group Illness Rider Policy terms and conditions, the Group Illness Rider Policy terms and conditions shall prevail.

#### **F9. GOVERNING LAW AND JURISDICTION**

This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts of law within whose territorial jurisdiction the registered office of the Company is situated. No action in law or equity shall be brought against the Company to enforce any claim under this Policy, unless the Policyholder has filed with the Company a claim together with all the required documents, in accordance with the requirements of this Policy and complied with the requirements of the Company, at least 60 days prior to the institution of such action.

#### **F10. GRACE PERIOD**

As applicable to the Base Policy.

However a period of 30 days to be provided from the due date of renewal where it will be treated as no break in policy with respect to applicability of Waiting Period. During this period Rider cover will not be available.

This Rider is yearly renewable & shall be renewed along with the Base Policy and not in the isolation.

#### **F11. REQUIREMENTS FOR CLAIM - PROOF OF ILLNESS**

The Master Policy Holder shall in the event of a claim under this Rider, follow the procedure as provided below:

- a) The Company must receive a written notice of claim within 60 days of Diagnosis of Critical Illness and within 30 days of diagnosis of Terminal Illness from the Master Policyholder or his legal representatives.
- b) Proof of the Diagnosis of Illness, satisfactory to the Company, including medical reports if any called for should be provided by the Master Policyholder or his legal representatives at their own expense within a reasonable period of time.
- c) The Company reserves the right to call for such medical examinations as it may require and for this purpose, may advise the Insured Member to submit himself/herself to further medical examinations by a Specialist approved by the Company for this purpose. The decision of the Specialist approved by the Company with reference to the Diagnosis of Illness shall be final. Any failure to provide the required proof or to submit to such medical examinations will result in repudiation of the claim under this Policy. In that event the Company shall not be liable to refund any premiums paid under this Policy.

The maximum aggregate benefit admissible under the Rider or riders issued by the Company upon the life of the Insured Member, whether such benefits are claimed at the same time or different points in time, shall not in any event exceed the maximum per Rider Policy as mentioned in the Policy Schedule. Should there be more policies than one, and the total admissible benefits shall be limited to the maximum Sum Assured as mentioned in the Policy Schedule in the order of Date of Risk Commencement.

Delay in intimation of claim or submission of documents for the reasons beyond the control of the insured/Claimant may be condoned by the Company.

#### **F12. ISSUANCE OF DUPLICATE POLICY**

In the event if the Policyholder loses/misplaces /destroys the original policy bond, the Policyholder shall immediately inform the Company, the Company after obtaining satisfactory evidence shall issue duplicate policy by collecting necessary charges not more than Rs. 250 and on such conditions and procedural compliances as decided by the Company.

## PART G: Grievance Redressal Mechanism, List of Ombudsman and Other Annexures

**Contact Information for Feedback, Complaints & Grievance Redressal, List of Ombudsman - As per the Base Policy.**

### Level 1 For Policy Servicing and Complaints

| Call Us                                           | Contact Us                                                                                                                                                                                                                                                                  |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1800 419 8228 (Toll Free)<br><br>+91 80 4134 5444 | <ul style="list-style-type: none"> <li>At your nearest branch office</li> <li>Call the toll free number to ascertain the address of the nearest branch office</li> <li>Write to <a href="mailto:customer.service@exidelife.in">customer.service@exidelife.in</a></li> </ul> |

### Level 2

In case the Eligible Person is not satisfied with the decision of the above office, or have not received any response within 10 days, the Eligible Person may contact the following official for resolution:

**The Complaints Officer**  
**Exide Life Insurance Company Limited**  
**3rd Floor, JP Techno Park, No.3/1,**  
**Millers Road, Bengaluru - 560 001.**  
**Email: [complaintscell@exidelife.in](mailto:complaintscell@exidelife.in)**  
**Toll Free Number: 1800 419 8228**  
**Tel No: 080 4134 5134**

Please quote the reference number provided to you along with Policy/contract number.

