

**GENERAL**

**POLICY CONTRACT**

In this contract, "you" or "your" will refer to the Policyholder of this Policy, "Member" will refer to Member Insured under this Policy and "we", "us", "our", "insurer" "ABSLI" or "the Company" will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors.

Please read this Policy document carefully.

**DEFINITIONS**

1. **"Act"** refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.
2. **"Assignee"** means the person to whom the rights and benefits are transferred by virtue of an assignment.
3. **"Assignment"** means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time.
4. **"Accident"** means a sudden, unforeseen and involuntary event caused by external visible and violent means.
5. **"Accelerated Critical Illness Benefit Sum Assured"** means the amount equal to level or reducing Sum Assured, as specified in the Certificate of Insurance, subject to a maximum limit as specified by the company from time to time
6. **"Accelerated Critical Illness Cover Term (ACI Cover Term)"** means the period for which the Accelerated Critical Illness Cover is provided to individual Member where the member opts for any one of the three ACI cover package i.e. Essential Critical Illness Cover (Accelerated CI 10) or Super Critical Illness Cover (Accelerated CI 25) or Mega Critical Illness Cover (Accelerated CI 50)
7. **"Accidental Death Benefit Sum Assured"** means the amount equal to level or reducing Sum Assured, as specified in the Certificate of Insurance, subject to a maximum limit as specified by the company from time to time
8. **"Accidental Total and Permanent Disability Benefit Sum Assured"** means the amount equal to level or reducing Sum Assured, as specified in the Certificate of Insurance, subject to a maximum limit as specified by the company from time to time
9. **"Age"** means that age at last birthday of a Member, in completed years attained as on the Coverage Effective Date.
10. **"Beneficiary" or "Nominee"** means the person or persons last nominated by the Member and registered with Master Policyholder to receive the benefits under this Policy in the event of the Member's death, disability or illness while being covered under this policy.
11. **"Certificate of insurance (COI)"** means statement evidencing the Cover of the Member under the Policy, subject to the terms and conditions of the Policy.
12. **"Base Cover"** means death benefit including accelerated Terminal Illness benefit payable under this Policy on occurrence of death or terminal illness as the case maybe on the life of the Member
13. **"Cover"** means the insurance benefits as payable under this Policy on the occurrence of the death, disability or illness as the case may be on the life of the Member.
14. **"Base Cover Term"** means the period for which the Base Cover is provided to the individual Member under the Master Policy
15. **"Coverage Effective Date"** means the date on which the Cover in respect of a Member commences.

16. **“Eligible Member”** means a member who meets and continues to meet the Minimum Eligibility Criteria.
17. **“Expiry Date”** means the date specified in the Certificate of Insurance, on which the insurance Cover effected under this Policy on the life of a Member expires;
18. **“Free-look period”** means the period as specified in the Policy Contract, during which you can return the policy in case you are not satisfied with the terms and conditions of the Policy.
19. **“Injury”** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
20. **“IRDAI”** means the Insurance Regulatory and Development Authority of India.
21. **“Master Policyholder”** means the Master Policyholder who would administer the scheme on behalf of the Member(s) and as defined in the Policy Schedule
22. **“Medical Practitioner”** is a person who holds a valid registration from the medical council of any state of India 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 his license. This would mean a practitioner treating the Life Assured must be holding a degree equivalent to MD/MS or higher in the relevant field to certify the condition. The Medical Practitioner should not be:
- the Master Policyholder or Life Insured himself/herself; or;
  - An authorised insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or
  - Employed by or under contractual engagement with us; or
  - Related to the policyholder or life assured by blood or marriage
23. **“Member”** means a person whose Cover is in effect under this Policy and in respect of whom ABSLI has determined Cost and Benefits Particulars.
24. **“Moratorium Period”** means a period of time during the loan tenure when the Member does not make any payment towards the principal component of the loan, but may/may not make payments towards the interest component of the loan. The Moratorium Period shall always be less than the Cover Term
25. **“Nomination”** is the process of nominating a person who is named as “Nominee” in the proposal/application form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
26. **“Nominee”** is the person who is nominated by You in accordance with Part F and whose name is mentioned in the Policy Schedule, to receive the Death Benefit under this Policy. Nomination can only be effected if You are also the Life Insured under the Policy.
27. **“Original Sum Assured”** is the Sum Assured on Death specified for the Member at inception.
28. **“Policy”** means this Policy issued under the Aditya Birla Sun Life Insurance Group Smart Select and taken by the Policyholder for providing Cover to its Members.
29. **“Policy Effective Date”** means the date on which your rights and benefits under this Policy begin, as shown in your Policy Schedule.
30. **“Policy Issue Date”** means the date on which this Policy is issued by the Company.

31. **“Policy Year”** means 12 (Twelve) months period commencing from the Policy Effective Date and every Policy Anniversary thereafter;
32. **“Premium”** means the single premium excluding applicable taxes, cesses and levies, if any specified in the Certificate of Insurance, payable by You in respect of each Member;
33. **“Schedule”** means the policy schedule and any endorsements attached to and forming part of the Policy and if an updated Schedule is issued, then the Schedule which is latest in time;
34. **“Sum Assured on Death”** means, the applicable sum assured at the start of each month as specified in the repayment schedule;
35. **“Terminal Illness”** means an advanced or rapidly progressing incurable and un-correctable medical condition which in the opinion of two (2) **independent** Medical Practitioners specializing in treatment of such illness, certifies that the illness is expected to lead to death of the Member within 6 months of the date of diagnosis of the Terminal Illness.
36. **“Terminal Illness Benefit Sum Assured”** means the amount equal to level or reducing Sum Assured, as specified in the Certificate of Insurance, subject to a maximum limit as specified by the company from time to time

## **POLICY VALUE PROVISIONS**

### **1. Policy Premium**

Premium payable under the Policy shall be calculated for the Member according to the age, gender, Sum Assured and term as applicable. ABSLI shall have the right to change the Premium Rates for new Members by providing a notice of thirty days in advance. In case ABSLI and Policyholder do not reach an agreement on change in Premium Rates, the Policyholder have option to stop the further enrolment under the policy or shall give notice of thirty days to terminate the contract in which case policy will be terminated and surrender benefit if any will be paid.

