# Policy Document - Terms and Conditions of your policy

#### ICICI Pru Non-Linked Waiver of Premium Rider

A Non-Linked Non-Participating Individual Health Insurance Rider

#### PART-B

#### **Definitions**

1. Accident means sudden, unforeseen, and involuntary event caused by external, visible and violent means. 2. Accidental death means death by or due to a bodily injury caused by an Accident, independent of all other causes of death, 3, Age means the age of the Life Assured named under the WoP rider in completed years as on date of commencement of risk of policy. 4. Annualized Premium shall be the premium amount payable in a year for the base policy / any subsisting rider(s), excluding taxes, underwriting extra premiums, and loading for modal premiums, if any. 5. Annualized Underwriting Extra Premium shall be the underwriting extra premium amount payable in a year for the base policy / any subsisting rider(s), excluding taxes and loading for modal premiums, if any, 6, Base Policy means the underlying base policy to which this Rider policy is attached to. 7. Base Policy Anniversary means annual anniversary of the date of commencement of risk of the base policy. 8. Claimant means the person who registers the claim with the Company and includes, the nominee, you/policyholder, the legal heir, the legal representative(s) or the holder(s) of succession certificate as the case may be. 9. Contingent Event means the event on the occurrence of which the benefits become applicable under this Rider. The contingent event will depend upon the Benefit Option chosen. 10. Date of Commencement of Risk is later of Rider Issue Date or Rider Acceptance Date. 11. Date of Maturity means the date specified in the Rider Schedule on which the term of the Benefit Option(s) ends and cover under the Rider(s) ceases to exist. 12. Distance Mode means every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person. 13. Free look period is the period of 15 days (30 days if the Rider is an electronic policy and is purchased through Distance Mode) from the date of receipt of the Rider Document by the Policyholder to review the terms and conditions of this policy and where the Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this rider as detailed in Part D of this Policy Document. 14. Grace period means the time granted by Us commencing from the due date for the payment of premium, without any penalty/ late fee, during which time the Rider continues with risk cover without interruption, as per the terms of the Rider. 15. 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. 16. Life assured means the person named in the Rider Schedule on whose life the Rider has been issued. 17. Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription. 18. Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. The Medical Practitioner should neither be the insured person(s) himself nor related to the insured person(s) by blood or marriage, nor share the same residence as the Insured Person. 19. Regular Pay means premiums need to be paid regularly for the entire Rider term. 20. Rider Acceptance Date means the date as specified in the Rider Schedule from which this Rider was effected. 21. Rider Issue Date means the date as specified in the Rider Schedule. 22. Rider Term means the period in complete years during which risk cover in respect of the chosen benefit option is in effect and is as mentioned in your Rider Schedule. 23. Rider Schedule means the Rider Schedule forming part of the Rider document. 24. Subsisting Riders means the riders taken along with Your Base Policy to which this Waiver of Premium Rider has been attached.  $\bf 25. \ Sum \ Assured$  shall be equal to the sum of the Annualized Premium and the corresponding Annualized Underwriting Extra Premiums (if any) of the Base Policyor the subsisting other rider(s) as applicable. The Sum Assured has been specified in the Rider Schedule. 26. Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a Medical Practitioner. 27. You or Your means the Policyholder of the Rider policy at any point of time. 28. We or Us or Our or Company means ICICI Prudential Life Insurance Company Limited.

### PART-C

### A. Benefits:

1. This Waiver of Premium (WoP) rider offers coverage in the form of following benefit options: a. Life option. b. Health option c. Life & Health option. 2. The Benefit Option applicable to Your Rider is as chosen by You and mentioned in the Rider Schedule. The WoP Rider Benefit as defined below will be applicable once any of

