

**Canara HSBC Oriental Bank of Commerce Life Insurance Health First Plan**  
**An Individual Non-Linked Non-Par Pure Risk Premium Health Insurance Plan**  
UIN 136N051V02  
**PART A**

**Date:**

**WELCOME LETTER**

{{OWNER\_NAME}}  
{{FATHERS\_NAME/HUSBAND NAME}}  
{{PO\_M\_ADD\_1}}  
{{PO\_M\_ADD\_2}}  
{{PO\_M\_ADD\_3}}  
{{PO\_M\_ADD\_CITY}} -  
{{PO\_M\_ADD\_STATE}} {{PO\_M\_ADD\_PINCODE}}  
{{PO\_M\_ADD\_COUNTRY}}  
Contact No.: {{OWNER\_CONTACT}}

<b>Your Policy Details:</b>		<b>Representative Details:</b>	
Client ID.	{{OWNER_CLIENT_ID}}	Name	{{AGENT_NAME}}
Policy No.	{{POLICY_NUMBER}}	Code	{{AGENT_CODE}}
Proposal No.	{{PROPOSAL_NUMBER}}	Contact No.	{{AGENT_CONTACT}}

Dear {{Owner\_name}},

Welcome to the Canara HSBC Oriental Bank of Commerce Life Insurance family. We would like to congratulate you on purchasing **Canara HSBC Oriental Bank of Commerce Life Insurance Health First Plan**.

This document is your Policy Document and We recommend that you read it to ascertain if the details are accurate. If you wish to rectify any of the details provided by you, please get in touch with our **Resolution center: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL users)** or your **representative**. You can also **SMS** Us at **9779030003** or write to Us at [customerservice@canarahsbclife.in](mailto:customerservice@canarahsbclife.in) and our representative will contact you at your convenience.

In case the Policy terms and conditions are not agreeable to you then you can opt for a cancellation of the Policy by sending back this Policy Document along with the reason for your objection to the Company within 15 days (30 days in case the Policy is sourced through distance marketing mode i.e. any means of communication other than in person) from the date of receipt of this Policy Document. In case you opt for cancellation within the said period, We shall refund the Premium received by Us subject only to deduction of the proportionate risk Premium for the period of cover, stamp duty and medical expenses (if any). This facility can be availed only on receipt of the original Policy Document and not on receipt of duplicate Policy Document(s) issued by the Company on your request.

We also offer an easy-to-navigate online system to manage your Policy. Log on to our website [www.canarahsbclife.com](http://www.canarahsbclife.com) and register to start using this service.

In case of any claim related or other matters you or the Claimant may contact Us at Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India. You can also get in touch with Us on 1800-103-0003 /1800-180-0003 (BSNL/MTNL) or SMS Us at 9779030003 or write to Us at [customerservice@canarahsbclife.in](mailto:customerservice@canarahsbclife.in)

We request you to pay your Premiums on due dates to enjoy uninterrupted benefits under the Policy. Thank You for giving Us the opportunity to service Your insurance needs and We will ensure We are here to fulfill all your Policy servicing needs.

Yours Sincerely,

**Chief Operating Officer**

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

## POLICY SCHEDULE

### Canara HSBC Oriental Bank of Commerce Life Insurance Health First Plan is an Individual Non-Linked Non-Par Pure Risk Premium Health Insurance Plan

We shall pay benefits upon occurrence of the Insured Event mentioned in this Policy on receipt of proof that is satisfactory to Us.

	Policyholder Details	Details
<b>Name</b>	{{OWNER_NAME}}	{{INSURED_NAME}}
<b>Date of Birth</b>	{{OWNER_BIRTH_DATE}}	{{INSURED_BIRTH_DATE}}
<b>Age</b>	{{OWNER_AGE}}	{{INSURED_AGE}}
<b>Gender</b>	{{OWNER_GENDER}}	{{INSURED_GENDER}}
<b>Address</b>	{{OWNER_ADDRESS}}	{{INSURED_ADDRESS}}

#### Policy Schedule Details

<b>Policy Number</b>	{{POLICY_NUMBER}}
<b>Plan Name</b>	{{PLAN_NAME}}
<b>Plan Type</b>	{{PLAN_TYPE}}
<b>Plan Option</b>	{{PLAN_OPTION}}
<b>Policy Term (Years)</b>	{{POLICY_TERM}}
<b>Premium Payment Term (Years)</b>	{{PREMIUM_PAYMENT_TERM}}
<b>Installment Premium (₹)<sup>1</sup></b>	{{INSTALLMENT_PREMIUM}}
<b>Age Admitted</b>	{{AGE_ADMITTED}}
<b>Risk Commencement Date</b>	{{SAME AS POLICY_COMMENCEMENT_DATE}}
<b>Policy Commencement Date</b>	{{POLICY_COMMENCEMENT_DATE}}
<b>Maturity Date</b>	{{MATURITY_DATE}}
<b>Premium Payment Mode</b>	{{POLICY_PAYMENT_FREQUENCY}}
<b>Next Premium Due Date</b>	{{NEXT_PREMIUM_DUE_DATE}}
<b>Last Premium Due Date</b>	{{LAST_PREMIUM_DUE_DATE}}

#### Benefit Coverage Details

<b>Insured Event covered</b>	{{ MAJOR CRITICAL ILLNESS COVER}}
<b>Cover Option</b>	{{LEVEL SUM ASSURED /INCREASING SUM ASSURED }}
<b>Sum Assured (₹)</b>	{{SUM_ASSURED}}
<b>Return of Premium Option in force</b>	{{YES/NO}}
<b>Monthly Income Benefit in force</b>	{{YES/NO}}

#### Nominee Details\*

Name	Gender	Nominee Age	Relationship with Nominee
{{NOMINEE_NAME_1}}	{{NOMINEE_GENDER_1}}		
{{NOMINEE_NAME_2}}	{{NOMINEE_GENDER_2}}		

\*Nominee details under section 39 of Insurance Act, 1938, as amended from time to time.

<b>Appointee Name</b> (in case Nominee is minor)	{{APPOINTEE_NAME}}
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<sup>1</sup>Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme as applicable from time to time, will be charged over and above this Premium and will be borne by the Policyholder.

**"On Examination of the Policy, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company"**

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. IRDAI Registration no: 136**

**Registered Office:** Unit No. 208, 2nd Floor, Kanchenjunga Building, 18 Barakhamba Road, New Delhi - 110001

**Corporate Office:** 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India

## FIRST PREMIUM RECEIPT

Receipt Number:

Date: of Issue

Name of the Company	{{NAME OF THE COMPANY}}
Hub Address	{{HUB ADDRESS}}
Goods and Services Tax Identification Number	{{GOODS AND SERVICES TAX IDENTIFICATION NUMBER Of HUB}}
HSN Code	{{ SERVICE ACCOUNTING CODE}}
Plan Name	{{PLAN_NAME}}
Policy Number	{{POLICY_NUMBER}}
Policyholder Name	{{NAME OF THE POLICYHOLDER}}
Policyholder Current Residential Address	{{POLICY HOLDER CURRENT RESIDENTIAL ADDRESS}}
Policyholder State/ Union Territory & Code	{{POLICY HOLDER STATE & CODE}}
Goods and Services Tax Identification Number	{{GOODS AND SERVICES TAX IDENTIFICATION NUMBER}}
Insured Name	{{NAME OF INSURED}}
Premium Payment Mode	{{PREMIUM PAYMENT FREQUENCY}}
Sum Assured (₹)	{{SUM ASSURED}}

### Payment Related Information

Base Premium Payable (₹)  
Underwriting Extra Premiums, if any (₹)  
Goods and Services Tax\* (₹)  
Total Amount Payable (₹)  
Total Amount Received (₹)  
Balance Amount (₹)  
Next Premium Due Date  
Taxable Value (₹)

* Break-up of Goods and Services Tax on [Taxable Value]/ [Base Premium Payable Underwriting Extra Premiums], if any	(%) Rate	(₹)Amount
Central Goods and Services Tax		
State Goods and Services Tax/ Union Territory Goods and Services Tax		
Integrated Goods and Services Tax		
Cess (es)/Other levy		

Total Amount Payable for the Policy is equal to Base Premium Payable plus underwriting extra Premium, if any and applicable Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme. You may be entitled to tax benefits under Section 80D as per the Income Tax Act, 1961. Tax benefits under the Policy will be as per the prevailing Income Tax laws and are subject to amendments from time to time. For tax related queries, please contact Your independent tax advisor.