### **2. Top-up**

Member shall have an option to avail additional Cover during the Cover Term subject to satisfactory underwriting (as per Board approved underwriting policy). For all purposes, such additional Cover shall be treated as separate Cover and remaining Cover Term of this product shall apply accordingly.

### **3. Moratorium Period**

Member can choose any Moratorium Period from 1 (one) month to 10 (ten) years, (in multiple of 1 month). During the Moratorium Period, Sum Assured payable on death shall remain level and reduce thereafter according to applicable repayment schedule.

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## **POLICY BENEFIT PROVISIONS**

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Each Member will be covered for following benefit:

### **4. Death Benefit:**

The Company will pay the benefits exactly as per the schedule selected at inception, irrespective of the actual outstanding loan as on the date of death.

**Single Life:** In the event of death of the Member during the Base Cover Term, the applicable Sum Assured on Death shall be paid in lumpsum, provided the Cover is in force. On payment of death benefit, the Cover under this product shall terminate for the particular Member.

**Joint Life:** In the event of first death of either of assured lives during the Base Cover Term, the Sum Assured on Death shall be payable in lumpsum, provided the Cover is in force. On payment of death benefit, the Cover under this product shall terminate.

The death benefit shall be payable on occurrence of first death of either of the two lives and cover on the second life would cease to exist.

In case of death of both members, covered under joint life cover, at the same time the claim will be considered in favor of the beneficiary of the older of the two lives. However, in this case, if the claim on the older of the life were to get repudiated, then the claim will be considered in favor of the beneficiary of the other life.

**Co-borrower:** In the event of death of any of the co-borrowers, his/her respective share of Sum Assured as per the Policy Schedule is payable. Cover on the other life will continue as they are independent insurance covers.

### **5. Waiting Period:**

90 days Waiting Period for Accelerated Critical Illness (ACI) Benefit

a) The benefit shall not apply or be payable in respect of any listed conditions for which the symptoms have occurred or for which care, treatment or advice was recommended by or received from a Physician, or which first manifested itself or was contracted during the waiting period after the date of commencement of Cover

of member. In the event of occurrence of any of the scenarios mentioned above, the Company will refund the premiums for that benefit for the member and member's benefit Cover will terminate with immediate effect.

b) No waiting period applies where the condition manifests due to accident.

**6. Maturity:**

No benefit shall be payable on maturity.

**7. Surrender of the Policy**

In case of surrender of the Master Policy by the Master Policyholder, the members shall have an option to continue the Cover till the end of the Base Cover term, such Cover shall continue with the same terms and conditions as the original Cover and:

Company shall continue to be responsible to serve such members till their Cover is terminated.

A Member can choose to surrender the Cover due to foreclosure or prepayment of loan or for any other reason.

For members who opt to surrender their Cover or for whom Master Policyholder surrenders, a proportion of unexpired risk premium, as explained below, shall be payable.

$$60\% \times \text{Single Premium} \times \frac{\text{Unexpired Base Cover term}}{\text{Original Base Cover term}} \times \frac{\text{Current Sum Assured}}{\text{Original Sum Assured}}$$

For the purpose of unexpired Base Cover term, part of the month shall be ignored. Underwriting extra premium and taxes shall not be included in Single Premium.

Optional Benefit/s if any, cannot be surrendered per se without surrendering the Base Cover.

Where, Original Sum Assured is the Sum Assured on Death specified for the Member at inception. For Reducing Cover, current sum assured is the Sum Assured on Death applicable in the month of surrender as per the repayment schedule set at the inception.

For Level Cover, current sum assured is equal to Original Sum Assured.

Upon surrender, Member Cover shall terminate and no benefit shall be payable thereafter. Cover for all the lives covered on Joint Life or Co-borrower basis shall terminate together on surrender.

**8. Terminal Illness:**

In the event of Member/any of the Joint lives Member being diagnosed with a Terminal Illness during the Base Cover Term, Terminal Illness Benefit equal to the applicable Terminal Illness Sum Assured at the start of the month as per the repayment schedule shall be payable, provided the cover is in force.

This is an accelerated benefit and not an additional benefit, which means payment through this benefit will not be in addition to the Death Benefit. Upon payment of Terminal Illness benefit, the Cover for Terminal Illness shall cease.

Where Death Benefit is higher than Terminal Illness Benefit, Cover shall continue till the end of Cover Term and Death Benefit shall reduce by the Terminal Illness Benefit Sum Assured already paid.

A Member/any of the Joint lives Member shall be regarded as terminally ill only if he/she is diagnosed as suffering from a condition which, in the opinion of two independent medical practitioners specializing in treatment of such illness, is highly likely to lead to death within 6 months. The Terminal Illness must be diagnosed and confirmed by independent Medical Practitioners registered with the Indian Medical Association and approved by the Company. The Company reserves the right for independent assessment.

**9. Optional Benefits:**

**a) Accidental Death Benefit (Additional):**

This benefit shall be only available where Accidental Death Benefit option is chosen.

In the event of the Member's death due to an accident, where accident occur during the Base Cover Term, Accidental Death Benefit Sum Assured shall be paid. This is an additional benefit and will be paid in addition to the Death Benefit.

Accidental Death means a death:

- a. which is caused by Injury resulting from an Accident,
- b. which occurs due to the said Injury solely, directly and independently of any other causes,
- c. which occurs within 180 days of the occurrence of such Accident and
- d. is not a result from any of the causes listed in the exclusions for Accidental Death benefit

For Accidental Death Benefit exclusions refer Annexure D.

**b) Accidental Total and Permanent Disability (Accelerated):**

This benefit shall be only available where Accidental Total and Permanent Disability (Accelerated) (ATPD) Cover is chosen.

In the event where the Member/any of the Joint lives Member becomes Totally & Permanently Disabled due to an accident during the Cover Term, Accidental Total and Permanent Disability Sum Assured shall be paid. This is an accelerated benefit and not an additional benefit, which means payment through this benefit will not be in addition to the Death Benefit. Upon payment of Accidental Total and Permanent Disability Sum Assured, the Cover for Accidental Total and Permanent Disability Benefit shall cease. Where Death Benefit is higher than Accidental Total and Permanent Disability Sum Assured, Cover shall continue till the end of Cover Term and Death Benefit shall reduce by the Accidental Total and Permanent Disability Sum Assured already paid. In case of Joint Life, the members' entitlement under Base Cover shall be reduced by the aggregate ATPD Benefit claimed earlier.