the contingent events mentioned under the chosen benefit option is triggered. You can opt for only one of the benefit options. Benefit Option once selected cannot be changed later. 3. This WoP Rider can be attached to Your Base Policy or other Subsisting rider(s) if any. The attachment applicable to Your rider is as mentioned in the Rider Schedule. Depending on the manner of attachment, the following benefit is applicable on the occurrence of the contingent event, as mentioned under the chosen Benefit Option: a. If attached with the Base Policy: all future premiums payable under the Base policy including any Underwriting Extra Premiums will be waived off; b. If attached with Subsisting Rider(s) if any: all future premiums payable under the subsisting rider(s) including any Underwriting Extra Premiums shall be waived off. 4. In case the WoP rider is attached to cover multiple Subsisting Riders, the above rider benefit will be applicable for each of those riders individually. 5. The description of each of the Benefit Options available under this WoP rider is as mentioned below: a. Life option: Under this option, the Rider Benefit will be applicable in the event of earlier of death or terminal illness of the Life Assured named under the WoP rider. A Life Assured 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 medical practitioners registered with the Indian Medical Association and approved by the Company. The Company reserves the right for an independent assessment of the health of Life Assured. b. Health option: Under this option, Rider Benefit will be applicable, in the event of the Life Assured named under the WoP rider having suffered from Accidental Total and Permanent Disability or being diagnosed with any of the covered Critical Illnesses, whichever happens first. The terms and conditions applicable for Accidental and Total Permanent Disability and Critical Illness (CI) are as mentioned below: i. Accidental Total and Permanent Disability (ATPD): The Rider Benefit will be applicable if the Life Assured named under the WoP rider has become totally, continuously and permanently disabled as a result of an Accident i.e Accidental Total Permanent Disability and should mandatorily satisfy at least one condition outlined within the following three conditions: Condition 1: The Life Assured named under the WoP rider suffers any of the following disabilities due to an Injury/ Accident due to which there is total and irrecoverable disability: • Loss of Use of at least two limbs • Loss of Sight of both eyes • Loss of hearing and loss of speech • Loss of Use of four fingers and Thumb of both hands • Loss of Use of one limb and sight of one eye • Loss of Use of one limb and hearing • Loss of Use of one limb and speech • Loss of sight of one eye and speech • Loss of sight of one eye and hearing • Loss by severance of two or more limbs at or above wrists or ankles • Loss by severance of four Fingers and Thumb of both hands • Loss by severance of one limb and sight of one eye • Loss by severance of one limb and hearing • Loss by severance of one limb and speech. The loss of sight, loss of hearing and loss of speech are defined as follows: 1. Loss of sight means total, permanent and irreversible loss of all vision in at least one eye as a result of accident. a. The Blindness is evidenced by: i. Corrected visual acuity being 3/60 or less in at least one eye or; ii. The field of vision being less than 10 degrees in at least one eye; and b. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure. 2. Loss of hearing means total and irreversible loss of hearing in both ears as a result of accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears. 3. Loss of speech means total and irrecoverable loss of the ability to speak as a result of injury to the vocal cords due to an accident . 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. Or, Condition 2: The Life Assured named under the WoP rider must be totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit. Or, Condition 3: The Life Assured named under the WoP rider must be unable to perform (whether gided or ungided) at least 3 of the following 6 "Activities of Daily Work": a. Mobility: The ability to walk a distance of 200 meters on flat ground. b. 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. c. Climbing: The ability to climb up a flight of 12 stairs and down again, using the handrail if needed. d. 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. e. Writing: The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard. f. 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. ii. In addition to the aforementioned Conditions, in order for the Rider Benefit to be applicable for Accidental Total Permanent Disability following additional conditions shall have to be satisfied: a) Accidental Total Permanent Disability must be caused within 180 days from the date of Accident. Accidental Total and Permanent Disability will be applicable if the Accident occurs within the Rider Term set under the benefit option, but disability occurs beyond the Rider Term (however within 180 days from date of the Accident). b) The disabilities as stated above must have continuously lasted, without interruption, for at least 180 days and must in the opinion of a medical practitioner, be deemed permanent. These disabilities, as stated above, must also be verified by a Medical Practitioner appointed by the company. However, for the disabilities mentioned in condition 1 under sub points j to n (i.e., physical severance), such 180 days period would not be applicable. c) The Company shall not be liable to pay the benefit, in the event of the Accidental Total and Permanent Disability of the Life Assured named under the WoP rider occurs after 180 days from the date of Accident. d) The WoP rider must be in force at the time of Accident. iii. Critical Illness (CI): The Rider Benefit will be applicable on the Life Assured named under the WoP rider being diagnosed with any of the covered critical illnesses within the rider term by a Medical Practitioner. List of CIs covered are as follows: • Cancer of Specified Severity • Myocardial Infarction or First Heart Attack of Specified Severity • Open Chest CABG • Stroke resulting in permanent symptoms. • Kidney Failure Requiring Regular Dialysis • Major Organ/ Bone Marrow Transplant • Multiple Sclerosis with Persisting Symptoms • Alzheimer's Disease • Heart Valve Surgery (Open Heart Replacement or Repair of Heart Valves) • Apallic Syndrome • Benign Brain Tumour • Brain Surgery • Coma of Specified Severity • Major Head Trauma • Major Burns. The definitions of critical illnesses covered are mentioned in Appendix I. Please refer to Clause B below for exclusions and conditions applicable. c. Life & Health option: Under this Option, the Rider benefit will be applicable on the first occurrence of the event of: Earlier of Death or Terminal Illness of the Life Assured named under the WoP rider. Or, In the event of Accidental Total and Permanent Disability of the Life Assured named under the WoP rider, Or, On the Life Assured named under the WoP rider being diagnosed with any of the covered Critical Illnesses. All definitions, terms & conditions with respect to Terminal Illness, Accidental Total and Permanent Disability and Critical Illnesses as mentioned under Life option and the Health option above are applicable for the Life & Health option as well.