The excess amount, if any, indicated as Balance Amount above will not earn any interest and will be adjusted towards future Premiums on the due date subject to applicable laws. Advance premiums paid, if any, will be appropriated towards Premium on the respective due dates.

"Goods and Services Tax as above is not payable on reverse charge basis"

"Address of delivery is same as that of place of supply".

Permanent Account Number AADCC1881F.

**The commencement and continuance of risk under the Policy is subject to realization of Premium in full by the Company.**

<<Digital Signature>>

Chief Operating Officer

## ENDORSEMENTS

**Total Stamp Value ( ) / {{STAMP\_DUTY}}**

“The appropriate stamp duty towards this Policy is paid vide <<CRN Number>>”

**Customer Information Sheet**  
Description is illustrative and not exhaustive

Sl No	Title	Description	Policy Clause Number
1.	<b>Product Name</b>	Canara HSBC Oriental Bank of Commerce Life Insurance Health First Plan	
2.	<b>What am I covered for</b>	<p>The following Major Critical Illness described in detail in Annexure 6:</p> <ol style="list-style-type: none"> <li>1. Alzheimer's Disease</li> <li>2. Aplastic Anaemia</li> <li>3. Deafness</li> <li>4. Loss of Speech</li> <li>5. Medullary Cystic Kidney Disease</li> <li>6. Parkinson's Disease</li> <li>7. Systemic Lupus Erythematosus (SLE) with Lupus Nephritis</li> <li>8. Motor Neurone Disease With Permanent Symptoms</li> <li>9. Multiple Sclerosis With Persisting Symptoms</li> <li>10. Apallic Syndrome</li> <li>11. Benign Brain Tumour</li> <li>12. Blindness</li> <li>13. Brain Surgery</li> <li>14. End-stage Lung Failure</li> <li>15. End Stage Liver Failure</li> <li>16. Loss of Limbs</li> <li>17. Third Degree Burns</li> <li>18. Major Head Trauma</li> <li>19. Coma Of Specified Severity</li> <li>20. Kidney Failure Requiring Regular Dialysis</li> <li>21. Permanent Paralysis Of Limbs</li> <li>22. Fulminant Viral Hepatitis</li> <li>23. Muscular dystrophy</li> <li>24. Poliomyelitis</li> <li>25. Loss of independent existence</li> <li>26. Pneumonectomy</li> </ol>	Clause no 1.1.1 & 1.1.2 of Part C
3.	<b>What are the major exclusions in the policy:</b>	<p>Apart from the disease specific exclusions, no benefit will be payable if any of the Major Critical Illness Condition/s is caused or aggravated directly or indirectly by any of the following:</p> <ol style="list-style-type: none"> <li>i. Any Pre-Existing Disease/Condition or physical condition, unless Insured has disclosed the same at the time of proposal or date of revival whichever is later and the Company has accepted the same.</li> <li>ii. Any external congenital condition or related illness is not covered under the policy. In case any internal congenital condition or related illness is known and was/is being treated, is disclosed at proposal stage and accepted, claims will be covered as per policy terms and conditions. If an internal congenital condition is not known to the insured/ family members and the same is proved on the basis of relevant evidence, then such a condition will not be excluded and the claims will be covered as per policy Terms &amp; Conditions.</li> <li>iii. Suicide or attempted suicide or intentional self-inflicted injury, by the Insured, whether sane or not at that time.</li> <li>iv. Insured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner</li> <li>v. War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strikes or industrial action.</li> <li>vi. Participation by the Insured in a criminal or unlawful act with criminal intent or committing any breach of law including involvement in any fight or affray.</li> <li>vii. Treatment for Injury or Illness caused by hazardous 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.</li> <li>viii. Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).</li> </ol>	Clause no 18 of Part F

		<p>ix. Participation by the Insured in any flying activity other than as a bona fide passenger (whether fare paying or non- fare paying travelling with valid travel documents), in a licensed aircraft used as public transport.</p> <p>x. Deliberate or intentional failure to seek medical advice and the Insured has intentionally delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this policy.</p> <p>xi. Nuclear reaction, Biological, radioactive or chemical contamination due to nuclear accident.</p> <p><i>(Note: the above is a partial listing of the policy exclusions. Please refer to the policy clauses for the full listing)</i></p>	
4.	<b>Waiting period</b>	<p><b>Waiting Period:</b> A 180-day waiting period is applicable from the Risk Commencement Date or the date of Revival whichever is later.</p> <p><b>Survival Period:</b> Benefits under Major Critical Illness Cover will be payable only if the Insured survives for a period of 15 days from the date of diagnosis of any of the covered Illnesses / first performance of any of the covered Surgeries.</p> <p><b>Pre-Existing Disease/ Condition/s:</b> Pre- Existing Disease/ Condition/s are not covered unless Insured has disclosed the same at the time of proposal or date of Revival whichever is later and the Company has accepted the same. Even if Pre-existing Disease/Condition is accepted by the insurer upon disclosure, a waiting period of 180 days would still apply from the Risk Commencement Date or the date of Revival whichever is later.</p>	Clause no 46, 44 & 33 of Part B
5.	<b>Payment basis</b>	<p><b>A) If Level Cover Option is in force:</b> Sum Assured will be payable; <b>B) If Increasing Cover Option is in force:</b> Increased Sum Assured will be payable.</p> <p>If the Monthly Income Benefit is in force under the Policy, then in addition to the amount payable under Major Critical Illness, a monthly income benefit amount equal to 1% of the Sum Assured will be payable at the commencement of each month following the date of the Insured’s Diagnosis with a Major Critical Illness. The monthly income benefit shall be payable for a period of 5 years from the date of the Insured’s Diagnosis with a Major Critical.</p>	Clause no 1.1.1 & 1.1.2 of Part C
6.	<b>Loss Sharing</b>	N/A	
7.	<b>Renewal Conditions</b>	Premium guaranteed not to change for every block of 5 Policy Years in the Policy Term.	Clause no 2.4 of Part C
8.	<b>Renewal Benefits</b>	N/A	
9.	<b>Cancellation</b>	Cancellation of the Policy shall be in accordance with provisions of Section 45 of the Insurance Act, 1938, as amended from time to time	Clause no 5 of Part D Clause no 12 & 22 of Part F
10.	<b>Claims</b>	<p>The Claimant will endeavor to inform Us in writing immediately and in any event within a period of 90 days of the occurrence of the Insured Event through the Claim Form along with the following necessary documents: a) Claim Forms</p> <ul style="list-style-type: none"> <li>• Part I: Application Form for Major Critical Illness Cover Claim (Claimant’s Statement) along with NEFT form</li> <li>• Part II: Confidential Medical Report –to be filled by attending physician</li> </ul> <p>b) Hospital Bills for the confinement. c) Attested True Copy of Indoor Case Papers of the Hospital d) Discharge Summary of Present and Past Hospitalizations e) Photo Identity of Insured with age and address proof f) Bank Details of the claimant – Cancelled cheque (with printed name and account number)/bank passbook and NEFT Form g) Certificate of Diagnosis h)Employer Certificate i) Leave Records, Medical Certificate &amp; Mediclaim details j) Medical Examination Certificate (First Consultation Notes, Notes Follow- up consultation notes)) k)All related clinical Reports pertaining to the claim Insured Event -</p> <ul style="list-style-type: none"> <li>• Laboratory test reports</li> <li>• X-Ray / CT Scan / MRI Reports &amp; Plates,</li> <li>• Ultrasonography Report</li> <li>• Histopathology Report</li> <li>• Clinical / Hospital Reports</li> <li>• Angiography Reports &amp; Plates</li> <li>• Others, as may be required</li> </ul>	Clause no 19 of Part F