The disability should have lasted for at least 180 days without interruption and must be deemed permanent by a Company empanelled Medical Practitioner.

Total and Permanent Disability (TPD) should have been caused due to Accident. The accident shall result in bodily injury or injuries to the Member/any of the Joint lives Member independently of any other means. Such injury or injuries shall, within 180 days of the occurrence of the accident, directly and independently of any other means cause the Total and Permanent Disability of the Member. In the event of Total and Permanent Disability of the Member after 180 days of the occurrence of the accident, the Company shall not be liable to pay this benefit.

Total and Permanent Disability includes:

1. The total and permanent loss of use of both hands, or both feet, or both eyes, or a combination thereof (i.e., or any two limbs or one eye and one limb), will also result in the Member being regarded as totally and permanently disabled, or,
2. To be regarded as totally and permanently disabled, the Member must be unable to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Work":
  - i. Mobility: The ability to walk a distance of 200 meters on flat ground.
  - ii. Bending: The ability to bend or kneel to touch the floor and straighten up again and the ability to get into a standard saloon car, and out again.

- iii. Climbing: The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- iv. Lifting: The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- v. Writing: The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.
- vi. Blindness – permanent and irreversible - Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

For Accidental Total and Permanent Disability exclusions refer Annexure D.

**c) Accelerated Critical Illness Benefit:**

This benefit shall be only available where Accelerated Critical Illness Benefit is chosen.

In the event where the Member/any of the Joint lives Member is diagnosed with any of the Critical Illnesses as per the Critical Illness package chosen as specified below during the Accelerated Critical Illness Benefit Cover term, Accelerated Critical Illness Benefit Sum Assured shall be paid. This is an accelerated benefit and not an additional benefit, which means payment through this benefit will not be in addition to the Death Benefit. Upon payment of Accelerated Critical Illness Benefit Sum Assured, the Cover for Accelerated Critical Illness Benefit shall cease. Where Death Benefit is higher than Accelerated Critical Illness Benefit Sum Assured, Base Cover shall continue till the end of Cover Term and Death Benefit shall reduce by the Accelerated Critical Illness Benefit Sum Assured already paid. In case of Joint Life, the members’ entitlement under Base cover shall be reduced by the aggregate ACI Benefit claimed earlier.

Claim will be admissible only if the Member is diagnosed for the first ever occurrence of any of the covered Critical Illness.

Claim shall be admissible subject to waiting period and exclusions as specified in Annexure D.

**List of CI covered under ACI 10, ACI 25 & ACI 50**

Sr. No.	Illness/Condition	Essential Critical Illness Cover (Accelerated CI 10)	Super Critical Illness Cover (Accelerated CI 25)	Mega Critical Illness Cover (Accelerated CI 50)
1.	Cancer of Specified Severity	✓	✓	✓
2.	Myocardial Infarction (First Heart Attack of specific severity)	✓	✓	✓
3.	Open Chest CABG	✓	✓	✓

4.	Open Heart Replacement Or Repair Of Heart Valves	✓	✓	✓
5.	Kidney Failure Requiring Regular Dialysis		✓	✓
6.	Stroke Resulting in Permanent Symptoms		✓	✓
7.	Major Organ / Bone Marrow Transplant		✓	✓
8.	Permanent Paralysis of Limbs		✓	✓
9.	Multiple Sclerosis with Persisting Symptoms	✓	✓	✓
10.	Coma of Specified Severity	✓	✓	✓
11.	Motor Neuron Disease with Permanent		✓	✓

	Symptoms			
12.	Third Degree Burns		✓	✓
13.	Deafness	✓	✓	✓
14.	Loss of Speech		✓	✓
15.	Aplastic Anaemia		✓	✓
16.	End Stage Liver Failure	✓	✓	✓
17.	End Stage Lung Failure	✓		✓
18.	Bacterial Meningitis			✓
19.	Fulminant Hepatitis		✓	✓
20.	Muscular Dystrophy			✓
21.	Parkinson's disease		✓	✓
22.	Benign Brain Tumor			✓
23.	Alzheimer's Disease		✓	✓
24.	Aorta Graft Surgery		✓	✓
25.	Loss of Limbs		✓	✓
26.	Blindness	✓		✓
27.	Primary (Idiopathic) Pulmonary Hypertension		✓	✓
28.	Apallic Syndrome or Persistent Vegetative State (PVS)			✓
29.	Encephalitis			✓
30.	Chronic Relapsing Pancreatitis		✓	✓
31.	Major Head Trauma		✓	✓

32.	Medullary Cystic Disease			✓
33.	Poliomyelitis			✓
34.	Systemic Lupus Erythematosus			✓
35.	Brain Surgery			✓
36.	Severe Rheumatoid Arthritis			✓
37.	Creutzfeldt-Jacob disease			✓
38.	Hemiplegia			✓
39.	Tuberculosis Meningitis			✓
40.	Dissecting Aortic aneurysm			✓
41.	Progressive Supranuclear Palsy			✓
42.	Myasthenia Gravis			✓
43.	Infective Endocarditis			✓
44.	Pheochromocytoma			✓
45.	Eisenmenger's Syndrome			✓
46.	Chronic Adrenal Insufficiency			✓
47.	Progressive Scleroderma			✓
48.	Elephantiasis			✓
49.	Cardiomyopathy of specified severity			✓
50.	Loss of Independent Existence		✓	✓

For Accelerated Critical Illness Benefit the following definitions apply.

**1. Cancer of Specified Severity**

- i. A malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues.  
This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukaemia, lymphoma and sarcoma.
- ii. 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 tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0



- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- ix. All tumours in the presence of HIV infection.

**2. Myocardial Infarction**  
**(First Heart Attack of specific severity)**

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

- 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 excluded:

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

**3. Open Chest CABG**

- i. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive key hole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- ii. The following are excluded:
  - i. Angioplasty and/or any other intra-arterial procedures

**4. Open Heart Replacement Or Repair Of Heart Valves**

- i. 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.