# B. Exclusions

1. For Accidental Total Permanent Disability (applicable under Health option and Life & Health option), following exclusions shall apply: a. Disability arising out of a Pre-existing Disease or any complication arising therefrom. Pre-existing Disease means any condition, aliment, injury or disease: i. That is/are diagnosed by a physician within 48 months prior to the date of commencement of risk of the benefit option issued or its date of reinstatement; or ii. For which medical advice or treatment was recommended by, or received from, a Physician within 48 months Prior to the date of commencement of risk of the benefit option issued or its date of reinstatement. Coverage under this Rider after the expiry of 48 months for any preexisting disease is subject to the same being declared at the time of application and specifically accepted by the Company. b. Disability caused due to attempted suicide, intentional self-inflicted injury or acts of self-destruction. c. Disability caused due to any congenital external diseases, defects, or anomalies or in consequence thereof. d. Disability caused by or arising from bacterial / viral infections (except pyogenic infection which occurs through an Accidental cut or wound) e. Disability arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, riot, public defense, rebellion, revolution, insurrection, military or usurped power, f. Disability caused by treatment directly arising from or consequent upon any Life Assured named under the WoP rider committing or attempting to commit a breach of law with criminal intent. q. Disability caused by 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. h. Disability caused by participation of the Life Assured named under the WoP rider in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable. i. Disability of the Life Assured named under the WoP rider whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation. j. Disability caused by engaging in hazardous sports / pastimes, i.e., 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. k. Disability arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form)

or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack. i. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement or death. ii. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement or death. I. Certification by a Medical Practitioner who is either the insured person(s) himself or related to the insured person(s) by blood or marriage or shares the same residence as the Life Assured.

2. Exclusions for Critical Illness cover (applicable for Health option and Life & Health option): The Rider Benefit shall not be applicable for any listed Critical Illness conditions arising directly or indirectly from, though, in consequence of or aggravated by any of the following: a) Pre-Existing Diseases or conditions connected to a Pre-Existing Condition will be excluded. Pre-existing Disease means any condition, ailment, injury or disease: i. that is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the Company or its reinstatement or ii. For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement, b) Existence of any Sexually Transmitted Disease (STD) and its related complications. c) Self-inflicted injury, suicide, insanity and deliberate participation of the Life Assured in an illegal or criminal act with criminal intent. d) Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified Medical Practitioner. e) 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 willful participation in acts of violence. f) Aviation other than as a fare paying passenger or crew in a commercial licensed aircraft. g) Taking part in any act of a criminal nature with criminal intent. h) 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. i) Radioactive contamination due to nuclear accident. j) Failure to seek or follow medical advice, the Life assured named under the WoP rider has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this policy. k) Any treatment of a donor for the replacement of an organ. I) Any illness due to a congenital defect or disease which has manifested or was diagnosed before the Insured attains aged 17.

3. Suicide This clause is applicable for Life option and Life & Health option. In case of death of the Life Assured named under the WoP Rider whether sane or insane, due to suicide within 12 months: i. from the Date of Commencement of Risk of the WoP Rider, the Claimant shall be entitled to higher of 80% of the total rider premiums paid till the date of death or surrender value as available on date of death, provided the Rider is in force or ii. from the date of revival of the WoP rider the Claimant shall be entitled to an amount which is higher of 80% of the total rider premiums paid till the date of death or the surrender value as available on the date of death. On payment of this all rights, benefits and interests under the WoP Rider will stand extinguished.

# C. Waiting Period:

Waiting period is applicable for CI Benefit (under Health and Life & Health options):

a. The benefit shall not apply in respect of any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted during the first six months from the Date of Commencement of Risk or 3 months from the Rider revival date where the WoP rider has lapsed for more than 3 months. b. No waiting period applies where Critical Illness is due to Accident.

## D. Premium Payment

1. You are required to pay premiums for the entire premium payment term on the due dates and for the amount mentioned in the Rider Schedule. 2. Premiums under the Rider can be paid in the frequency (yearly, half-yearly or monthly) as chosen by You under the Base Policy. 3. For monthly and half-yearly modes of premium payments, additional loadings will be applied to the base premium and the extra mortality premium. The additional loadings, expressed as a percentage of the annual premium will be as given below:

Mode of Premium	Loading (% of Annual
Payment	Premium)
Yearly	0%
Half-yearly	5.1%
Monthly	9.2%

4. If any premium instalment for the WoP rider along with the Base Policy and any applicable other Subsisting Rider(s) is not paid within the Grace Period, then the WoP Rider shall lapse and the benefit will cease. 5. You may pay premium through any of the following modes, as selected for the Base Policy: a. Cheque b. Demand Draft c. Pay Order d. Banker's cheque e. Internet facility as approved by us from time to time f. Electronic Clearing System/Direct Debit g. Credit or Debit cards held in your name h. any other mode, subject to applicable laws and Company's internal policies 6. Amount and modalities will be subject to our rules and relevant legislation or regulation. 7. Any payment made towards first or renewal premium is deemed to be received by Us only when it is received at any of Our branch offices or authorized collection points and after an official printed/digital receipt is issued by Us. 9. No person or individual or entity is authorized to collect cash or self-cheque or begrer cheque or vide electronic payments on Our behalf, 10. Cheque or demand drafts must be drawn only in favour of ICICI Prudential Life Insurance Company Limited. 11. Please ensure that You mention the proposal number for the first premium deposit and the Base Policy number for the renewal premiums on the cheque or demand draft. 12. Where Premiums have been remitted, the application of the Premiums received will be conditional on the realization of the proceeds of the instrument of payment, including electronic mode. 13. If You suspend payment of premium for any reason whatsoever, We will not be held liable. In such an event, benefits, if any, will be available only in accordance with the Policy terms and conditions.