		<p>If Claims is due to accidental causes (submit in addition to the above)</p> <p>l) All follow-up Consultation Notes in relation to the hospitalized condition.</p> <p>m) All police reports - First Information Report, Final Investigation Report . .</p> <p>Claims documents from outside India are only acceptable in English language and duly authenticated by the respective embassy of that country unless specifically agreed in writing.</p>	
11.	<b>Policy Servicing/ Grievances/Complaints</b>	<p>In case You wish to register a complaint with Us, You may visit our website <a href="https://www.canarahsbclife.com/lifeinsurance/portal/canh/">https://www.canarahsbclife.com/lifeinsurance/portal/canh/</a>, approach our resolution centre or may write to Us at the following address.</p> <p><b>Complaint Redressal Unit:</b> 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India Toll Free: 1800-103-0003/ 1800-180-0003 (BSNL/MTNL) Email: cru@canarahsbclife.in.</p> <p>We provide a separate internal grievance redressal mechanism for promptly addressing grievances of our senior citizen customers.</p> <p>We will respond to You within two weeks from the date of our receiving Your complaint. Kindly note that in case We do not receive a revert from You within eight weeks from the date of our response, We will treat Your complaint as closed.</p> <p>If You do not receive a satisfactory response from Us within the above timelines, You may write to our Grievance Redressal Officer at:</p> <p><b>Grievance Redressal Officer:</b> Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited; 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL) Email: gro@canarahsbclife.in</p> <p>If You are not satisfied with Our response or do not receive a response from Us within 15 days, You may approach the Grievance Cell of the Authority at:</p> <p><b>Insurance Regulatory and Development Authority of India; Grievance Call Centre (IGCC)</b> Toll Free No:155255 Email ID: complaints@irda.gov.in.</p> <p>You can also register Your complaint online at <a href="http://www.igms.irda.gov.in">http://www.igms.irda.gov.in</a></p> <p>You can also register Your complaint by submitting Your complaint to: <b>Consumer Affairs Department Insurance Regulatory and Development Authority of India</b> ; Sy.No.115/1,Financial District, Nanakramguda, Gachibowli, Hyderabad-500032; Toll Free Number 155255 (or) 1800 4254 732.</p> <p>.</p> <p>In case You are not satisfied with the resolution or there is no response within a period of 1 month, You/complainant may approach the Insurance Ombudsman for Your State at the address mentioned below or on Authority's website <a href="http://www.irda.gov.in">www.irda.gov.in</a>. If the grievance pertains to the matters as mentioned below or an appropriate judicial/quasi-judicial authority having jurisdiction over the matter for redressal of Your grievance. You may also refer to the GBIC website at <a href="http://www.gbic.co.in/ombudsman.html">http://www.gbic.co.in/ombudsman.html</a> for updated list of Ombudsman.</p>	Clause no 24 of Part G
12.	<b>Insured's Rights</b>	<p><b>Free Look:</b> In case the Policy terms and conditions are not agreeable to You then You can opt for a cancellation of the Policy, in which case, We request You to send back this Policy Document along with the reason for Your objection within 15 days (30 days in case the Policy is sourced through distance marketing mode i.e. any means of communication other than in person) from the date of receipt of this Policy Document. In case You opt for cancellation within the said period, We shall refund the Premium received by Us subject only to deduction of the proportionate risk Premium for the period of cover, stamp duty and medical expenses, if any. Please note that this facility is available only on receipt of the original Policy Document, and will not apply to duplicate Policy Document issued by Us on Your request.</p> <p><b>Grace Period:</b> You are provided with a Grace Period, which is 30 days from Premium due date to pay due Premium for annual mode and 15 days for monthly mode</p> <p><b>Change in Premium Payment Mode:</b> You may change Premium Payment Mode anytime during the Premium Payment Term, subject to You giving Us a notice at least 60 days before the end of the Policy Anniversary. This change will be effective from subsequent Policy Anniversary.</p> <p><b>Revival:</b> You can revive a Policy in Lapsed State or Paid-up State within a period of five consecutive years from the date of first unpaid Premium as per the terms and conditions of the Policy.</p>	<p>Clause no 15 of Part F</p> <p>Clause no 17 of Part F</p> <p>Clause no 2.2 of Part C</p> <p>Clause no 3 of Part D</p>
13.	<b>Insured's Obligations</b>	<p>Please disclose all Pre-Existing Disease/s or Condition/s before buying a policy. Non-disclosure may result in claim not being paid.</p>	Clause no 22 of Part F

**Legal Disclaimer Note:** The information must be read in conjunction with the product brochure and Policy Document. In case of any conflict between the CIS and the Policy Document, the terms and conditions mentioned in the Policy Document shall prevail.



## Terms and Conditions

**Preamble:** This Policy evidences a contract between the Policyholder and the Company which has been issued on the basis of Your statements and declarations in the Proposal Form and other documents evidencing insurability of the Insured. This is an individual, non-linked, non-par pure risk premium health insurance policy which enables the Claimant to receive benefits subject to the terms and conditions stated herein.

This Policy Document is divided into numbered clauses for ease of reference and reading. The Clause headings do not limit the Policy or its interpretation in any way. Reference to any legislation, Act, regulation, guideline, etc includes subsequent changes or amendments to the same. The terms 'You', 'Your' used in this document refer to the Policyholder and 'We', 'Us', 'Company', 'Our' refer to Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. The word "Authority" would refer to the Insurance Regulatory and Development Authority of India.

## PART B

### Glossary of Important Terms

**1. Accident** means sudden, unforeseen and involuntary event caused by external, visible and violent means.

**2. Age** means the Insured's age at his/her last birthday, as on Policy Commencement Date.

**3. Appointee** means the person named in the Policy Schedule, to receive the benefit and give a valid discharge to Us on behalf of the minor Nominee, in the event of death of the Insured.

**4. Assignee** means the person to whom the rights and benefits of the Policy are transferred/assigned by You.

**5. Claimant** means the Policyholder or Assignee, however for the purposes of payment of benefit upon the death of the Insured, Claimant means the following person(s):

**i.** Where the Policyholder and Insured are different, Claimant will be the Policyholder;

**ii.** Where Policyholder and Insured are same, Claimant will be the Nominee(s);

**iii.** Where Policyholder and Insured are same and there is no Nominee(s), then Claimant shall be the Policyholder's legal heir or legal representative or the holder of a valid succession certificate.

**6. Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

**7. Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

a) Internal Congenital Anomaly: Congenital anomaly which is not in the visible and accessible parts of the body.

b) External Congenital Anomaly: Congenital anomaly which is in the visible and accessible parts of the body.

**8. Diagnosis or Diagnosed** means the process for determining, by examination, the cause of an Illness through an investigative analysis made by a Medical Practitioner based on various medical tests, including but not limited to radiological, clinical and histological or laboratory tests acceptable to Us.

**9. Financial Year** means a period of 12 months commencing from April 1st every year.

**10. Grace Period** means the specified period of time immediately following the Premium due date during which a payment can be

made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of Pre-Existing Diseases. Coverage is not available for the period for which no Premium is received.

**11. 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:

i) has qualified nursing staff under its employment round the clock;

ii) 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;

iii) has qualified medical practitioner(s) in charge round the clock;

iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;

v) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

**12. Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

(a) Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery

(b) Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests

2. it needs ongoing or long-term control or relief of symptoms

3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it

4. it continues indefinitely

5. it recurs or is likely to recur.

**13. Increased Sum Assured** applies only if the Increasing Cover Option is in force under the Policy and means that the Sum Assured stated in the Policy Schedule will increase by 10% every Policy Year commencing from the first Policy Anniversary and shall continue until the Increased Sum Assured is equal to 150% of the Sum Assured subject to a cap of Rs. 75,00,000/-. The Increased Sum Assured amount on the date the Insured Event occurs will be considered (if applicable) under Clause 1.1.1(b). Once the claim is made, all future claims shall be based on the Increased Sum Assured as at the time of first claim and further increases to the Increased Sum Assured shall not be applicable.

**14. 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.

**15. Insured Event** means the occurrence of the event for which a claim becomes payable in accordance with the terms and conditions of the Policy.

**16. Lapsed State** means the state of the Policy where You fail to pay due Premium within the Grace Period. However, if You have opted for Return of Premium Option then Lapsed State is defined as the state of the Policy where You fail to pay due Premium within the Grace Period in the first 2 consecutive Policy Years.

