

Non-Linked Non-Participating Health Insurance Plan

**PART A
Welcome Letter**

Date: < >

<<Name of the Policyholder>>
<<Address of the Policyholder>>

Dear Sir/ Madam,

Sub: Your Policy Number <<_____>>

Welcome to Star Union Dai-ichi Life Insurance (SUD Life) family.

We, at SUD Life, thank you for trusting us as your financial partner and in helping you to financially secure lives of your loved ones.

We are enclosing herewith your Policy Document, First Premium Receipt, a copy of your proposal form and other related documents, for your records. We request you to check your personal details, terms and conditions and the privileges under this policy carefully. If you find any discrepancy in the Policy Document, please get in touch with us for the required corrections.

In case you do not agree to any of the provisions stated in the policy or the policy details, you may return the policy document to us, specifying reasons thereof, within 30 days from the date of receipt of this policy document to review the terms and condition of policy. If no claim has been made by you during this free look period of 30 days, you shall be entitled to refund of the premiums paid by you less any expenses incurred by Us on medical examinations and stamp duty charges.

Please quote your aforesaid Policy Number in all your future correspondence with us, as this will help us to serve you better.

In case you require any information about our other life insurance products, please get in touch with our executive/ our intermediary who has advised you to take this policy.

For any assistance relating to your policy or any claims enquiry, you may get in touch with us via Toll Free No: 18002668833 or Land line No: 022 39546300 or email us on customer@sudlife.in

We thank you once again for your patronage and look forward to your continued support in future as well.

Yours Sincerely,

Authorized Signatory

Corporate Agent Name / Agent/ Broker Name :	
Specified Person Name:	
Specified Person/Agent/ Broker Code:	
Specified Person/ Agent/ Broker License Code:	
Specified Person/ Agent/ Broker Tel. No.:	
Specified Person/ Agent/ Broker Mobile No.:	
Specified Person/ Agent/ Broker Email ID :	
Specified Person/Agent/ Broker Address:	

Preamble

The Proposer named in the Schedule of this Policy has submitted the Application together with a personal statement and the first instalment of Premium specified in the Schedule to Star Union Dai-Ichi Life Insurance Company Limited (the “**Company**” which expression shall include its assigns and successors) for grant of critical illness cover on the life of the person named in the Schedule. It is agreed by the Company and the Proposer (the “**Parties**”) that the Application along with the personal statement and the declaration together with any report or other document leading to the issuance of this Policy shall form the basis of this contract of insurance.

The Parties do hereby further agree that in consideration of the receipt of future Premiums as stated in the Schedule, the Company will pay such benefits (without interest) as herein stated, to the Beneficiary, on submission of proof (to the complete satisfaction of the Company) of the benefits under the Policy having become payable in accordance with the terms and conditions hereof and of the Beneficiary’s entitlement to them, provided this Policy is in force.

It is further agreed by and between the Parties that these terms and conditions, any endorsement or a separate instrument executed by the Company in connection with this Policy and any special provisions subject to which this Policy has been issued by the Company and any schedules, annexure, endorsement and/or addendums hereto shall together form part of this Policy.

It is also agreed that this Policy shall be governed by the laws of India in force from time to time and all premiums and benefits shall be payable in Indian Rupees only. The benefits and the Premiums payable under this Policy will be subject to taxes and other statutory levies as may be applicable from time to time and such taxes, levies etc will be recovered, directly and completely from the Policyholder.

SCHEDULE

I. Policy Details

Policy Type	Non-Linked Non-Participating Health Insurance Plan		
Date of Application:	< >	Application Number:	< >
Policy Number	< >	Date of Commencement of Policy:	< >
Installment Premium (Excluding Service Tax)	< >	Expiry Date/ Maturity Date	< >
Basic Sum Assured	< >	Policy Term	
Premium Payment Mode	< >	Premium Paying Term (PPT)	

*Service Tax charges are subject to change in tax laws and are applicable as per the prevailing rates.