### Level 3

#### Head Customer Service

In case the Eligible Person is not satisfied with the decision of the above, the Eligible Person can write to Head Customer Service at [head.customerservice@exidelife.in](mailto:head.customerservice@exidelife.in)

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 the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) **TOLL FREE NO: 155255**  
 Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

**Consumer Affairs Department**  
**Insurance Regulatory and Development Authority of India**  
**9th floor, United India Towers, Basheerbagh,**  
**Hyderabad – 500 029, Telangana**  
**Fax No: 91- 40 – 6678 9768**

### Level 4

In case the Eligible Person is not satisfied with the decision/resolution of the Company, the Eligible Person may approach the nearest Insurance Ombudsman as per the address mentioned in **Annexure 'A'** if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
- Delay in settlement of claim
- Dispute with regard to Premium
- Non-receipt of Your insurance document

The complaint should be made in writing duly signed by the complainant or by his legal representative with full details of the complaint and the contact information of complainant.

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made

- only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
- within a period of one year from the date of rejection by the insurer
- if it is not simultaneously under any litigation

## Annexure - I

### PARTICULARS OF MEMBERS:

| S. No | Employee Name | Designation | Date of Birth | Location | Risk Commencement Date | Base Plan Sum Assured | Rider Option | CI Rider Sub-Option | CI rider Accelerated Sum Assured | TI rider Accelerated Sum Assured |
|-------|---------------|-------------|---------------|----------|------------------------|-----------------------|--------------|---------------------|----------------------------------|----------------------------------|
|       |               |             |               |          |                        |                       |              |                     |                                  |                                  |
|       |               |             |               |          |                        |                       |              |                     |                                  |                                  |
|       |               |             |               |          |                        |                       |              |                     |                                  |                                  |
|       |               |             |               |          |                        |                       |              |                     |                                  |                                  |

## **ANNEXURE - II: - List of Critical Illnesses**

### **Definitions & Exclusions Annexure**

The definitions of the specified critical illness conditions are;

#### **I. Cancer of Specified Severity:**

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

The following are excluded:

- i. Tumors showing the malignant changes of carcinoma in situ & tumors which are histologically described as premalignant or non-invasive, including but not limited to:  
Carcinoma in situ of breasts, cervical dysplasia CIN-1, CIN -2 & CIN-3.
- ii. Any skin cancer other than invasive malignant melanoma.
- iii. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.....
- iv. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
- v. Chronic lymphocytic leukemia less than RAI stage 3
- vi. Microcarcinoma of the bladder
- vii. All tumors in the presence of HIV infection.

#### **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, hemorrhage 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.

#### **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 Tumor:**

A benign tumor in the brain (located in the cranial vault and limited to the brain, meninges or cranial nerves) 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 which has to be documented for at least 3 months following the Date of Diagnosis; 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. Tumors of the pituitary gland or spinal cord
- f. Tumors of acoustic nerve (acoustic neuron)

**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 Insured Members 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 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.

#### **XV. Multiple sclerosis with Persisting Symptoms:**

The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:

- i. investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- 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, and
- iii. well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with atleast two clinically documented episodes atleast one month apart.

##### **Exclusions**

Other causes of neurological damage such as SLE and HIV are excluded.

#### **XVI. Aplastic Anemia:**

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

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

The diagnosis and suggested line of treatment of irreversible aplastic anemia must be confirmed by a Hematologist acceptable to the Company using relevant laboratory investigations including Bone Marrow Biopsy. Two out of the following three values must be present:

1. Absolute neutrophil count of 500 per cubic millimeter or less;
2. Absolute 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 all 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 & Child-Pugh-Stage A.

#### **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 ( $PaO_2 < 55\text{mmHg}$ ); and
- iv. Dyspnea at rest.

This diagnosis must be confirmed by a Consultant Pulmonologist acceptable to the Company.

#### **XIX. Alzheimer's Disease (before age 65)**

Alzheimer's disease is a progressive degenerative disease of the brain characterised by diffuse atrophy throughout the cerebral cortex with distinctive histopathologic changes. Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning requiring the continuous supervision of the life assured. The disease must result in a permanent inability to perform independently three or more Activities of Daily Living.