**17. Insured** means the person named in the Policy Schedule who is insured under the Policy.

**18. Major Critical Illness** means the Illnesses and Surgical Procedures listed below and described in detail in Annexure 6:

1. Alzheimer's Disease
2. Aplastic Anaemia
3. Deafness
4. Loss of Speech
5. Medullary Cystic Kidney Disease
6. Parkinson's Disease
7. Systemic Lupus Erythematosus (SLE) with Lupus Nephritis
8. Motor Neurone Disease With Permanent Symptoms
9. Multiple Sclerosis With Persisting Symptoms
10. Apallic Syndrome
11. Benign Brain Tumour
12. Blindness
13. Brain Surgery
14. End-stage Lung Failure
15. End Stage Liver Failure
16. Loss of Limbs
17. Third Degree Burns
18. Major Head Trauma
19. Coma Of Specified Severity
20. Kidney Failure Requiring Regular Dialysis
21. Permanent Paralysis Of Limbs
22. Fulminant Viral Hepatitis
23. Muscular dystrophy
24. Poliomyelitis
25. Loss of independent existence
26. Pneumonectomy

**19. Maturity Date** means the date specified in the Schedule, on which the Policy Term expires.

**20. Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

**21. 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 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.

**22. Nominee(s)** means the person(s) named in the Policy Schedule who is/are entitled to receive the benefits upon the death of the Insured.

**23. Paid-up State** means the state of the Policy where You fail to pay due Premiums within the Grace Period after payment of

Premiums for at least first 2 consecutive Policy Years, in which state no further Premiums are payable and benefits are reduced as per the terms and conditions of the Policy.

**24. Paid-up Sum Assured** is defined as the ratio of ("Number of Premiums paid" to "Total number of Premiums payable during the Policy Term") multiplied by the applicable Sum Assured payable on first diagnosis of any of the covered Illnesses / first performance of any of the covered Surgeries (as listed in Annexure 6)

**25. Policy** means this contract of insurance entered between You and Us as evidenced by the Policy Document.

**26. Policyholder** means the person named in the Policy Schedule who is the owner of the Policy.

**27. Policy Anniversary** means the date corresponding to the Policy Commencement Date occurring after the completion of every Policy Year.

**28. Policy Commencement Date/Risk Commencement Date** means the date as specified in the Schedule, on which the insurance coverage/risk under the Policy commences.

**29. Policy Document** means and includes the terms and conditions, the attached Policy Schedule, the Proposal Form and all endorsements issued by Us from time to time.

**30. Policy Schedule** means the schedule attached to this Policy Document and any endorsements forming part of this Policy and if any updated Policy Schedule is issued, the Policy Schedule latest in time.

**31. Policy Term** means the term of the Policy as specified in the Schedule.

**32. Policy Year** means the 12 consecutive months' period commencing from the Policy Commencement Date and each subsequent period of 12 consecutive months thereafter during the Policy Term, which may be different from calendar year.

**33. Pre-Existing Disease/Condition** means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.

**34. Premium** means the amount including modal loading payable by You to Us, as specified in the Policy Schedule as "Installment Premium" in exchange for Our obligation to pay the benefits under the Policy. Premium excludes any applicable Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme.

**35. Premium Payment Mode** means the frequency of payment of Premium as stated in the Policy Schedule.

**36. Premium Payment Term** means the term as specified in the Schedule, during which the Premiums are payable by You.

**37. Proposal Form** means the application form along with any other statements or declarations required by Us which is duly completed and submitted to Us by the Proposer for issuance of the Policy.

**38. Renewal** means the terms on which the contract of insurance can be renewed by mutual consent with a provision of Grace Period for treating the renewal conditions for the purpose of gaining credit for Pre-Existing Disease, time bound exclusions and for all waiting periods.

**39. Revival** means restoration of a Policy in Lapsed State or Paid-up State to in-force status subject to terms and conditions of the Policy.

**40. Revival Period** means a period of 5 consecutive years from the due date of first unpaid installment of Premium, during which period You will be entitled to revive the Policy in Lapsed State or Paid-up State.

**41.**

**42. Sum Assured** means an amount as specified in the Schedule, which is payable in accordance with Part C of the Policy.

**43. 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.

**44. Surrender Value** means the amount payable to You, if any, in the event of termination / surrender of the Policy, subject to terms and conditions of the Policy.

**45. Survival Period** means a period of 15 days where the Insured survives from the date of diagnosis of any of the covered Illnesses / first performance of any of the covered Surgeries.

**46. Total Premiums Paid** means total of all the premiums received, excluding any rider premiums and taxes.

**47. Underwriting** means the process of evaluating risks for insurance and determining on what terms We will accept the risk as per the Our board approved underwriting policy.

**48. Waiting Period** means a 180 day waiting period which is applicable from the Risk Commencement Date or the date of Revival whichever is later. The benefits shall not apply or be payable in respect of any Major Critical Illness conditions where the Insured had or is aware of objective evidence, had consultations/Investigations for it and diagnosed with the Major Critical Illness conditions which first became apparent or commenced within the Waiting Period.

## **PART C**

### **1. Benefits**

#### **1.1 Major Critical Illness**

**1.1.1** If the Insured is first Diagnosed with a Major Critical Illness or undergoes first performance of any of the listed Surgeries in relation to a Major Critical Illness during the Policy Term and after the completion of the Waiting Period then We will make payment as follows provided that the Policy is in force and the Insured is alive at the expiry of the Survival Period:

- a) **If the Policy Schedule specifies that Level Cover Option** (under this option Sum Assured remains constant throughout the Policy Term) **is in force under the Policy:** We will pay the Sum Assured; OR
- b) **If the Policy Schedule specifies that the Increasing Cover Option is in force under the Policy:** We will pay the Increased Sum Assured For Increasing Cover Option, once a claim is made, all future claims shall be based on the Increased Sum Assured as at the time of first claim and further increases to the Increased Sum Assured shall not be applicable.

**1.1.2** **If the Policy Schedule specifies that the Monthly Income Benefit is in force under the Policy,** then in addition to the

amount payable under Clause 1.1.1(a) or 1.1.1(b), We will pay a monthly income benefit amount equal to 1% of the Sum Assured starting from monthly Policy Anniversary immediately following the date of the Insured's first Diagnosis with a Major Critical Illness. The monthly income

benefit shall be payable for a period of 5 years from the date of the Insured's Diagnosis with a Major Critical Illness. The Monthly Income Benefit will be paid as and when due irrespective of the expiry of the Policy Term provided the Major Critical Illness has been diagnosed within the Policy Term post completion of Waiting Period and Insured being alive at the expiry of the Survival Period. If the Insured dies before all instalments of the Monthly Income Benefit have been paid, then the remaining instalments will be payable to the Nominee. The Nominee can also request for commuting the remaining monthly instalments into lump sum within six months of the death of the Insured. On the request for such commutation, the value of the remaining monthly instalments, discounted at 4.0% per annum, shall be payable and no further benefit shall be payable thereafter. Once opted and in force under the Policy, the Monthly Income Benefit cannot be discontinued during the Policy Term.

**1.1.3** No benefits will be payable if any of the Exclusions set out in Clause 18 of Part F are applicable.

**1.1.4** If the Insured Event occurs during the Grace Period and the claim is admitted either under Clause 1.1.1 or Clause 1.1.2, We will deduct due unpaid Premium(s), if any, along with applicable Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme, if any, before paying the benefits.

**1.1.5** Claims shall be made in accordance with the procedure set out in Clause 19 of Part F.

**1.1.6** The Policy shall immediately and automatically terminate on the acceptance of a claim under Clause 1.1.1 or Clause 1.1.2.

**1.1.7** There is no Surrender/ Survival/ Maturity benefit payable without the Return of Premium Option.

**1.1.8** No benefit will be payable upon death of the Insured during the Policy Term.

## **1.2 Return of Premium Option**

**1.2.1** If the Insured is alive at the Maturity Date and has not made any claim under the covered Illnesses / surgeries (as listed in Annexure 6) and the Policy is in force then We will pay an amount equal to the total Premium received during the Policy Term , excluding underwriting extra premium, provided the Policy Schedule specifies that the Return of Premium Option is in force under the Policy.