E. Change of Premium Payment Frequency Any change in premium payment frequency will be allowed during the Premium Payment Term only on Base Policy Anniversary and subject to the premium payment frequency of the WoP Rider being same as that of the Base Policy and other Subsisting Rider(s).

#### F. Grace Period

The grace period for payment of premium is 15 days for monthly mode of premium payment and 30 days for other frequencies of premium payment, commencing from the premium due date. The cover continues within the grace period. In case the insured event occurs during this period, the benefit applicability will be subject to terms and conditions as outlined in Clauses A and B above.

#### G. Advance Premium

Collection of advance premium is allowed provided the advance premium is collected within the same financial year and advance premium for base policy is also collected for the same duration. However, where the premium due in one financial year is being collected in advance in earlier financial year, we may collect the same for a maximum period of three months in advance from the due date of the premium. The premium so collected in advance shall only be adjusted on the due date of the premium.

# PART - D

1. Free look Period (15 / 30 days refund policy) You have the option to review the WoP rider following receipt of the rider document. If You are not satisfied with the terms and conditions of the Rider, the WoP rider document needs to be returned to Us with reasons for cancellation within: • 15 days from the date of receipt of the WoP rider document. 30 days from the date of receipt of the WoP rider document, in case of electronic policies or policies sourced through Distance Mode. Distance Mode means every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person. On cancellation of the WoP rider during the free look period, We will return the premium paid towards the Rider subject to the deduction of: • Stamp duty under the rider, • Expenses borne by the Company on medical examination, if any • Proportionate risk premium for the period of cover. The WoP rider will terminate on payment of this amount and all rights, benefits and interests under this Rider will stand extinguished. The WoP rider can be terminated during the Free look period either on its own or along with its Base Policy. In case the base policy is cancelled within Free look period, the WoP rider will also be automatically cancelled.

### G. Loans:

We will not provide loans under this Rider.

### H. Revival:

The WoP Rider along with the base policy / other subsisting rider which has discontinued payment of premium may be revived subject to underwriting and the following conditions: • Where the request for revival has been received for the WoP rider along with the base policy / other subsisting rider to which the WoP rider is attached • The revival period applicable for WoP rider will be same as the revival period applicable to the base policy / other subsisting rider from the due date of the first unpaid premium and before the termination date of the WoP rider. Revival will be based on the prevailing Board approved underwriting policy. • The Policyholder furnishes, at his/her own expense, satisfactory evidence of health of the Life

Assured named under the WoP rider, if required by the prevailing Board approved underwriting policy. • The arrears of premiums together with interest at such rate as the Company may charge for late payment of premiums are paid. Revival interest rate will be the same as applicable for revival of base policy. On revival of the WoP Rider along with the Base Policy / other subsisting rider, the benefits under the WoP rider will be restored to applicable benefit as at date of revival, provided the base policy / other subsisting rider(s) is revived along with the WoP rider and request for revival is received within the Rider Term. The revival of the WoP rider may be on terms different from those applicable to the rider before premiums were discontinued; for example, extra mortality/morbidity premiums or charges may be applicable. The revival will take effect only if it is specifically communicated by the Company to the Policyholder. The Company reserves the right to refuse to revive the rider. Any change in revival conditions will be disclosed to policyholders.

#### I. Cancellation:

The WoP rider shall be terminated by Us on the occurrence of any of the below mentioned conditions: I When the Base Policy / other subsisting rider(s) to which the WoP Rider is attached terminates upon payment of death / rider contingent benefit due to any reason whatsoever ii) When the coverage under the Base Policy / other subsisting rider to which the WoP Rider is attached expires due to cancellation or surrender or termination of the Base Policy / other subsisting rider due to any other reason iii) When the WoP rider along with the Base Policy / other subsisting rider has not been revived within the revival period iv) When the coverage under the Base Policy / other subsisting rider to which the WoP rider is attached lapses on account of non-payment of premiums and has not been revived within the Rider Term or policy period. v) Upon expiry of the WoP Rder term i.e., on date of maturity vi) On cancellation of the WoP Rider by the Company for any reason whatsoever vii) On payment of free look cancellation proceeds. viii. On assignment of the Base policy or Subsisting Riders.

J. In case of any contradiction between the terms and conditions of the Base Policy Document and this Rider Document, then: (i) For the benefits applicable under the Rider Benefit Options, the Rider Terms and Conditions shall prevail; and (ii) For the benefits payable under the Base Policy and Subsisting Rider(s), the Base Policy and Subsisting Rider terms and conditions shall prevail.

### PARTE:

Rider premium is levied in addition to premium for Base Policy and no Rider charge would be deducted.