**5. Kidney Failure Requiring Regular Dialysis**

- i. 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.

**6. Stroke Resulting in Permanent Symptoms**

- i. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization 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.
- ii. The following are excluded:
  - i. Transient ischemic attacks (TIA)
  - ii. Traumatic Injury of the brain
  - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

**7. Major Organ / Bone Marrow Transplant**

- i. 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.
- ii. The following are excluded:
  - i. Other stem-cell transplants
  - ii. Where only islets of langerhans are transplanted

**8. Permanent Paralysis of Limbs**

- i. 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.

**9. Multiple Sclerosis with Persisting Symptoms**

- i. 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.

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

**10. Coma of Specified Severity**

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

**11. Motor Neuron Disease with Permanent Symptoms**

- i. 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.

**12. Third Degree Burns**

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

**13. Deafness**

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

**14. Loss of Speech**

- i. 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.
- ii. All psychiatric related causes are excluded.

### **15. Aplastic Anaemia**

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

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

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

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

Temporary or reversible Aplastic Anaemia is excluded.

In this condition, the bone marrow fails to produce sufficient blood cells or clotting agents.

### **16. End Stage Liver Failure**

- i. Permanent and irreversible failure of liver function that has resulted in all three of the following:
  - i. Permanent jaundice; and
  - ii. Ascites; and
  - iii. Hepatic encephalopathy.
- ii. Liver failure secondary to drug or alcohol abuse is excluded.

### **17. End Stage Lung Failure**

- i. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
  - 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 analysis with partial oxygen pressures of 55mmHg or less (PaO<sub>2</sub> <55 mm Hg); and
  - iv. Dyspnea at rest.

### **18. Bacterial Meningitis**

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

This diagnosis must be confirmed by:

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

Bacterial Meningitis in the presence of HIV infection is excluded.

Activities of Daily Living will be defined as:

- 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.

### **19. Fulminant Hepatitis**

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

- a. Rapid decreasing of liver size;
- b. Necrosis involving entire lobules, leaving only a collapsed reticular framework;

- c. Rapid deterioration of liver function tests;
- d. Deepening jaundice; and
- e. Hepatic encephalopathy.

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

### **20. Muscular Dystrophy**

A group of hereditary degenerative diseases of muscle characterised by progressive and permanent weakness and atrophy of certain muscle groups. The diagnosis of muscular dystrophy must be unequivocal and made by a Neurologist acceptable to Us, with confirmation of at least 3 of the following 4 conditions:

- a. Family history of muscular dystrophy;
- b. Clinical presentation including absence of sensory disturbance, normal cerebrospinal fluid and mild tendon reflex reduction;
- c. Characteristic electromyogram; or
- d. Clinical suspicion confirmed by muscle biopsy.

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

Activities of Daily Living will be defined as:

- 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.

### **21. Parkinson's disease**

The unequivocal diagnosis of progressive, degenerative idiopathic Parkinson's disease by a Neurologist acceptable to us. The diagnosis must be supported by all of the following conditions:

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

Activities of daily living:

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

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

### **22. Benign Brain Tumor**

- i. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- ii. This brain tumor must result in at least one of the following and must be confirmed by the relevant specialist Medical Practitioner.
  - i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
  - ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
- iii. The following conditions are excluded:  
Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

### **23. Alzheimer's Disease**

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

Deterioration or loss of intellectual capacity, as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning, requiring the continuous supervision of the Insured Person. The diagnosis must be supported by the clinical confirmation of a specialist Medical Practitioner (Neurologist) and supported by Our appointed Medical Practitioner, evidenced by findings in cognitive and neuro radiological tests (e.g. CT scan, MRI, PET scan of the Brain). The disease must result in a permanent inability to perform three or more "Activities of Daily Living" or must require the need of supervision and permanent presence of care staff due to the disease. This must be medically documented for a period of at least 90 days

Activities of Daily Living will be defined as:

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

The following conditions are however not covered:

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

### **24. Aorta Graft Surgery**

The actual undergoing of thoracotomy or laparotomy to repair or correct aneurysm, narrowing, obstruction or dissection of the Aorta through surgical opening of the chest or abdomen. For the purpose of this cover

the definition of "Aorta" shall mean the thoracic and abdominal aorta but not its branches. The Insured Person understands and agrees that we shall not cover:

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

The aorta is the main artery carrying blood from the heart. Aortic graft surgery benefit covers Surgery to the aorta wherein part of it is removed and replaced with a graft.

#### **25. Loss of Limbs**

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

#### **26. Blindness**

- i. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- ii. The Blindness is evidenced by
  - i. corrected visual acuity being 3/60 or less in both eyes or;
  - ii. the field of vision being less than 10 degrees in both eyes.
- iii. The diagnosis of blindness must be confirmed and must not be correctable by aides or surgical procedure.

#### **27. Primary (Idiopathic) Pulmonary Hypertension**

- i. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- ii. The NYHA Classification of Cardiac Impairment are as follows:
  - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- iii. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

#### **28. Apallic Syndrome or Persistent Vegetative State (PVS)**

Apallic Syndrome or Persistent vegetative state (PVS) or unresponsive wakefulness syndrome (UWS) is a universal necrosis of the brain cortex with the brainstem remaining intact. The patient should be in a vegetative state for a minimum of four weeks in order to be classified as UWS, PVS, Apallic Syndrome.

The diagnosis must be confirmed by a Neurologist acceptable to Us and the condition must be documented for at least one month.

#### **29. Encephalitis**

Severe inflammation of the brain tissue due to infectious agents like viruses or bacteria which results in significant and permanent neurological deficits for a minimum period of 30 days, certified by a specialist Medical Practitioner (Neurologist)

The permanent deficit should result in permanent inability to perform three or more Activities of daily Living.

Activities of daily living:

- I. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;
- II. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- III. Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa;
- IV. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- V. Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available.
- VI. Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence

Exclusions:

Encephalitis in the presence of HIV infection is excluded.

### **30. Chronic Relapsing Pancreatitis**

More than three attacks of pancreatitis resulting in pancreatic dysfunction causing malabsorption needing enzyme replacement therapy.

The Unequivocal Diagnosis must be made by a Medical Practitioner who is a gastroenterologist and confirmed by Endoscopic Retrograde Cholangiopancreatography (ERCP).