## **1.3 Surrender (Applicable only if the Return of Premium Option is in force under the Policy)**

**1.3.1** You may surrender the Policy at any time during the Policy Term. The Policy acquires Guaranteed Surrender Value (as defined below) or Special Surrender Value (as defined below) after payment of Premiums for at least first 2 consecutive Policy Years. The Surrender Value payable shall be higher of Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV).

a) The GSV is equal to:

A\* Total premiums paid excluding underwriting extra Premiums, if any

Where the factor A is as provided in "Annexure 7" - GSV Factor and

b) Special Surrender Value will be determined by Us and may be revised in future with prior approval from the Authority.

**1.3.2** On surrender of the Policy, the Policy and all benefits under the Policy shall terminate. Once surrendered, the Policy cannot be revived.

#### **1.4 Paid-up (Applicable only if the Return of Premium Option is in force under the Policy)**

**1.4.1** If the Insured is first Diagnosed with a Major Critical Illness or undergoes first performance of any of the listed Surgeries in relation to a Major Critical Illness during the Policy Term while the Policy is in Paid-up State, We will pay Paid-up Sum Assured if the Insured is alive at the expiry of the Survival Period.

**If the Policy Schedule specifies that the Monthly Income Benefit is opted under the Policy and the Policy is in Paid-up State**, then in addition to the amount payable under Clause 1.4.1, We will pay a monthly income benefit amount equal to 1% of [Initial Sum Assured multiplied with Number of premiums paid divided by Number of premiums payable] starting from monthly Policy Anniversary immediately following the date of the Insured's Diagnosis with a Major Critical Illness. The monthly income benefit shall be payable for a period of 5 years from the date of the Insured's Diagnosis with a Major Critical Illness. If the Insured dies before all instalments of the Monthly Income Benefit have been paid, then the remaining instalments will be payable to the Nominee. The Nominee can also request for commuting the remaining monthly instalments into lump sum within six months of the death of the Insured. On the request for such commutation, the value of the remaining monthly instalments, discounted at 4.0% per annum, shall be payable and no further benefit shall be payable thereafter.

**1.4.2** In case of Return of Premium Option, if the Insured is alive at the Maturity Date and has not made any claim under the covered Illnesses / surgeries (as listed in Annexure 6) and the Policy is in Paid-up State then, We will pay 100% of Total Premiums Paid excluding Underwriting Extra Premium, if any, on payment of this benefit, the Policy will terminate and no further benefit will be payable.

#### **2. Premiums**

**21 Payment of Premiums:** You will pay Premium at the frequency as specified by the Premium Payment Mode and for such Premium Payment Term as indicated in the Policy Schedule at the respective due dates or before the end of Grace Period. If any Premium is received before the due date, We may keep such amount in an advance premium account and adjust such sum towards Premium on the applicable due date or refund such amount to You. Collection of advance Premium shall be allowed within the same financial year for the Premium due in that financial year. However, where the Premium due in one financial year is being collected in advance in earlier financial year, the Company may collect the same for a maximum period of three months in advance of the due date of the premium. Such advance premium, if any, paid by You will not carry any interest. You are not permitted to change the Premium Payment Term anytime during the Policy Term.

**22 Change in Premium Payment Mode:** Premium Payment Modes available under the Policy are annual and monthly. You may change Premium Payment Mode anytime during the Premium Payment Term, subject to You giving Us a notice at least 60 days before the end of the Policy Anniversary. This change will be effective from subsequent Policy Anniversary.

**23 Non-payment of Premium:** If the Policy is in Lapsed State (refer to Clause 16 of Part B) no benefit shall be payable upon the occurrence of the Insured Event. A Policy in Lapsed State which is not revived within the Revival Period shall terminate upon expiry of the Revival Period and no amount shall be payable.

**24 Premium Guarantee:** Premium rates are guaranteed for an initial period of 5 years from the Policy Commencement Date and thereafter for a period of every 5 consecutive years. We may review the Premium rates after the completion of first 5 Policy Years and the reviewed premiums will remain unchanged for a period of every block of 5 Policy Years. Any such change in premium shall be subject to prior approval from IRDAI.

**25** In case of any change in Premium rates, the revised Premium rates shall be applicable based on Age of the Insured at Policy Commencement Date and based on the Policy Term chosen. In case of no revision in Premium rates, the original Premium rates shall be applicable.

**26** Any revision in the Premium rates shall be notified to You at least three months prior to the date of such revision.

**27** If You are not willing to continue the Policy with the revised Premium rates, the Policy shall lapse as per Clause 2.3. However for Policy with Return of Premium Option, the procedure shall be as per Clause 1.4.

### **PART D**

#### **3. Revival**

You may revive the Policy in Lapsed State or Paid-up State by giving Us a request and paying all due unpaid installments of Premium with interest at the rate specified by Us subject to completing other requirements as may be stipulated by Us, within the Revival Period and during the Policy Term provided that no claim in respect of the Insured Event has been made under the Policy. You shall provide the evidence of insurability and health of the Insured to Our satisfaction. The evidence of good/satisfactory health status shall be provided by You in the form of latest medical screening reports or any such report as specified by the Company at Your expense. We reserve the right to revive the Policy either on its original terms or on modified terms as per our Underwriting policy, which decision will be final and binding on You. The Revival will be effective from the date when We communicate the same to You. In case the request for Revival is rejected, the Premium including interest paid for the Revival would be refunded to You. On Revival, all benefits would be reinstated as per the terms & conditions of the Policy, but We shall not be liable to make any payment in relation to any claim which the Insured had or is aware of objective evidence, had consultations/Investigations for it and the Major Critical Illness was first Diagnosed during the period when the Policy was in Lapsed State. If the request for Revival of the Policy is made after the completion of Grace Period (but within the Revival Period) from the due date of the first unpaid Premium, a Waiting Period of 180 days will be applicable. In case the policy (without Return of Premium Option) is not revived within the Revival Period, it will terminate and no further benefit shall be payable. Where Return of Premium Option has been chosen and the policy is not revived within the Revival Period, conditions as mentioned in Clause 1.4 and 2.3 shall apply.

#### **4. Policy Loan**

**4.1** No loan will be available under this Policy.

#### **5. Termination of Policy**

The Policy will terminate immediately upon the occurrence of the first of the following events:

- a) on the date on which We receive a valid free-look cancellation request from You;
- b) on the date of intimation of acceptance of the claim in respect of an Insured Event in accordance with the terms and conditions of the Policy;
- c) on the date of the Insured's death;
- d) on the date of expiry of the Revival Period if the Policy is in Lapsed State.
- e) on the Maturity Date;
- f) in case of misstatement of Age, fraud, misrepresentation or forfeiture in accordance with Clauses 12 and 22 in Part F;

#### **6. Ownership**

All options, rights and obligations under the Policy vest with You and will be discharged by You.

### **PART E**

**7. CHARGES:** There are no explicit charges under this Policy.

### **PART F - General Conditions**

**8. Assignment:** Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938, as amended from time to time. The entire Section 38 is reproduced and enclosed in **Annexure 3**.

**9. Nomination:** Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938, as amended from time to time. The entire Section 39 is reproduced and enclosed in **Annexure 4**.

**10. Amendment:** We reserve the right to alter or delete any of the terms and conditions of the Policy, including the benefits with prior approval of the Authority. The terms of the Policy will also stand modified from time to time, to the extent of changes in applicable laws or regulations affecting the terms and conditions of the Policy.

**11. Policy Currency:** All Premiums and benefits payable shall be paid in Indian Rupees only.

**12. Misstatement of Age:** The Age of the Insured has been admitted on the basis of the Proposal Form and/or in any statement, supporting document/proof provided in this regard. If the date of birth of the Insured has been misstated and as a result if You have paid less Premium(s) than what would have been payable for the correct age, We will be entitled to charge and You will be obliged to pay for such Premium difference since the Policy Commencement Date without interest. In case of termination of the Policy any unpaid balance will be adjusted from the benefit payout. If the date of birth of the Insured has been misstated and as a result if You have paid higher Premium(s) than what would have been payable for the correct age, We will refund the excess Premiums without any interest. If at the correct Age, the Insured was not insurable according to Our requirements, We reserve the right to pay the Premiums paid till date post deduction of any relevant cost, expenses or charges as applicable and terminate the Policy.