The Activities of Daily Living are as follows.

(a) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or

shower) or wash satisfactorily by other means.

(b) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.

(c) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa

(d) Mobility: the ability to move indoors from room to room on level surfaces

(e) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene

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

This diagnosis must be supported by the clinical confirmation of an appropriate consultant Neurologist and supported by the Company's appointed doctor.

## **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 Insured Members to perform (whether aided or unaided) at least 3 of the following "Activities of Daily Living" for a continuous period of at least 6 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, permanent and irrecoverable loss of the ability to speak due to physical injury or damage to the vocal cords. The inability to speak must be established for a continuous period of 12 (twelve) months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) Specialist.

### **Exclusion**

- a. All psychiatric related causes of loss of speech.

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**

Accidental major trauma to head causing permanent neurological deficit to be assessed no sooner than 3 months from the date of accident. The Accident head injury must result in an 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;
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 and resulting in the Life Insured being unable to perform his / her usual occupation. 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 catheterisation.

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

1. Mean pulmonary artery pressure > 30 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 multi-system, multifactorial, 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: Mesangial 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.

Class V: Membranous Lupus Glomerulonephritis- 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 evidenced by specific findings in neuroradiological tests (e.g. CT Scan, MRI of the brain). The condition must be documented for at least one month with no hope of recovery.

### Annexure A: Insurance Ombudsman Centers

| CONTACT DETAILS                                                                                                                                                                                                                                                                                             | JURISDICTION                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>AHMEDABAD</b><br>Office of the Insurance Ombudsman,<br>2nd floor, Ambica House,<br>Near C.U. Shah College,<br>Ashram Road,<br>Ahmedabad – 380 014<br>Tel.:- 079-27546150/139<br>Fax:- 079-27546142<br>Email:- <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>       | State of Gujarat and Union Territories of<br>Dadra & Nagar Haveli and Daman and Diu.                                                |
| <b>BENGALURU</b><br>Office of the Insurance Ombudsman,<br>24th Main Road, Jeevan Soudha Bldg.<br>JP Nagar, 1st Phase,<br>Bengaluru – 560025.<br>Tel No: 080-22222049/22222048<br>Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>                                | State of Karnataka                                                                                                                  |
| <b>BHOPAL</b><br>Office of the Insurance Ombudsman,<br>2nd Floor, Janak Vihar Complex,<br>6, Malviya Nagar, Opp. Airtel, Near New Market,<br>Bhopal (M.P.)-462 003.<br>Tel.:- 0755-2769201/9202 Fax : 0755-2769203<br>Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a> | States of Madhya Pradesh and Chattisgarh.                                                                                           |
| <b>BHUBANESHWAR</b><br>Office of the Insurance Ombudsman,<br>62, Forest Park,<br>Bhubaneswar-751009.<br>Tel.:- 0674-2596455/2596003 Fax : 0674-2596429<br>Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>                                                   | State of Orissa.                                                                                                                    |
| <b>CHANDIGARH</b><br>Office of the Insurance Ombudsman,<br>S.C.O. No.101-103,2nd Floor,<br>Batra Building, Sector 17-D,<br>Chandigarh-160 017.<br>Tel.:- 0172-2706468/2705861 Fax : 0172-2708274<br>Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>           | States of Punjab, Haryana, Himachal<br>Pradesh, Jammu & Kashmir and Union<br>territory of Chandigarh.                               |
| <b>CHENNAI</b><br>Office of the Insurance Ombudsman,<br>Fathima Akhtar Court,<br>4th Floor, 453 (old 312),<br>Anna Salai, Teynampet,<br>Chennai-600 018.<br>Tel.:- 044-24333668 /24335284 Fax : 044-24333664<br>Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>     | State of Tamil Nadu and Union Territories -<br>Pondicherry Town and Karaikal (which are<br>part of Union Territory of Pondicherry). |
| <b>NEW DELHI</b><br>Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Bldg.,<br>Asaf Ali Road,                                                                                                                                                                                               | States of Delhi.                                                                                                                    |