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

### **31. Major Head Trauma**

- I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes
- II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology
- III. Activities of Daily Living are:
  - I. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
  - II. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
  - III. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
  - IV. Mobility: the ability to move indoors from room to room on level surfaces;
  - V. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
  - VI. Feeding: the ability to feed oneself once food has been prepared and made available.
- IV. The following are excluded:
  - I. Spinal cord injury;

### **32. Medullary Cystic Disease**

A progressive hereditary disease of the kidneys characterised by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic renal failure. The diagnosis must be supported by renal biopsy.

Isolated or benign kidney cysts are specifically excluded from this benefit.

### **33. Poliomyelitis**

The unequivocal diagnosis of infection with the polio virus must be established by a Consultant Neurologist. The infection must result in irreversible paralysis as evidenced by impaired motor function or respiratory weakness. Expected permanence and irreversibility of the paralysis must be confirmed by a Consultant Neurologist after at least 6 months since the beginning of the event.

Exclusions:

- Cases not involving irreversible paralysis shall not be eligible for a claim
- Other causes of paralysis such as Guillain-Barré Syndrome are specifically excluded.

### **34. Systemic Lupus Erythematosus**

A multi-system, multifactorial, autoimmune disorder characterised by the development of auto-antibodies directed against various self-antigens. 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 World Health Organization (WHO) classification). The final diagnosis must be confirmed by a registered Medical Practitioner specialising in Rheumatology and Immunology acceptable to Us, Other forms, discoid lupus, and those forms with only haematological and joint involvement are however not covered:

The WHO lupus classification is as follows:

- a. Class I: Minimal change – Negative, normal urine.
- b. Class II: Mesangial – Moderate proteinuria, active sediment.
- c. Class III: Focal Segmental – Proteinuria, active sediment.
- d. Class IV: Diffuse – Acute nephritis with active sediment and/or nephritic syndrome.
- e. Class V: Membranous – Nephrotic Syndrome or severe proteinuria.

### **35. Brain Surgery**

The actual undergoing of Surgery to the brain under general anesthesia during which a craniotomy is performed.

Exclusion:

Burr hole Surgery / brain Surgery on account of an Accident.

### **36. Severe Rheumatoid Arthritis**

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

- Diagnostic criteria of the American College of Rheumatology for Rheumatoid Arthritis;
- Permanent inability to perform at least two (2) "Activities of Daily Living";
- Widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, knees, hips, ankle, cervical spine or feet; and
- The foregoing conditions have been present for at least six (6) months.
- Elevated levels of C-reactive protein (CRP), or erythrocyte sedimentation rate (ESR)

Activities of daily living:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: The ability to move from a lying position in a bed to a sitting position in an



- upright chair or wheel chair and vice versa;
- iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
  - v. Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available.
  - vi. Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence

### **37. Creutzfeldt-Jacob disease**

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

### **38. Hemiplegia**

The total and permanent loss of the use of one side of the body through paralysis caused by illness or injury, except when such injury is self-inflicted.

The Unequivocal Diagnosis must be made by a Specialist in the relevant medical field.

### **39. Tuberculosis Meningitis**

Meningitis caused by tubercle bacilli. Such a diagnosis must be supported by 1) and 2) and 3)

- 1) Findings in the cerebrospinal fluid (csf) report
- 2) Presence of acid fast bacilli in the cerebrospinal fluid or growth of M. Tuberculosis demonstrated in the culture report or Nucleic acid amplification tests like PCR
- 3) Certification by a registered doctor who is a specialist in neurology, or a physician with a degree of MD

The permanent deficit should result in permanent inability to perform three or more Activities for Loss of Independent Living.

Activities of daily living:

- I. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;
- II. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- III. Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa;
- IV. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- V. Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available.
- VI. Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence

### **40. Dissecting Aortic aneurysm**

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

#### **41. Progressive Supranuclear Palsy**

A degenerative neurological disease characterized by supranuclear gaze paresis, pseudobulbar palsy, axial rigidity and dementia.

The Unequivocal Diagnosis of Progressive Supranuclear Palsy must be confirmed by a Medical Practitioner who is a neurologist

The condition must result in the permanent inability to perform, without assistance, at least three (3) of the six (6) Activities of Daily Living. These conditions have to be medically documented for at least three (3) consecutive months.

Activities of daily living:

- I. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;
- II. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- III. Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa;
- IV. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- V. Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available.
- VI. Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence

#### **42. Myasthenia Gravis**

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

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

Myasthenia Gravis Foundation of America Clinical Classification:

Class I: Any eye muscle weakness, possible ptosis, no other evidence of muscle weakness elsewhere.

Class II: Eye muscle weakness of any severity, mild weakness of other muscles.

Class III: Eye muscle weakness of any severity, moderate weakness of other muscles.

Class IV: Eye muscle weakness of any severity, severe weakness of other muscles.

Class V: Intubation needed to maintain airway.

#### **43. Infective Endocarditis**

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

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

#### **44. Pheochromocytoma**

Presence of a neuroendocrine tumour of the adrenal or extra-chromaffin tissue that secretes excess catecholamines requiring the actual undergoing of surgery to remove the tumour. The Diagnosis of Pheochromocytoma must be supported by plasma metanephrine levels and / or urine catecholamines and metanephrines and confirmed by a registered doctor who is an endocrinologist.

#### **45. Eisenmenger's Syndrome**

Eisenmenger's Syndrome shall mean the occurrence of a reversed or bidirectional shunt as a result of pulmonary hypertension, caused by a heart disorder.

All of the following criteria must be met:

- Presence of permanent physical impairment classified as NYHA IV; and
- • The diagnosis of Eisenmenger Syndrome and the level of physical impairment must be confirmed by a registered medical practitioner who is a cardiologist.

#### **46. Chronic Adrenal Insufficiency**

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

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

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

#### **47. Progressive Scleroderma**

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

The following conditions are excluded:

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

#### **48. Elephantiasis**

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

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

#### **49. Cardiomyopathy of specified severity**

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

Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced. The Diagnosis of Cardiomyopathy has to be supported by echographic findings of compromised ventricular performance.