**13. Compliance with Laws:** It will be Your sole responsibility to ensure compliance with all applicable laws including regulations or taxation laws and payment of all applicable taxes in respect of the Premium, charges and benefits or other payouts made or received under the Policy. We are entitled to make such deductions and/or levy such charges, present and/or future which in Our opinion are necessary and appropriate, from and/or on the

Premium(s) payable or charges or benefits under the Policy on account of any income tax, withholding tax, Goods and Services Tax or other tax, cess, duty or other levy which is or may be imposed in relation to the Policy under any applicable law, order, regulation or otherwise upon Us, You or the Claimant. We will not be liable for any taxes on any of Your or Claimant's personal income. You are solely responsible for complying with Your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes in all jurisdictions in which Your tax obligations arise and relating to the services provided by Us). We do not provide any tax related advice and You are advised to seek an independent legal and/or taxation advice.

**14. Communication and Dispatch:** We will send You the Policy Document in accordance with the applicable laws. We will send the communication or notices to You either in physical or electronic mode (including sms) at Your registered address/email id or registered mobile number provided by You in proposal form or otherwise notified to Us. Any change in the registered address /email or registered mobile number of Policyholder or Claimant must be notified to Us immediately.

**15. Free-look period:** In case the Policy terms and conditions are not agreeable to You then You can opt for a cancellation of the Policy, in which case, We request You to send back this Policy Document along with the reason for Your objection within 15 days (30 days in case the Policy is sourced through distance marketing mode i.e. any means of communication other than in person) from the date of receipt of this Policy Document. In case You opt for cancellation within the said period, We shall refund the Premium received by Us subject only to deduction of the proportionate risk Premium for the period of cover, stamp duty and medical expenses, if any. Please note that this facility is available only on receipt of the original Policy Document, and will not apply to duplicate Policy Document issued by Us on Your request.

**16. Replacement of Policy Document:** We will replace a lost Policy Document if We are satisfied that it is lost, but We reserve the right to make investigations and to call for evidence of the loss of the Policy Document. If We issue a Policy Document to replace the lost Policy Document, then:

- i. the original Policy Document will cease to be applicable and You agree to indemnify Us from any and all losses, claims, demands or damages arising from or in connection with the original Policy Document.
- ii. You will not be entitled to any free-look period cancellation on the duplicate Policy Document issued. However, We may permit free-look period cancellation in cases where after investigation, it is evident that You did not receive the original Policy Document.
- iii. No charge/fee will be levied for replacement of Policy Document.

**17. Grace Period:** You are required to pay Premium on or before the Premium payment due date. However, You are provided with a Grace Period, which is 30 days for annual mode and 15 days for monthly mode from Premium due date to pay due Premium.

#### **18. General Exclusions:**

Apart from the disease specific exclusions, no benefit will be payable if any of the Major Critical Illness Condition/s is caused or aggravated directly or indirectly by any of the following:

- i. Any Pre-Existing Disease/Condition or physical condition, unless Insured has disclosed the same at the time of proposal or date of Revival whichever is later and the Company has accepted the same.
- ii. Any external congenital condition or related Illness is not covered under the policy. In case any internal congenital condition or related Illness is known and was/is being treated, is disclosed at proposal stage and accepted, claims will be covered as per policy terms and conditions. If an internal congenital condition is not known to the insured/ family members and the same is proved on the basis of relevant evidence, then such a condition will not be excluded and the claims will be covered as per policy Terms & Conditions.
- iii. Suicide or attempted suicide or intentional self-inflicted injury, by the Insured, whether sane or not at that time.
- iv. Insured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner
- v. War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strikes or industrial action.
- vi. Participation by the Insured in a criminal or unlawful act with criminal intent or committing any breach of law including involvement in any fight or affray.
- vii. Treatment for Injury or Illness caused by hazardous 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.
- viii. Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).
- ix. Participation by the Insured in any flying activity other than as a bona fide passenger (whether fare paying or non-fare paying travelling with valid travel documents), in a licensed aircraft used as public transport.
- x. Deliberate or intentional failure to seek medical advice and the Insured has intentionally delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this policy.
- xi. Nuclear reaction, Biological, radioactive or chemical contamination due to nuclear accident.

**19. Claim Procedures:** It is a Condition Precedent to Our liability that on the occurrence of the Insured Event, in order to register a claim under the Policy, the Claimant will endeavor to inform Us in writing immediately and in any event within a period of 90 days of the occurrence of the Insured Event through the Claim Form along with the following necessary documents:

- a) Claim Forms
  - Part I: Application Form for Major Critical Illness Cover Claim (Claimant's Statement) along with NEFT form
  - Part II: Confidential Medical Report –to be filled by attending physician
- b) Hospital Bills for the confinement.
- c) Attested True Copy of Indoor Case Papers of the Hospital
- d) Discharge Summary of Present and Past Hospitalizations
- e) Photo Identity of Insured with age and address proof

- f) Bank Details of the claimant – Cancelled cheque (with printed name and account number)/bank passbook and NEFT Form
- g) Certificate of Diagnosis
- h) Medical Examination Certificate (First Consultation Notes Follow- up consultation notes)
- i) Employer Certificate
- j) Leave Records, Medical Certificate & Medclaim details
- k) All related clinical Reports pertaining to the claim Insured Event-
  - Laboratory test reports
  - X-Ray / CT Scan / MRI Reports & Plates,
  - Ultrasonography Report
  - Histopathology Report
  - Clinical / Hospital Reports
  - Angiography Reports & Plates
  - Chemotherapy, Radiotherapy etc
  - Others, as may be required

If Claims is due to accidental causes (submit in addition to the above)

- l) All follow-up Consultation Notes in relation to the hospitalized condition.
- m) All police reports - First Information Report, Final Investigation Report.

Claims documents from outside India are only acceptable in English language and duly authenticated by the respective embassy of that country unless specifically agreed in writing.

If We do not receive the notification of the Insured Event within 90 days, We may condone the delay if We are satisfied that the delay was for reasons beyond the Claimant's control. We reserve the right to call for such documents or information, confirmation from Medical Practitioner acceptable to the Company including documents/ information concerning the title of the Claimant, to Our satisfaction for processing the claim. Any claim intimation to Us must be made in writing and delivered to the address, which is currently as follows: **Claims Unit:** Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India; **Resolution Centre:** 1800-103-0003 / 1800-180-0003 (BSNL/MTNL) **Email id:** claims.unit@canarahsbclife.in. Any change in the address or details above will be communicated by Us to You. For further details on the process, please visit Our claims section on Our website [www.canarahsbclife.com](http://www.canarahsbclife.com). Our liability under the Policy will be automatically discharged on payment to the Claimant.

We shall settle or reject a claim, as may be the case, within 30 days of submission of all necessary documents/information and any other additional information required for the settlement of the claim. All claims will be investigated (as required) and settled in accordance with the applicable regulatory guidelines, including IRDAI (Protection of Policyholders Regulations), 2017, within 45 days from the submission of all necessary documents/information and any other additional information required for the settlement of the claim. In case of delay in payment of any claim that has been admitted as payable by Us under the Policy, beyond the time period as prescribed under IRDAI (Protection of Policyholders Regulations), 2017, We shall pay interest at a rate which is 2% above the bank rate. For the purpose of this clause, 'bank rate' shall mean the bank rate fixed

by the Reserve Bank of India (RBI) at the beginning of the Financial Year in which the claim has fallen due.

**20. Electronic transactions:** In conducting electronic transactions, in respect of this Policy, You will comply with all such terms and conditions as prescribed by Us. Such electronic transactions are legally valid when executed in adherence to such terms and conditions and will be binding on You.

**21. Governing Law and Jurisdiction:** The Policy and all disputes arising under or in relation to the Policy will be governed by and interpreted in accordance with Indian law and by the Indian courts.

**22. Fraud, Misrepresentation and Forfeiture:** Fraud, misrepresentation and forfeiture of Premium on account of Fraud would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938, as amended from time to time, which provisions are enclosed in **Annexure 5**.

**23. Travel And Occupation:** There are no restrictions on travel or occupation under this Policy

## PART G

### 24. Grievance Redressal Procedure

**24.1** In case You wish to register a complaint with Us, You may visit our website <https://www.canarahsbclife.com/lifeinsurance/portal/canh/>, approach our resolution centre or may write to Us at the following address.

**Complaint Redressal Unit:** 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India Toll Free: 1800-103-0003/ 1800-180-0003 (BSNL/MTNL) Email: [cru@canarahsbclife.in](mailto:cru@canarahsbclife.in).