### PART-F

### **General Conditions**

- 1. Age We have calculated the premiums under the Rider on the basis of the Age of the Life Assured as declared by You in the proposal form. In case if the age proof of the Life Assured was not submitted at the time of proposal, You will be required to submit such an Age proof of the Life Assured acceptable to Us, and have the Age admitted. If the Age of the Life Assured has been misstated, We will take one of the following actions: (i) If the Correct Age of the Life Assured makes him ineligible for this rider, We will cancel the rider and refund the premiums paid (without interest) under the rider provided no claim has been made. The rider will terminate on the said payment. (ii) If the Correct Age of the Life Assured makes him eligible for this rider, revised Premium depending upon the Correct Age will be payable. Difference of premium will be collected with interest, if age declared is higher and excess premium collected will be refunded without interest, if age is found to be lower. The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.
- 2. Nomination Nomination under the Policy will be governed by Section 39 of the Insurance Act, 1938 as amended from time to time. Details of nomination will be as mentioned for the Base Policy. Please refer to Appendix II for details on this section.
- 3. Incontestability Incontestability will be as per Section 45 of the Insurance Act, 1938 as amended from time to time. Please refer to Appendix III for details on this
- 4. Misstatement & Fraud Misstatement and Fraud will be as per Section 45 of the Insurance Act, 1938 as amended from time to time. Please refer to Appendix III for details on this section. The Policy is subject to the terms and conditions as mentioned in the Policy document and is governed by the Laws of India.
- 5. Communication address Our communication address is: Address: Customer Service Desk ICICI Prudential Life Insurance Company Limited, Ground Floor & Upper Basement, Unit No. 1A & 2A, RahejaTipco Plaza, Rani Sati Marg, Malad (East), Mumbai- 400097 Maharashtra. Telephone: 1860 266 7766 Facsimile: 022 4205 8222 E-mail: lifeline@iciciprulife.com
  - We expect You to immediately inform Us about any change in Your address or contact details.
- **6. Electronic transactions** All transactions carried out by You through Internet, electronic, call centres, tele-service operations, computer, automated machines

network or through other means of communication will be valid and legally binding on Us as well as You. This will be subject to the relevant guidelines and terms and conditions as may be specified by Us.

- 7. Jurisdiction The Rider is subject to the terms and conditions as mentioned in the Rider document and is governed by the laws of India. Indian courts shall have exclusive jurisdiction over all differences or disputes arising in relation to this rider.
- 8. Legislative changes Tax Benefits may be applicable as per the prevailing tax laws.
- 9. Registration of claim: For processing a Death claim. We will require the following documents (as may be relevant): For natural deaths: a) Claimant's Statement b) Original Policy Document c) Death Certificate of the Life Assured issued by the local municipal authority d) Cancelled Cheque for processing electronic payment e) Claimant's Photo Identity proof and address proof, f) Medical cause of the death certificate issued by the last treating/ last attending doctor, if any. g) Medical records (Admission notes, Discharge Summary/Death summary, test reports etc., if any. h) Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the death. For unnatural deaths: a) Claimant's Statement b) Original Policy Document c) Death Certificate of the Life Assured issued by the local municipal authority d) Cancelled Cheque for processing electronic payment e) Claimant's photo Identity proof & address proof f) Post Mortem report & viscera/ chemical analysis report g) FIR report, final police investigation report, police panchnama/ Inquest report, driving license h) Any other documents or information as may be required by the company for processing of the claim depending on the cause of the death. For processing an Accidental Total and Permanent disability claim under this Rider, We will require the following documents (as may be relevant): a) Claimant's Statement b) Original Policy Certificate c) Claimant ID Proof d) Claimant's residence proof e) Certificate from Medical Practitioner f) Recent Photograph of LA g) PAN/form 60 h) EPM form with cancelled cheque i) Treating doctor's certificate giving exact duration, diagnosis, prognosis and treatment given post accident j) First and all consultation papers with all investigation reports, discharge summary, Indoor case papers, follow up papers since onset of accident. k) Current and previous medical records for last 5 years, if any. I) Certificate from employer. m) Income documents: Salary slip of last 6 months/ITR for last 3years/ Bank Statement of last 1 year giving income credit. n) Other Insurance policy Life/health/mediclaim with details of past

For processing a Critical Illness claim under this Rider, We will require the following documents (as may be relevant): • Claimant's Statement • Original Policy Certificate • Claimant ID Proof. • Claimant's residence proof • Recent Photograph of LA • PAN/form 60 • EPM form with cancelled cheque • Treating doctor's certificate giving exact duration, diagnosis, prognosis, and treatment given for critical illness • First and all consultation papers with all investigation reports, discharge summary, Indoor case papers, follow up papers since onset of critical illness. • Current and previous medical records for last 5 years, if any. • Other Insurance policy Life/health/mediclaim with details of past claims/ settlement letters.

We may ask for below requirements basis case to case Certificate from employer. Income documents: Salary slip of last 6 months/ITR for last 3 years/ Bank Statement of last 1 year giving income credit FIR or MLC copy.