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

**50. Loss of Independent Existence**

Confirmation by a Consultant Physician of the loss of independent existence due to illness or trauma, lasting for a minimum period of 6 months and resulting in a permanent inability to perform at least three (3) of the following Activities of Daily Living

Activities of Daily Living:

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.

**10. Joint Life**

If this option is opted, both lives will be covered for the death, disability or illness. The benefit shall be payable on the first claim, on happening of the insured event, on either of the Members covered under Joint Life option. Upon the payment of benefit in respect of the first claimant, the cover for the other life will terminate. There has to be insurable interest between the joint lives.

Under Joint Life option, only 2 borrowers can be jointly insured wherein the Base Sum Assured and Policy Term will be same for both lives.

**11. Co-borrowers**

Co-borrowers can be covered under this product. On death or disability of the Member or upon the Member being diagnosed with any of the specified critical illnesses or terminal illness or accidental total and permanent disability, a lump sum Sum Assured on Death will be payable as per the benefit option chosen by the Member at inception of the Cover .

Under this option, co-borrowers will be considered as separate lives and will be covered to the extent of respective share of loan amount.

**12. Paid Up Benefit**

No paid up benefit is payable under the Policy.

**13. Lapsation**

Not Applicable

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**POLICY PROVISIONS**

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**1. Free-look Period**

By Master Policyholder:

1) In case the Master Policyholder is not satisfied with the terms and conditions specified in the Policy Document, Policyholder shall have the option of returning the Policy Document to us stating the reasons thereof, within 30 days from the date of receipt of the Master Policy Document, as per IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.

2) On receipt of the letter along with the Policy Document, we shall arrange to refund the premium paid by Master Policyholder, subject to deduction of the proportionate risk premium for period on cover plus the expenses incurred by us on stamp duty (if any)

By Member:

1) In case the Member is not satisfied with the terms and conditions specified in the Certificate of Insurance, he/she has the option of returning the Certificate of Insurance to us stating the reasons thereof, within 30 days from the date of receipt of the Certificate of Insurance, as per IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.

2) On receipt of the letter along with the Certificate of Insurance, we shall arrange to refund the premium, subject to deduction of the proportionate risk premium for period on Cover plus the expenses incurred by us on stamp duty (if any)

For administrative purposes, all Free-Look requests should be registered by Master Policyholder, on behalf of Member.

**2. Termination of Cover**

Cover for the Member (Single life) and Members (Joint life) shall terminate on earliest of:

- death of Member, in case of Single life Cover
- earliest death of either of the Members, in case of Joint life Cover
- Upon settlement of surrender of the Policy
- expiry of Base Cover Term
- date of payment of free look cancellation amount
- Upon settlement of claim on account of accelerated benefit, where Base Sum Assured is same as accelerated benefit

**3. Termination of Policy by Master Policyholder**

The Policyholder can terminate the policy anytime after the inception of the Policy with a 30 days notice. When the policyholder exercises the option to terminate the Policy the scheme would be discontinued for both existing and new Members (except for those Members that choose to continue their Cover). Surrender of the Policy as defined in the Certificate of Insurance will be paid. Policyholder can discontinue addition of new Members to the policy by giving 30 days prior written notice. However, the Policy and Cover of existing Members will continue.

**4. Addition of Member**

The Master Policyholder can choose to add new Members by paying the single premium for the Cover term. The Master Policyholder should inform ABSLI with the list of new joiners and the risk commencement date will be as per the scheme rules. In case of inadequate premium, the Cover will begin from the date of receipt of the full premium. We will have right to discontinue addition of new Members by giving a notice of 30 days to Policyholder of this effect.

**5. Continuation of Cover**

The Member has the option to continue the Cover for the unexpired Cover Term in case of prepayment of the loan; provided all the premiums have been paid and the Member provide request of continuance of Cover to the Policyholder. If the Member does not opt for continuation, the Cover will cease from date of repayment/foreclosure of the loan and surrender benefit if any will be paid.

Member has the option to continue their Cover in the event the master policyholder has surrendered the policy.

**6. Policy Loan**

This Policy does not offer policy loan facility.

SAMPLE

Not Applicable (as it is not a unit linked plan)

SAMPLE

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**GENERAL PROVISIONS**

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**1. Contract**

Your Contract includes this policy document, the application for the Policy and any amendments agreed upon in writing after the Policy is issued. The contract also includes declarations given by the Master Policyholder and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the Contract. Only our authorized officers can agree to any change in the Contract and then only in writing.

This Contract does not provide for participation in the distribution of profits or surplus declared by the Insurer.

All the communication/ documents including the Policy document will be sent and issued in electronic form unless a specific request is received from You to issue the Policy Document in physical form.. It shall be Your responsibility to confirm your address, email ID, mobile no (contact information) or update any change in such contact information.

For more details on E-Insurance Policy, please visit Our website or contact Our Relationship Manager.

**2. Currency and Place of Payment**

All payments to or by us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India.

Indian Rupee (INR) is the currency of this policy. We will make or accept payments relating to this policy at any of our offices in India or such other locations as determined by us from time to time.

**3. Underwriting and Place of Medical Examination**

The eligible Member has to complete the requirements necessary for the underwriting process within prescribed timelines set by ABSLI.

The cost of required medical tests will be borne by the ABSLI if all the medical tests are carried out through our empanelled medical service providers.

**4. Assignment**

Assignment will be governed as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.

For more details on the assignment, please refer to **Annexure A**.

**5. Nomination**

Nomination will be governed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

For more details on the nomination, please refer to **Annexure B**.

**6. Claim Procedures**

The Policyholder should notify the claim with proof of claim to the 'Claims Department' at ABSLI at the nearest Aditya Birla Sun Life Insurance Company Limited or to the Claims Department at "[BSLI.Notificationclaims@adityabirlacapital.com](mailto:BSLI.Notificationclaims@adityabirlacapital.com)", and the claim documents to be simultaneously sent at the registered office or any branch of the ABSLI or at Aditya Birla Sun Life Insurance Company Limited, G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601..