II. Policyholder/ Proposer Details

Name of the Policyholder/ Proposer			
Date of Birth		Age	
Gender		Address	
Telephone No.		Mobile No.	
Email		Identification Proof	

III. Life Insured Details

Name of the Life Insured			
Date of Birth		Age Admitted	
Address		Telephone No	
Mobile No.		Email	
Identification Proof		Gender	

IV. Nominee Details

Name of the Nominee:		Relationship of the Nominee with the Life Insured	
Date of Birth of the Nominee:		Age:	
Address		Telephone No./ Mobile No.	
Name of the Appointee (In case the nominee is a minor):		Relationship of the Appointee with the Nominee	
Address		Age:	

V. Sum Assured Details

	Sum Assured	Policy Term	Premium Paying Term	Premium	Total Service Tax	Total Premium
Base Plan	< >	< >	<>	<>	<>	< >
Total Premium Payable						

Special Provisions (if any) :<< >>

Stamp Duty of Rs. << >> is paid for this policy by pay order, vide mudrank no XXX dated dd/mm/yyyy.

SUD Life Insurance Co. Ltd
Policy Document
SUD Life AAROGYAM



Signed for and on behalf of SUD Life Insurance Co. Ltd

Authorized Signatory
Authorized Signatory Name

IRDAI Regn: 142 | CIN - U66010MH2007PLC174472

Note:

The cover under this Policy shall commence only on completion of the waiting period. On examination of this Policy, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company.

SAMPLE

PART B

1. Definitions

Unless excluded by or repugnant to the context or defined to the contrary, the words and phrases mentioned below shall have the following meaning:

a. Accident	An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
b. Age	The age as at last birthday on the date of commencement of the policy as shown in the schedule.
c. Application	Means the proposal form and any other information given to Us to decide whether and on what terms to issue this Policy.
d. Appointee	Means the person named in the Schedule to receive payment under this Policy, if the Nominee is a minor at the time payment becomes due under this Policy.
e. Sum Assured	Means the amount as specified in the schedule.
f. Beneficiary or Nominee	The Policyholder or a person nominated by the Policyholder under this Policy and registered with the Company in accordance with clause 14 and who is authorized to receive the benefit payable under this Policy.
g. Business Day or Working Day	The day on which the offices of the Company remain open for transactions with the public at the place where the concerned transaction is to be carried out.
h. Claimant	Means the policyholder or the nominee or the assignee or the legal heir of the policyholder/ nominee as the case may be.
i. Date of Commencement of Policy	Means the date as mentioned in the Schedule
j. Diagnosis/ Diagnosed	Means the certified diagnosis of Critical Illness by a Medical Practitioner.
k. Grace Period	The time granted by the Insurer from the due date of payment of premium, without any penalty/ late fee, during which time the policy is considered to be in-force as per the terms of the policy
l. Guaranteed Surrender Value	Means the minimum guaranteed surrender value which is payable on surrender of the policy in accordance with Section 4(a).
m. 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 the Clinical Establishment (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of section 56 (1) of the said Act or complies with all minimum criteria as under: <ul style="list-style-type: none"> - has qualified nursing staff under its employment round the clock; - has at least 10 inpatient beds in towns having a population of less than 10,00,000 and 15 inpatient beds in all other places; - has qualified medical practitioner (s) in charge round the clock; - has a fully equipped operation theatre of its own where surgical procedures are carried out - maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.
n. Illness	Means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
o. IRDAI	The Insurance Regulatory and Development Authority of India
p. IRDAI Rules	The regulations made and the guidelines, directives and circulars issued by the IRDAI from time to time.