We provide a separate internal grievance redressal mechanism for promptly addressing grievances of our senior citizen customers.

We will respond to You within two weeks from the date of our receiving Your complaint. Kindly note that in case We do not receive a revert from You within eight weeks from the date of our response, We will treat Your complaint as closed.

**24.2** If You do not receive a satisfactory response from Us within the above timelines, You may write to our Grievance Redressal Officer at:

**Grievance Redressal Officer:** Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited; 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL) Email: [gro@canarahsbclife.in](mailto:gro@canarahsbclife.in)

**24.3** If You are not satisfied with Our response or do not receive a response from Us within 15 days, You may approach the Grievance Cell of the Authority at:

**Insurance Regulatory and Development Authority of India; Grievance Call Centre (IGCC)** Toll Free No:155255 Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in).

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

You can also register Your complaint by submitting Your complaint to: **Consumer Affairs Department Insurance Regulatory and Development Authority of India** ; Sy.No.115/1,Financial District, Nanakramguda, Gachibowli, Hyderabad-500032 Toll Free Number 155255

(or) 1800 4254 732. **24.4**In case You are not satisfied with the resolution or there is no response within a period of 1 month, You/complainant may approach the Insurance Ombudsman for Your State at the address mentioned below or on Authority's website [www.irda.gov.in](http://www.irda.gov.in). If the grievance pertains to the matters as mentioned below or an appropriate judicial/quasi-judicial authority having jurisdiction over the matter for redressal of Your grievance. You may also refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html> for updated list of Ombudsman. The Ombudsman may receive complaints:

- a) under Rule 13 of Insurance Ombudsman Rules, 2017 ("Rules");
- b) for any partial or total repudiation of claim by Us;
- c) for any dispute in regard to Premium paid or payable;
- d) for any dispute on the legal construction of the Policy in so far as such dispute relate to claim;
- e) for delay in settlement of claim;
- f) for non-issue of any insurance document after receipt of Premium.
- g) misrepresentation of policy terms and conditions;
- h) policy servicing related grievances against Company and their agents and intermediaries;
- i) issuance of policy which is not in conformity with the proposal form submitted by proposer;
- j) and any other matter resulting from the violation of provisions of Insurance Act, 1938 or regulations, circulars, guidelines or instructions issued by Authority from time to time or terms and conditions of the policy in so far as they relate to issues mentioned above.

As per provision 13(3) of the Rules, a complaint to the Insurance Ombudsman can be made within a period of 1 (One) year after the Company has rejected the representation or sent its final reply on the representation of the complainant, provided You/complainant is not satisfied with the resolution or there is no response within a period of 1 month, and/or provided the complaint is not on the same matter, for which any proceedings before any court or consumer forum or arbitrator is pending or were disposed of earlier.

### Annexure 1

#### LIST OF INSURANCE OMBUDSMAN\*

- 1. 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@ecoi.co.in](mailto:bimalokpal.ahmedabad@ecoi.co.in) **Jurisdiction:** Gujarat, Dadra & Nagar Haveli, Daman and Diu
- 2. Bengaluru:** Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: [bimalokpal.bengaluru@ecoi.co.in](mailto:bimalokpal.bengaluru@ecoi.co.in) **Jurisdiction:** Karnataka.
- 3. Bhopal:** Office of the Insurance Ombudsman, Janak Vihar Complex, 2<sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P.) -462 003. Tel.: 0755-2769201 / 2769202 Fax: 0755-2769203 Email:



- bimalokpal.bhopal@ecoi.co.in **Jurisdiction:** Madhya Pradesh, Chhattisgarh.
4. **Bhubaneswar:** Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar-751 009. Tel.: 0674-2596461/2596455 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in **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 Fax : 0172-2708274 Email: bimalokpal.chandigarh@ecoi.co.in **Jurisdiction:** Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
  6. **Chennai:** Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai-600 018. Tel.: 044-24333668/24335284 Fax: 044-24333664 Email: bimalokpal.chennai@ecoi.co.in **Jurisdiction:** Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
  7. **New Delhi:** Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110002. Tel.: 011-2323481/23213504 Fax: 011-23230858 Email: bimalokpal.delhi@ecoi.co.in **Jurisdiction:** Delhi
  8. **Guwahati:** Office of the Insurance Ombudsman, "Jeevan Nivesh", 5<sup>th</sup> Floor, Near Panbazar over bridge, S.S. Road, Guwahati-781 001(Assam). Tel.: 0361-2132204/2132205 Fax: 0361-2732937 Email: bimalokpal.guwahati@ecoi.co.in **Jurisdiction:** Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
  9. **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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in **Jurisdiction:** Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
  10. **Jaipur:** Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in. **Jurisdiction:** Rajasthan
  11. **Ernakulam:** 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@ecoi.co.in **Jurisdiction:** Kerala, Lakshadweep, Mahe – a part of Pondicherry
  12. **Kolkata:** 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@ecoi.co.in **Jurisdiction:** West Bengal, Sikkim, Andaman & Nicobar Islands.
  13. **Lucknow:** Office of the Insurance Ombudsman, 6<sup>th</sup> Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel: 0522 - 2231330/2231331 Fax: 0522-2231310 Email: bimalokpal.lucknow@ecoi.co.in **Jurisdiction:** Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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: 022-26106552/26106960 Fax: 022-26106052 Email: bimalokpal.mumbai@ecoi.co.in **Jurisdiction:** Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
  15. **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@ecoi.co.in **Jurisdiction:** Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
  16. **Noida:** Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, U.P. 201 301 Tel.: 0120-2514250/52/53 Email: bimalokpal.noida@ecoi.co.in **Jurisdiction:** State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, 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.
  17. **Patna:** Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 020-41312555 Email: bimalokpal.patna@ecoi.co.in **Jurisdiction:** Bihar, Jharkhand
- \*For updated list of Ombudsman please refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html>

## Annexure 2

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited  
Office Address: 2nd Floor, Orchid Business Park , Sector-48, Sohna Road, Gurugram 122018, Haryana, India

For the latest Hub-List please refer to our website at [www.canarahlife.com](http://www.canarahlife.com).

### **Annexure 3**

#### **Section 38 “Assignment and Transfer of Insurance Policies” is reproduced below**

**1.** A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made. **2.** An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1), where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policy-holder or in public interest or is for the purpose of trading of insurance policy. **3.** The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policy-holder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment. **4.** Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority. **5.** Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer: Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced. **6.** The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered: Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority. **7.** Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates. **8.** Subject to the terms and conditions of the transfer or

assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings. Explanation.— Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of sub-section (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively. **9.** Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section. **10.** Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that — (a) the proceeds under the policy shall become payable to the policy-holder or the nominee or nominees in the event of either the assignee/or transferee predeceasing the insured; or (b) the insured surviving the term of the policy, shall be valid: Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy. **11.** In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policy-holder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

### **Annexure 4**

#### **Section 39 “Nomination by Policyholder” is reproduced below**

The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death: Provided that, where any nominee is a minor, it shall be lawful for the policy-holder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee. **2.** Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer. **3.** The insurer shall furnish to the policyholder a written acknowledgment of having registered

a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change. **4.** A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination: Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its re-assignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy: Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policy-holder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy: Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policy-holder on repayment of loan other than on a security of policy to the insurer. **5.** Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policy-holder or his heirs or legal representatives or the holder of a succession certificate, as the case may be. **6.** Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors. **7.** Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee. **8.** Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount. **9.** Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance. **10.** The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015. **11.** Where a policy-holder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds

and benefit of his policy. **12.** The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied: Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

#### **Annexure 5**

Section 45 "Policy not to be called in question on ground of misstatement after three years" is reproduced below-

1. No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later. 2. A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud: Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based. Explanation I- For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the 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. Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak. 3. Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of a or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such misstatement of or suppression of a material fact are within the knowledge of the insurer: Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive. Explanation -A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer. 4. A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of Revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the

expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued: Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based: Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation. Explanation- For the purposes of this subsection, the mis-statement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured. 5. Nothing in this sections shall prevent the insurer from calling 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 that the age of the life assured was incorrectly stated in the proposal.