We will be able to proceed with the claim intimation request only on receipt of the following mandatory claim documents:



**For Death Claim :**

- In force Certificate of Insurance, issued at the inception of the Cover
- Copy of Death Certificate issued by Municipal Authority / Gram Panchayat of the Member duly attested by Master Policyholder ,
- Death Claim Form filled by the Master Policyholder,
- Claimant's statement to be filled by the nominee of the Member
- Credit Account Statement
- Outstanding Loan Account Statement
- KYC of Beneficiary and KYC establishing relationship with Member
- Cancelled Cheque/Copy of Passbook detailing Account information for Electronic payment,
- Medical attendant's Certificate with all the medical reports,

Additional Requirements: (Claims within 3 years from date of issue/Revival)

- Hospital or treatment records, if any (Self attested copy)
- Employer's Certificate, if applicable

In case of Unnatural / Accidental Death following additional requirements shall be called for, copies of which need to be attested with seal and signature of the Policyholder.

- a) Copies of FIR (b) Post Mortem Report (c) Police Inquest Report (d) News Paper Cutting, if any.

**For Critical Illness :**

- Attending Physician's Certificate for Critical Illness,
- Critical Illness Claim Form,
- Critical Illness Claimant Statement Form,

**For TPD Claim :**

- Certificate By Employer,
- Claimants Statement For Disability Claim,
- Continuous Disability Statement,
- Medical Certificate For Disability,
- PMA For Disability Claims,

ABSLI may request additional information or requirement to support a proof of claim along with proof of death. If the information or requirements are not provided, benefits will not be payable till such information or requirements are received. However, ABSLI may waive any requirement in its sole discretion on such terms and conditions, as it deems appropriate.

More details on the Turn Around Time (TAT) for claims settlement and brief procedure can be found on <https://lifeinsurance.adityabirlacapital.com/customer-service/service-tats>. For any further queries, You can call us at our toll free no. 1800 270 7000 or email us at Aditya Birla Capital - Life Insurance [BSLI.Notificationclaims@adityabirlacapital.com](mailto:BSLI.Notificationclaims@adityabirlacapital.com) . The link for downloading claim form and list of documents required is <https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim/claim-forms-and-downloads>.

**Claims payment for financial institution:**

In case of lender borrower schemes through financial institution , the Outstanding Loan amount, if any for which the cover was taken shall be payable to You, the Master Policyholder with prior authorisation from the Member at

inception, out of the total Death Benefit otherwise payable to the Nominee. Any residual benefit shall be paid to the Nominee or Beneficiary, as applicable.

**Claims in case of entities other than financial institution:**

In case of lender borrower schemes under entities other than financial institution, the Death Benefit shall be payable to the Nominee, in the event of the Member's death.

**7. Policy Servicing**

All servicing related requests should be in writing and delivered to Us through any of the following modes:

- You can email us at [absli.grouphelpline@adityabirlacapital.com](mailto:absli.grouphelpline@adityabirlacapital.com)
- Visit Our nearest Branch Office

More details on the Turn Around Time (TAT) for processing any servicing related request can be found on <https://lifeinsurance.adityabirlacapital.com/customer-service/service-tats>. The link for downloading applicable forms and list of documents for servicing related request is <https://lifeinsurance.adityabirlacapital.com/group-insurance-policy>. For any further assistance that You may require, You can call us at our toll free no. 1800 270 7000.

**8. Suicide Exclusion**

In case of death due to suicide within 12 months from the date of commencement of risk under the policy, the nominee or beneficiary of the assured life/member shall be entitled to 100% of the premiums (excluding underwriting extra premium and applicable taxes) paid with respect to assured life, provided the Cover is in force.

**9. Taxation**

The income tax on your policy will be as per prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. As per the applicable laws and any amendments made thereto from time to time, we reserve the right to:

- deduct or withhold tax as the case may be; and
- recover levies, taxes, cesses and duties including but not limited to Goods and Service Tax (GST) from you or adjust the same from the amounts paid by you or accrued or payable to you under the Policy.

**10. Fraud and Mis-statement**

As per provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. For more details on Section 45 of the Insurance Act, 1938 please refer to **Annexure C**.

**11. Governing Laws**

This policy shall be interpreted in accordance with and governed by the laws of India and only competent courts at the place of issue of this policy shall have jurisdiction to entertain legal action.

**12. Electronic Transactions**

You will comply with all the terms and conditions with respect to all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centre, tele-service operations or by other means of telecommunication established by Us or on Our behalf, for and in respect of the Policy or services, which will constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities.

**13. Legislative Changes**

The terms and conditions under this Policy including the premiums and benefits payable are subject to variation in accordance with the applicable laws and regulations.

### **Grievance or Complaint**

You may register your grievance or complaint with any of our nearest branches or with our **Grievance Officer** at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd., at G-Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also lodge your grievance or complaint with any of our nearest branches or call our toll free no. 1-800-270-7000 or email: [care.lifeinsurance@adityabirlacapital.com](mailto:care.lifeinsurance@adityabirlacapital.com)

In case you are dissatisfied with the decision of the above office or have not received any response within 07 days, you may contact **Head Service Assurance** at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd., at G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 (Timings: Daily 10 a.m. to 7 p.m.) or Whatsapp no.: 8828800040 or email: [Grievance.lifeinsurance@adityabirlacapital.com](mailto:Grievance.lifeinsurance@adityabirlacapital.com)

The complaint should be made in writing duly signed or through email by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant.

For senior citizens, We provide priority redressal of grievances and complaints. Please email Us at: [ABSLI.SeniorcitizenLifeinsurance@adityabirlacapital.com](mailto:ABSLI.SeniorcitizenLifeinsurance@adityabirlacapital.com)

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:

Bima Bharosa Shikayat Nivaran Kendra

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register your complaint online at

<https://bimabharosa.irdai.gov.in>

By Phone : 155255 or 1800 4254 732

Address for communication for complaints by fax/paper:

Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell Insurance Regulatory and Development Authority of India,  
4<sup>th</sup> Floor, Sy No. 115/1, Financial District,  
Nanakramguda, Gachibowli, Hyderabad – 500032  
Ph: (040) 20204000

### **Insurance Ombudsman**

In case you are dissatisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman located nearest to you. The details of the existing offices of the Insurance Ombudsman are provided in Appendix-I below. You are requested to visit <http://www.cioins.co.in/Ombudsman> for updated details.