For processing a Terminal Illness claim under this Rider, We will require the following documents (as may be relevant): a) Claimant's Statement b) Original Policy Certificate c) Claimant ID Proof. d) Claimant's residence proof e) Recent Photograph of LA f) PAN/form 60 g) EPM form with cancelled cheque h) Certificate from two independent medical practitioners giving life expectancy of life assured in view of terminal illness. i) First and all consultation papers with all investigation reports, discharge summary, Indoor case papers, follow up papers since onset of terminal illness. j) Current and previous medical records for last 5 years, if any. k) Other Insurance policy Life/health/mediclaim with details of past claims/ settlement letters. We may ask for below requirements basis case to case Certificate from employer. Income documents: Salary slip of last 6 months/ITR for last 3 years/Bank Statement of last 1 year giving income credit.

- 10. Issue of duplicate rider document We shall issue a duplicate of Rider document, on receipt of a written request for the same from You along with the necessary documents as may be required by Us and at such charges as may be applicable from time to time. The current charges for issuance of duplicate Rider document is ₹200. Free look option is not available on issue of duplicate rider document.
- 11. Amendment to Rider document Any variations, modifications or amendment of any terms of the Rider document shall be communicated to you in writing by an endorsement on the Rider document.

# PART - G

# $Policy\,Servicing\,and\,Grievance\,Handling\,Mechanism$

## 1. Customer service

For any clarification or assistance You may contact Our advisor or call Our customer service representative (between 10.00 a.m. to 7.00 p.m, Monday to

Saturday; excluding national holidays) on the numbers mentioned on the reverse of the Policy folder or on Our website: www.iciciprulife.com.

Alternatively, You may communicate with Us at any of our branches or the customer service desk whose details are mentioned in the Welcome Letter.

For updated contact details, We request You to regularly check Our website.

**i. Grievance Redressal Officer:** If You do not receive any resolution from Us or if You are not satisfied with Our resolution, You may get in touch with Our designated grievance redressal officer (GRO) at gro@iciciprulife.com or 1860 266 7766.

Address: ICICI Prudential Life Insurance Company Limited,

Ground Floor & Upper Basement,

Unit No. 1A & 2A, Raheja Tipco Plaza,

Rani Sati Marg, Malad (East),

Mumbai-400097.

The concerns of senior citizens will be resolved on priority ensuring there is a speedy disposal of the grievances.

For more details please refer to the "Grievance Redressal" section on www.iciciprulife.com.

**ii. Grievance Redressal Committee:** If You do not receive any resolution or if You are not satisfied with the resolution provided by the GRO, You may escalate the matter to Our internal grievance redressal committee at the address mentioned below: ICICI Prudential Life Insurance Co. Ltd.

Ground Floor & Upper Basement,

Unit No. 1A & 2A, RahejaTipco Plaza,

Rani Sati Marg, Malad (East), Mumbai-400097.

Maharashtra.

If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255 (or) 1800 4254 732

Email ID: complaints@irdai.gov.in

 $You \, can \, also \, register \, your \, complaint \, on line \, at \, \textbf{igms.irda.gov.in}$ 

 $Address for communication for complaints \, by \, fax/paper:$ 

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Survey No. 115/1, Financial District, Nanakramguda, Gachibowli,

Hyderabad, Telangana State – 500032.

Insurance Ombudsman: The Central Government has established an office of the Insurance Ombudsman for redressal of grievances with respect to life insurance policies. As per Insurance Ombudsman Rules, 2017 and Insurance Ombudsman (Amendment) Rules, 2021, the Ombudsman shall receive and consider complaints or alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds: a. delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999; b. any partial or total repudiation of claims by the life insurer, General insurer or the health insurer; c. disputes over premium paid or payable in terms of insurance policy; d. misrepresentation of policy terms and conditions at any time in the policy document or policy contract; e. legal construction of insurance policies in so far as the dispute relates to claim; f. policy servicing related grievances against insurers and their agents and intermediaries; g. issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer; h. non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and i. any other matter arising from non-observance of or nonadherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, quideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, in so far as such matter relates to issues referred to in clauses (a) to (h).

Manner in which complaint to be made: 1. Any person who has a grievance against an insurer or insurance broker, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer or the insurance broker, as the case may be complained against or the residential address or place of residence of the complainant is located. 2. The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer gaginst whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. 3. No complaint to the Insurance Ombudsman shall lie unless— a) the complainant has made a representation in writing or  $through\ electronic\ mail\ or\ online\ through\ website\ of\ the\ insurer\ or\ insurance\ broker$ concerned o the insurer named in the complaint and— i. either the insurer or

insurance broker, as the case may be had rejected the complaint; or ii. the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be received his representation; or iii. the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be; b) The complaint is made within one year— i. after the order of the insurer rejecting the representation is received; or ii. after receipt of decision of the insurer or insurance broker, as the case may be which is not to the satisfaction of the complainant; iii. after expiry of a period of one month from the date of sending the written representation to the insurer or insurance broker, as the case may be if the insurer or insurance broker, as the case may be named fails to furnish reply to the complainant. 4. The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer or insurance broker, as the case may be against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules. 5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator. 6. The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14.