SUD Life Insurance Co. Ltd
Policy Document
SUD Life AAROGYAM



q. Life Insured	The person, as specified in Schedule, on whose life the Critical illness (including Angioplasty) Cover is effected and on diagnosis of Critical illness, the Critical illness benefit under this Policy will be payable
r. Medical Practitioner	A Medical practitioner is a person who holds a valid registration from the Medical Council of any State of India and is thereby entitled to practice medicine within its Jurisdiction; and is acting within the scope and jurisdiction of his license. Medical Practitioner shall not include: a) The Policyholder's close relative; or b) A person who resides with the Policyholder; or c) A person covered under this Policy.
s. Policy Anniversary	The date corresponding numerically with the Date of Commencement of the Policy after every Policy Year.
t. Policyholder or Proposer	The person, as specified in Schedule, who has taken this Policy from the Company
u. Policy Term	Means the term of the Policy as mentioned in Schedule
v. Policy Year	A period of 12 consecutive months commencing from the Date of Commencement of the Policy and every period of 12 consecutive months thereafter
w. Premium Paying Term (PPT)	The period, as specified in Schedule during which the Premium is payable by the Policyholder to the Company.
x. Pre-existing condition	A pre-existing condition i.e. any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and /or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.
y. Revival of the policy	Means restoration of the policy, which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the policy document, upon receipt of all the premiums due along with interest as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the insured on the basis of the information, documents and reports furnished by the policyholder, in accordance with the Board approved underwriting policy.
z. Schedule	Means the schedule, annexures, and addendums, endorsements issued by the Company in relation to this Policy and which forms part of this Policy. If the Company has issued more than one Schedule, then, the latest Schedule in time
aa. Special Surrender Value	Means the special surrender value which is payable in accordance with Section 4(b).
bb. Surrender Value	The amount which is payable in accordance with Section 4 at the time of surrender of this Policy.
cc. Surgery	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 of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner
dd. Survival Period	This refers to a period of 30 days beginning on the date of diagnosis of the Critical Illness during which the life assured must survive before the Critical Illness benefit (including Angioplasty) will be paid.
ee. Waiting Period	This refers to a period of 90 days beginning from the Date of Commencement of the Policy and in case of revival, 90 days beginning the date of the revival. During this period no benefit will be payable on diagnosis of any Critical Illness (including Angioplasty). However in case of revival of Reduced paid-up policy, the Life

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	Insured will be covered upto his paid-up sum assured during the waiting period and full cover will be restored after completion of the waiting period.
ff. We, Us, Ours,	Means Star Union Dai-ichi Life Insurance Co. Ltd (SUD Life)
gg. You, Your/ Yours	Means the person named as Life Insured/ Policyholder.

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PART C

2. **Benefits**

The policy provides for Sum Assured when the Life Insured is diagnosed with any of the Critical Illness covered under the plan.

a. **On Diagnosis of Critical Illness (CI)** (List of Critical Illness provided under Annexure 1)

Subject to the terms and condition of the policy, in case the Life Insured is diagnosed with any of the 40 Critical Illness covered under this policy, a lump sum amount which is equal to 100% of Sum Assured (as defined below) will be paid to the Life Insured and the contract will terminate immediately.

Sum Assured = Highest of

- 10 times of Annualized premium; or
- 105% of all the premiums paid (excluding service tax and extra premium, if any) as on date of diagnosis of critical illness; or
- Maturity Benefit; or
- Absolute amount assured to be paid on diagnosis of Critical Illness (i.e. Basic Sum Assured)

Where Annualized Premium for the purpose of Sum Assured, refers to premium payable in a year excluding any extra premium and loading for modal factors, if any

In case the Life Insured has not claimed any benefit for the 40 Critical Illness, the plan provides an additional cover for Angioplasty. While the policy is in force, in case the Life Insured undergoes Angioplasty, 25% of the Sum Assured subject to a maximum of Rs. 10 lakh will be paid and the cover for Angioplasty ceases. The policyholder shall continue paying the premiums and policy will continue to cover the 40 Critical Illnesses with 100% Sum Assured payable even after the claim on angioplasty.

Critical Illness benefit including Angioplasty will be paid provided:

- i. The Critical Illness including Angioplasty is diagnosed after a **Waiting Period**.
- ii. The benefits will be paid subject to the Life Insured surviving for a **Survival Period of 30 days** from date of diagnosis (including Angioplasty). The benefits will be paid even if diagnosis of Critical Illness (including Angioplasty) has happened during the policy term and survival period of 30 days crosses the policy term.

b. **Death Benefit**

Upon the death of the Life Insured during the policy term, no benefits will be paid under this policy. The policy will terminate immediately on death of the Life Insured.

c. **Maturity Benefit**

Subject to terms and conditions of this policy and provided there was no claim made under the policy except claim on Angioplasty, on survival of the Life Insured till the end of the policy term, Maturity Benefit which equals to the total premiums received (excluding extra premiums, if any) will be paid and the contract will cease.

d. **Reduced Paid Up Benefit**

If the premiums have been paid for at least first three full years and subsequent premiums are not paid during the grace period, then the Policy will acquire Reduced Paid-up status. The cover will be reduced to paid-up Sum Assured as defined below.