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

- a) Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
- b) Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- c) Disputes over premium paid or payable in terms of insurance policy;

- d) Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- e) Legal construction of insurance policies insofar as the dispute relates to claim;
- f) Policy servicing related grievances against insurers and their agents and intermediaries;
- g) Issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- h) Non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
- i) Any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, insofar as such matter relates to issues referred to in clauses (a) to (h)

As per provision 14(3) of the Insurance Ombudsman Rules 2017, the complaint to the Ombudsman can be made only if:

- (a) the complainant has made a representation in writing or through electronic mail or online through website of the insurer named in the complaint and
  - (i) either the insurer had rejected the complaint; or
  - (ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or
  - (iii) the complainant is not satisfied with the reply given to him by the insurer;
- (b) The complaint is made within one year
  - (i) after the order of the insurer rejecting the representation is received; or
  - (ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
- (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant.

#### **Risk Factors / Disclaimers**

This policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI) and is a non participating group credit life insurance plan. All terms & conditions are fully guaranteed throughout the policy term. ABSLI reserves the right to recover levies such as GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you.

Tax benefits are subject to changes in the tax laws.

**NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY DOCUMENT, THE PROVISIONS HEREIN SHALL STAND ALTERED, AMENDED, MODIFIED OR SUPERCEDED TO SUCH EXTENT AND IN SUCH MANNER AS MAY BE REQUIRED BY ANY CHANGE IN THE APPLICABLE LAW (INCLUDING BUT NOT LIMITED TO ANY REGULATIONS MADE OR DIRECTIONS / INSTRUCTIONS OR GUIDELINES ISSUED BY THE IRDAI) OR ANY OTHER COMPETENT AUTHORITY OR AS MAY BE NECESSARY UNDER A JUDGEMENT OR ORDER /DIRECTION/ INSTRUCTION OF A COURT OF LAW.**

**\*Appendix-I: List of Ombudsman**

Office Details	Jurisdiction of Office (Union Territory, District)
<p><b>AHMEDABAD - Shri Collu Vikas Rao</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU – Shri Vipin Anand</b>  Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL – Shri R M Singh</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 – 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a></p>	<p>Madhya Pradesh Chattisgarh.</p>
<p><b>BHUBANESHWAR - Shri Manoj Kumar Parida</b> Office of the Insurance Ombudsman,  62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 – 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a></p>	<p>Odisha</p>
<p><b>CHANDIGARH - Shri Atul Jerath</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 – 2708274  Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a></p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI - Shri Somnath Ghosh</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 – 24333664  Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a></p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>

Office Details	Jurisdiction of Office (Union Territory, District)
<p>DELHI - Ms. Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504</p> <p>Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi &amp; Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p>GUWAHATI - Shri Somnath Ghosh Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Shri N Sankaran Office of the Insurance Ombudsman,  6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 – 23376599</p> <p>Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR – Shri Rajiv Dutt Sharma Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363</p> <p>Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>KOCHI - Shri G. Radhakrishnan Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 – 2359336 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>KOLKATA - Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 – 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p>LUCKNOW -- Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj,</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh,</p>

Office Details	Jurisdiction of Office (Union Territory, District)
Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@cioins.co.in	Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI – Mr. Vipin Anand Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 – 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Bimbardhar Pradhan Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Ms Susmita Mukherjee Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Shri Sunil Jain Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

\*For updated list of Ombudsman please refer to the website at <http://www.cioins.co.in/Ombudsman>

## ANNEXURE A

### 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 by the Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.

3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer 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
    - i. the proceeds under the policy shall become payable to policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policy. Such conditional assignee will not be entitled to obtain a loan on policy or Surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or Surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

***[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]***



## ANNEXURE B

### **Section 39 - Nomination by Policyholder**

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

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

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after the Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

***[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]***

SAMPLE

#### **ANNEXURE C**

***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 by the Insurance Laws (Amendment) Act, 2015 are as follows:

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

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of Life Insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

*[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]*

SAMPLE

**ANNEXURE D  
Exclusions**

**For Accelerated Critical Illness (ACI) benefit –**

No ACI benefit will be payable in respect of any listed condition arising directly or indirectly from, though, in consequence of or aggravated by any of the following:

- **“Pre-Existing Disease”** is defined as any condition, ailment, disease or injury: Pre-Existing Disease or conditions connected to a Pre-Existing Disease will be excluded. Pre-existing Disease means any condition, ailment, injury or disease:
  - a) that is/are diagnosed by a physician within 36 months prior to the effective date of the cover issued by us or
  - b) for which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the cover issued by us.
- Existence of any Sexually Transmitted Disease (STD) and its related complications
- Self-inflicted injury, suicide, insanity and deliberate participation of the Member in an illegal or criminal act with criminal intent.
- Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified medical practitioner.
- War – whether declared or not, civil commotion, breach of law with criminal intent, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or wilful participation in acts of violence.
- Aviation other than as a fare paying passenger or crew in a commercial licensed aircraft.
- Taking part in any act of a criminal nature with criminal intent.
- Treatment for injury or illness caused by avocations / activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.
- Radioactive contamination due to nuclear accident.
- Failure to seek or follow medical advice, the Member has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this policy.
- Any treatment of a donor for the replacement of an organ.
- Any illness due to a congenital defect or disease which has manifested or was diagnosed before the Insured attains aged 17.

#### **For Accidental Total and Permanent Disability (ATPD) Benefit –**

ATPD should not be caused by the following:

- Attempted suicide or self-inflicted injuries while sane or insane, or whilst the Member is under the influence of any narcotic substance or drug or intoxicating liquor except under the direction of a medical practitioner; or
- Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route; or
- Participation of the insured person in a criminal, illegal activity or unlawful act with criminal intent; or
- War, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion, strikes. War means any war whether declared or not.  
Engaging in hazardous sports or pastimes, e.g. taking part in (or practicing for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off piste skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport.

#### **For Accidental Death Benefit -**

Provided that no Accidental death benefit shall be payable if Accidental death is directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:

- Death as a result of any disease or infection other than directly linked with an accident
- Suicide, attempted suicide or self-inflicted injury
- Participation of the insured person in a criminal, illegal activity or unlawful act with criminal intent

- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than Member.
- Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- Engaging in or taking part in hazardous sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee jumping.
- War, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion, strikes. War means any war whether declared or not.
- Service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order.
- Accident occurring while or because the Insured is under the influence of Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.

SAMPLE