The Ombudsman shall not award compensation exceeding more than Rupees Thirty Lakhs (including relevant expenses, if any). We have given below the details of the existing offices of the Insurance Ombudsman. We request You to regularly check our website at www.iciciprulife.com or the website of the IRDAI at www.irdai.gov.infor updated contact details.

- AHMEDABAD: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.:- 079 -25501201/02/05/06. Email: bimalokpal.ahmedabad@cioins.co.in Areas of Jurisdiction: Gujarat, Dadra & Nagar Haveli, Daman and Diu.
- 2. BENGALURU: Office of 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 No: 080 26652048 / 26652049. Email: bimalokpal.bengaluru@cioins.co.in Areas of Jurisdiction: Karnataka.
- 3. BHOPAL: Office of the Insurance Ombudsman, 1st floor of LIC Zonal Office Building, Jeevan Shikha, 60-B, Hoshangabad Road, (Opp. Gayatri Manddir), Bhopal 462 011. Tel.:- 0755 2769201 / 2769202. Email: bimalokpal.bhopal@cioins.co.in Areas of Jurisdiction: Madhya Pradesh, Chhattisaarh.
- **4. BHUBANESHWAR:** Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar 751 009. Tel.:- 0674 2596461 /2596455. Email: bimalokpal.bhubaneswar@cioins.co.in**Areas of Jurisdiction:** Odisha.
- 5. CHANDIGARH: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 D, Chandigarh 160 017. Tel.:- 0172 2706196 / 2706468. Email: bimalokpal.chandigarh@cioins.co.in Areas of Jurisdiction: Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
- 6. CHENNAI: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI 600 018. Tel.:- 044 24333668 / 24335284. Email: bimalokpal.chennai@cioins.co.in Areas of Jurisdiction: Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
- 7. DELHI: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi 110 002. Tel.:- 011 23232481/23213504. Email: bimalokpal.delhi@cioins.co.in Areas of Jurisdiction: Delhi & following Districts of Haryana Gurugram, Faridabad, Sonepat & Bahadurgarh.
- 8. ERNAKULAM: Office of the Insurance Ombudsman, 10th Floor, LIC Building 'Jeevan Prakash', M G Road, Ernakulam, Kochi 682 011. Tel.: 0484 2358759 / 2359338. Email: bimalokpal.ernakulam@cioins.co.in Areas of Jurisdiction: Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
- GUWAHATI: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati 781001(ASSAM). Tel.:- Tel.: 0361 2632204 / 2602205. Email: bimalokpal.guwahati@cioins.co.in Areas of Jurisdiction: Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
- 10. HYDERABAD: 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. Email: bimalokpal.hyderabad@cioins.co.in Areas of Jurisdiction: Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
- JAIPUR: Office of the Insurance Ombudsman, Jeevan Nidhi II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel: 0141 - 2740363. Email:

- bimalokpal.jaipur@cioins.co.in Areas of Jurisdiction: Rajasthan.
- 12. KOLKATA: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkatta 700 072. Tel: 033 22124339/22124340. Email: bimalokpal.kolkata@cioins.co.in Areas of Jurisdiction: West Bengal, Sikkim, Andaman & Nicobar Islands.
- 13. LUCKNOW: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow 226 001. Tel: 0522 2231330 / 2231331. Email: bimalokpal.lucknow@cioins.co.in Areas of Jurisdiction: Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, 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.
- **14. MUMBAI:** 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. Email: bimalokpal.mumbai@cioins.co.in **Areas of Jurisdiction:** Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
- 15. NOIDA: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel: 0120-2514252 / 2514253. Email: bimalokpal.noida@cioins.co.in Areas of Jurisdiction: State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
- 16. PATNA: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel: 0612-2547068. Email: bimalokpal.patna@cioins.co.in Areas of Jurisdiction: Bihar, Jharkhand.
- 17. PUNE: 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 Areas of Jurisdiction: Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

In case of dispute in respect of interpretation of these terms and conditions and special provisions/conditions the English version shall stand valid.

## Appendix I – Definition of Critical Illnesses covered

1. Cancer of Specified Severity: A malignant tumor characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma. The following are excluded -a) All tumours which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3; b) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond: c) Malianant melanoma that has not caused invasion beyond the epidermis; d) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0, e) All Thyroid cancers histologically classified as T1N0M0 (TNM classification) or below; f) Chronic lymphocytic leukaemia less than RAI stage 3; g) Non-invasive papillary cancer of the bladder histologically described as TaNOMO or of a lesser classification; h) All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM classification) or below and with mitotic count of less than or equal to 5/50 HPFs; 2. Myocardial Infarction (First Heart Attack of Specified Severity): The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria: a) A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain) b) New characteristic electrocardiogram changes c) Elevation of infarction specific enzymes, Troponins or other specific biochemical markers. The following are excluded: a) Other acute Coronary Syndromes b) Any type of angina pectoris. c) A rise in cardiac biomarkers or Troponin T or Lin absence of overt ischemic heart disease OR following an intraarterial cardiac procedure. 3. Open Chest CABG: The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The