#### **Annexure 6 – Description of Major Critical Illnesses**

Major Critical Illness means an illness, where the Insured had or is aware of objective evidence, had consultations/investigations for it ,or was diagnosed with the disease which first became apparent or commenced more than 180 days following the Risk Commencement Date or the date of Revival, whichever is the latest and shall include either the first diagnosis of any of the following illnesses or first performance of any of the covered surgeries stated below:

##### **1. Alzheimer's Disease**

Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging. The diagnosis of Alzheimer's disease must be confirmed by an appropriate consultant and supported by the Company's appointed doctor. There must be significant reduction in mental and social functioning requiring the continuous supervision of the Insured. There must also be an inability of the Insured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 3 months:

Activities of Daily Living are defined as:

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. Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;

5. Feeding – the ability to feed oneself once food has been prepared and made available.
6. Mobility - the ability to move from room to room without requiring any physical assistance.

The following are excluded:

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

##### **2. Aplastic Anaemia**

Chronic Irreversible persistent bone marrow failure which results in Anaemia, Neutropenia and Thrombocytopenia requiring treatment with at least TWO of the following:

- Regular blood product transfusion;
- Marrow stimulating agents;
- Immunosuppressive agents; or
- Bone marrow transplantation.

The diagnosis and suggested line of treatment must be confirmed by a Haematologist using relevant laboratory investigations, including bone-marrow biopsy. Two out of the following three values should be present:

- Absolute neutrophil count of 500 per cubic millimetre or less;
- Absolute erythrocyte count of 20 000 per cubic millimetre or less; and
- Platelet count of 20 000 per cubic millimetre or less.

Temporary or reversible aplastic anaemia is excluded.

##### **3. Deafness**

Total and irreversible loss of hearing in both ears as a result of illness or accident . The 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.

##### **4. Loss of Speech**

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. The diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

All psychiatric related causes are excluded

##### **5. Medullary Cystic Kidney Disease**

Medullary Cystic Kidney Disease where the following criteria are met:

- the presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- the Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.

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

## 6. Parkinson's Disease

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

- The disease cannot be controlled with medication; and
- Objective signs of progressive impairment; and
- There is an inability of the Insured to perform (whether aided or unaided) at least 3 of the following five (6) "Activities of Daily Living" for a continuous period of at least 6 months.

The Activities of Daily Living are:

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

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

Drug-induced or toxic causes of Parkinsonism are excluded.

## 7. Systemic Lupus Erythematosus (SLE) with Lupus Nephritis

A multi-system, multifactorial, autoimmune disease characterized by the development of autoantibodies directed against various self-antigens. In respect of this Contract, Systemic Lupus Erythematosus (SLE) will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a certified doctor specializing in Rheumatology and Immunology. There must be positive antinuclear antibody test.

Other forms, discoid lupus, and those forms with only haematological and joint involvement will be specifically excluded.

WHO Classification of Lupus Nephritis:

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

Class II: Mesangial Lupus Glomerulonephritis – Moderate Proteinuria, active sediment

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

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

Class V: Membranous Lupus Glomerulonephritis – Nephrotic Syndrome or severe proteinuria.

## 8. Motor Neurone Disease With Permanent Symptoms

Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological

impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

## 9. Multiple Sclerosis With Persisting Symptoms

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

- investigations including typical MRI findings, which unequivocally confirm the diagnosis to be multiple sclerosis; and
- 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. Apallic Syndrome

Universal necrosis of the brain cortex, with the brain stem remaining intact. Diagnosis must be definitely confirmed by a Registered Medical practitioner who is also a neurologist holding such an appointment at a Hospital. There must be medical documentation available confirming that the condition has persisted for at least one (1) month..

For definition of a Hospital please refer clause 11 of Part B of this Contract.

## 11. Benign Brain Tumour

Benign brain tumour 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.

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

- 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

The following conditions are excluded:

Cysts

- Granulomas
- Malformations in the arteries and veins of the brain,
- Hematomas;
- Abscesses
- pituitary tumors,
- Tumors of skull bones and tumors of spinal cord;

## 12. Blindness

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

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.

The diagnosis of blindness must be confirmed and must not be correctable by aides or surgical procedures.

## 13. Brain Surgery

The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy with removal of bone flap to access the brain is performed. The following are excluded:

- (a) Burr hole procedures, transphenoidal procedures and other minimally invasive procedures such as irradiation by gamma knife or endovascular embolizations, thrombolysis and stereotactic biopsy

(b) Brain surgery as a result of an accident

#### **14. End-stage Lung Failure**

End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- FEV 1 test results consistently less than 1 litre measured on 3 occasions 3 months apart ; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia;
- Arterial blood gas analyses with partial oxygen pressures of 55 mmHg or less (PaO<sub>2</sub> < 55mm Hg); and
- Dyspnea at rest.

#### **15. End Stage Liver Failure**

Permanent and irreversible failure of liver function that has resulted in all three of the following:

- Ascites ;and
- Permanent jaundice ;and
- Hepatic encephalopathy.

Liver failure secondary to alcohol or drug abuse is excluded.

#### **16. Loss of Limbs**

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

#### **17. Third Degree Burns**

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

#### **18. 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 or 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 following are excluded:

(a) Spinal cord injury

The Activities of Daily Living are:

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

3. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;

4. Mobility: the ability to move indoors from room to room on level surfaces;

5. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;

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

#### **19. Coma Of Specified Severity**

A state of unconsciousness with no reaction or response to external stimuli or internal needs.

This diagnosis must be supported by evidence of all of the following:

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

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

#### **20. Kidney Failure Requiring Regular Dialysis**

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

#### **21. Permanent Paralysis Of Limbs**

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

#### **22. Fulminant Viral Hepatitis**

A submassive 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:

- rapid decreasing of liver size as confirmed by abdominal ultrasound; and
- necrosis involving entire lobules, leaving only a collapsed reticular framework (histological evidence is required); and
- rapid deterioration of liver function tests; and
- deepening jaundice; and
- hepatic encephalopathy.

Hepatitis B infection carrier alone does not meet the diagnostic criteria.

This excludes Fulminant Viral Hepatitis caused by alcohol, toxic substance or drug.

#### **23. Muscular dystrophy**

A group of hereditary degenerative diseases of muscle characterized by weakness and atrophy of muscle based on three (3) out of four (4) of the following conditions:

- (a) Family history of other affected individuals;
- (b) Clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction;

- (c) Characteristic electromyogram; or
- (d) Clinical suspicion confirmed by muscle biopsy.

The diagnosis of muscular dystrophy must be unequivocal and made by a consultant neurologist.

The condition must result in the inability of the Insured to perform (whether aided or unaided) at least three (3) of the six (6) 'Activities of Daily Living' as defined, for a continuous period of at least six (6) months.

Activities of Daily Living are defined as:

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

#### **24. Poliomyelitis**

The occurrence of Poliomyelitis where the following conditions are met:

1. Poliovirus is identified as the cause and is proved by Stool Analysis,
2. Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.

The diagnosis of Poliomyelitis must be confirmed by a Registered Medical Practitioner who is a neurologist.

#### **25. 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 permanent 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.

Activities of Daily Living are defined as:

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

#### **26. Pneumonectomy**

The undergoing of surgery on the advice of a consultant medical specialist to remove an entire lung for any physical injury or disease.

Annexure 7

GSV Factor A											
Policy Term	10	11	12	13	14	15	16	17	18	19	20
Policy year											
1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
5	58%	57%	56%	55%	54%	54%	54%	53%	53%	53%	53%
6	66%	63%	61%	60%	59%	58%	57%	57%	56%	56%	55%
7	74%	70%	67%	65%	63%	62%	61%	60%	59%	59%	58%
8	82%	77%	73%	70%	68%	66%	65%	63%	62%	61%	61%
9	90%	83%	79%	75%	72%	70%	68%	67%	65%	64%	63%
10	90%	90%	84%	80%	77%	74%	72%	70%	68%	67%	66%
11		90%	90%	85%	81%	78%	75%	73%	72%	70%	69%
12			90%	90%	86%	82%	79%	77%	75%	73%	71%
13				90%	90%	86%	83%	80%	78%	76%	74%
14					90%	90%	86%	83%	81%	79%	77%
15						90%	90%	87%	84%	81%	79%
16							90%	90%	87%	84%	82%
17								90%	90%	87%	85%
18									90%	90%	87%
19										90%	90%
20											90%