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| <p>New Delhi-110 002.<br/>Tel:- 011-23237539/23232481 Fax : 011-23230858<br/>Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a></p>                                                                                                                                                                    |                                                                                                                           |
| <p><b>ERNAKULAM</b><br/>Office of the Insurance Ombudsman,<br/>2nd Floor, CC 27 / 2603, Pulinat Bldg.,<br/>Opp. Cochin Shipyard, M. G. Road,<br/>Ernakulam - 682 015.<br/>Tel:- 0484-2358759/2359338<br/>Fax:- 0484-2359336<br/>Email:- <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a></p>        | <p>State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.</p>          |
| <p><b>GUWAHATI</b><br/>Insurance Ombudsman,<br/>Office of the Insurance Ombudsman,<br/>“Jeevan Nivesh”, 5th Floor,<br/>Near Panbazar Overbridge, S.S. Road,<br/>Guwahati-781 001 (ASSAM).<br/>Tel:- 0361-2132204/5 Fax : 0361-2732937<br/>Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a></p> | <p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>                             |
| <p><b>HYDERABAD</b><br/>Office of the Insurance Ombudsman,<br/>6-2-46, 1st Floor, Moin Court,<br/>A.C. Guards, Lakdi-Ka-Pool,<br/>Hyderabad-500 004.<br/>Tel : 040-65504123/23312122 Fax: 040-23376599<br/>Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a></p>                              | <p>States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry.</p> |
| <p><b>JAIPUR</b><br/>Office of the Insurance Ombudsman,<br/>Ground Floor, Jeevan Nidhi II,<br/>Bhawani Singh Road,<br/>Jaipur – 302005<br/>Tel : 0141-2740363<br/>Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a></p>                                                                             | <p>State of Rajasthan</p>                                                                                                 |
| <p><b>KOLKATA</b><br/>Office of the Insurance Ombudsman,<br/>Hindustan Bldg. Annexe, 4, C.R. Avenue,<br/>4th Floor, Kolkata - 700 072.<br/>Tel : 033-22124339/22124340 Fax : 033-22124341<br/>Email:- <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a></p>                                              | <p>States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.</p>              |
| <p><b>LUCKNOW</b><br/>Office of the Insurance Ombudsman,<br/>Jeevan Bhawan, Phase-2,<br/>6th Floor, Nawal Kishore Road,<br/>Hazaratganj,<br/>Lucknow-226 001.<br/>Tel : 0522 -2231331/2231330 Fax : 0522-2231310<br/>Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a></p>                        | <p>States of Uttar Pradesh and Uttaranchal.</p>                                                                           |
| <p><b>MUMBAI</b><br/>Office of the Insurance Ombudsman,<br/>3rd Floor, Jeevan Seva Annexe,<br/>S.V. Road, Santacruz(W),<br/>Mumbai-400 054.</p>                                                                                                                                                                                         | <p>States of Goa and Mumbai Metropolitan Region excluding areas of Navi Mumbai &amp; Thane</p>                            |

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Tel : 022-26106928/26106552    Fax : 022-26106052<br>Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>                                                                |                                                                                                  |
| <b>PUNE</b><br>2nd Floor, Jeevan Darshan,<br>N.C. Kelkar Road,<br>Narayanpet,<br>Pune – 411030.<br>Tel: 020-32341320<br>Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a> | State of Maharashtra, Area of Navi Mumbai<br>& Thane but excluding Mumbai Metropolitan<br>Region |

Note: For current ombudsman list please visit <http://www.irda.gov.in>

**IRDAI Notice: Beware of spurious phone calls and fictitious/fraudulent offers: IRDAI clarifies to public that IRDAI or its officials do not involve in activities like sale of any kind of insurance or financial products nor invest premiums. IRDAI does not announce any bonus, public receiving such phone calls are requested to lodge a police complaint along with details of phone call, number.**

## ANNEXURE - III

### **Section 45 – Policy shall not be called in question on the ground of misstatement 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:

01. 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.

02. 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.

03. 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.

04. 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.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / Claimant can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or Claimant.

06. 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.

07. In case repudiation is on ground of misstatement 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.

08. 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.

09. 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.]**