diagnosis must be supported by a coronary anajography and the realization of surgery has to be confirmed by a cardiologist. The following is excluded: a) Angioplasty and/or any other intra-arterial procedures 4. Stroke resulting in permanent symptoms: Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced. The following are excluded: a) Transient ischemic attacks (TIA) b) Traumatic injury of the brain c) Vascular disease affecting only the eye or optic nerve or vestibular functions. 5. Kidney Failure Requiring Regular Dialysis: End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner, 6. Major Organ / Bone Marrow Transplant: The actual undergoing of a transplant of: a) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or b) Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner. c) The following are excluded: i. Other stem-cell transplants ii. Where only islets of langerhans are transplanted 7.  $Multiple\,Sclerosis\,with\,Persisting\,Symptoms: The\,unequivocal\,diagnosis\,of\,Definite$ Multiple Sclerosis confirmed and evidenced by all of the following: a) investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and b) there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months Neurological damage due to SLE is excluded. 8. Alzheimer's Disease: Alzheimer's (presenile dementia) disease is a progressive degenerative disease of the brain, characterised by diffuse atrophy throughout the cerebral cortex with distinctive histopathological changes. It affects the brain, causing symptoms like memory loss, confusion, communication problems, and general impairment of mental function, which gradually worsens leading to changes in personality. Deterioration or loss of intellectual capacity, as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning, requiring the continuous supervision of the Insured Person. The diagnosis must be supported by the clinical confirmation of a Neurologist and supported by Our appointed Medical Practitioner. The disease must result in a permanent inability to perform three or more Activities of daily living with Loss of Independent Living" or must require the need of supervision and permanent presence of care staff due to the disease. This must be medically documented for a period of at least 90 days. The following conditions are however not covered: a. neurosis or neuropsychiatric symptoms without imaging evidence of Alzheimer's Disease b. alcohol related brain damage; and c. any other type of irreversible organic disorder/dementia not associated with Alzheimer's Disease The Activities of Daily Living are: i. Washing: the ability to wash in the bath or shower (including getting into and out of the 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 9. Heart Valve Surgery (Open Heart Replacement or Repair of Heart Valves): The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in. abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy / valvuloplasty are excluded. 10. Apallic Syndrome: Universal necrosis of the brain cortex, with the brain stem intact. Diagnosis must be definitely confirmed by a Registered Medical practitioner who is also a neurologist holding such an appointment at an approved hospital. This condition must be documented for at least one (1) month. The definition of approved hospital will be in line with Guidelines on Standardization in Health Insurance and as defined below: A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under: a) has qualified nursing staff under its employment

round the clock; b) has at least 10 in-patient beds, in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places; c) has qualified medical practitioner (s) in charge round the clock; d) has a fully equipped operation theatre of its own where surgical procedures are carried out e) maintains daily records of patients and will make these accessible to the insurance company's authorized personnel. 11. Benign Brain Tumor: Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist. a) Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or b) Undergone surgical resection or radiation therapy to treat the brain tumour. 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. 12. Brain Surgery The actual undergoing of surgery to the brain, under general anaesthesia, during which a Craniotomy is performed. Burr hole and brain surgery as a result of an accident is excluded. The procedure must be considered necessary by a qualified specialist and the benefit shall only be payable once corrective surgery has been carried out. 13. Coma of Specified Severity: A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following: a) no response to external stimuli continuously for at least 96 hours; b) life support measures are necessary to sustain life; and c) permanent neurological deficit which must be assessed at least 30 days after the onset of the coma The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded. 14. Major Head Trauma: Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental. violent, external and visible means and independently of all other causes. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology. The Activities of Daily Living are: 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. The following is excluded: a) Spinal cord injury 15. Third degree Burns (Major Burns) Major Burns: There must be third-dearee 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.

# $Appendix\,II-Section\,39-Nomination\,by\,Policyholder$

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows: 1. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death. 2. Where the nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer. 3. Nomination can be made at any time before the maturity of the Policy. 4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy. 5. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be. 6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer. 7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations. 8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or

cancellation or change thereof. 9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of logn or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the Policy. The nomination will get revived on repayment of the loan. 10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination. 11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate. 12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s). 13. Where the Policyholder whose life is insured nominates his a. parents or b. spouse or c. children or d. spouse and children e. or any of them the nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title. 14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s). 15. 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. 16. 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 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 a simplified version of Section 39 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.

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

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time. are as follows: 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from a) the date of issuance of Policy or b) the date of commencement of risk or c) the date of revival of Policy or d) the date of rider to the Policy whichever is later. 2. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from a) the date of issuance of Policy or b) the date of commencement of risk or c) the date of revival of Policy or d) the date of rider to the Policy whichever is later. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based. 3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy: a) The suggestion, as a fact of that which is not true and which the insured does not believe to be true; b) The active concealment of a fact by the insured having knowledge or belief of the fact; c) Any other act fitted to deceive; and d) Any such act or omission as the law specifically declares to be fraudulent. 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak. 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured/beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries. 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based. 7. In case repudiation is on ground of misstatement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation. 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. 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.