The Paid-up Sum Assured is defined as follows:

$$\frac{\text{Total number of premiums paid}}{\text{Total number of premiums payable}} \times \text{Sum Assured}$$

Following benefits are available under reduced paid-up status:

i. On diagnosis of Critical Illness:

The plan provides cover for 40 Critical Illness as detailed under Annexure 1.

In case the Life Insured is diagnosed with any of the 40 critical illnesses, a lump sum amount which is equal to 100% of Paid-up Sum Assured will be paid and the contract will terminate immediately.

In case the Life Insured has not claimed any benefit for the 40 Critical Illness, the plan provides an additional cover for Angioplasty. While the policy is in paid-up status, in case the Life Insured undergoes Angioplasty, 25% of the Paid-up Sum Assured subject to a maximum of Rs. 10 lac will be paid for Angioplasty and the cover for Angioplasty ceases.

The policy continues to cover the 40 Critical Illness with 100% Paid-up Sum Assured even after the claim on angioplasty.

In order to claim the benefits under paid-up policy, the Life Insured has to fulfill the condition of **waiting period** of 90 days as described under Section 2(a) above. In case of revival of reduced paid-up policy, the Life Insured will be covered up to paid-up Sum Assured during the waiting period and full cover will be restored after completion of waiting period.

The Life Insured also needs to survive until the completion of **Survival Period of 30 days** from diagnosis of the Critical Illness (including Angioplasty).

The benefits will be paid even if diagnosis of Critical Illness has happened during the policy term and survival period of 30 days crosses the policy term.

ii. On death of the Life Insured during Reduced Paid-up Policy:

In case of death of the Life Insured during the reduced paid-up status, no benefits will be paid and the policy will terminate immediately.

iii. On Maturity of the Reduced Paid-up Policy:

On survival of the Life Insured till the end of the policy term provided there was no claim made under the policy except claim on Angioplasty, maturity benefit which equals to the total premiums received (excluding extra premiums, if any) will be paid and the contract will cease.

iv. On Surrender of Reduced Paid-up Policy:

On surrender of policy in reduced paid-up status, the higher of Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV) will be paid.

3. Payment of Premium

- i. Under this Policy, the Policyholder has an option to pay the Premiums to the Company either through Yearly, Half-Yearly, Quarterly or Monthly mode in accordance with the Premium payment mode chosen by the Policyholder, in the manner specified in Schedule.
- ii. A grace period of 30 days is allowed for payment of yearly or half-yearly or quarterly mode and a grace period of 15 days allowed where the premium payment mode is monthly.

- iii. If the Life Insured is diagnosed with any of the Critical Illness covered under the plan during the grace period, benefits under the product will be paid after deduction of premiums then due and all premiums falling due during that policy year.

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PART D

4. Surrender Value

The policy acquires surrender value provided all premiums have been paid for at least three consecutive full years. The Policyholder has to give a written request to the Company for surrendering the policy. Once the policy is surrendered, no further benefits will be paid under this Policy.

During the policy term, the surrender value payable will be higher of Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV) which are calculated as follows:

a. Guaranteed Surrender Value (GSV) is equal to

Guaranteed Surrender Value Factor x Total premiums paid (excluding extra premiums if any) upto the date of surrender

GSV factors as provided below are guaranteed throughout the policy term:

Year	1	2	3	4	5	6	7	8	9	10
GSV	0%	0%	30%	50%	55%	60%	65%	75%	80%	90%

b. Special Surrender Value will be calculated using the formula as mentioned below: .

Special Surrender Value Factor multiplied by total premiums paid (excluding extra premiums if any) upto the date of surrender.

Special Surrender Value can be amended by the Company from time to time after prior approval from the IRDAI.

5. Termination

This Policy shall terminate on the occurrence of the earliest of the following events:

- a. On policy being lapsed by non-payment of due premium and not revived within revival period.
- b. On surrender of the policy i.e. upon payment of applicable surrender value.
- c. On payment of the Critical Illness Benefit (except for Angioplasty) as mentioned under clause 2(b) above.
- d. On death of the Life Insured
- e. On Maturity date i.e. upon the payment of maturity benefit.

6. Suicide

In the event the Life Insured commits Suicide, no benefits will be paid.

7. Other Exclusions

No benefits will be payable under this Policy if the Critical Illness is caused directly or aggravated by any of the listed exclusions:

1. Any Critical illness having occurred within the Waiting Period.
2. A pre-existing condition i.e. any condition, ailment or injury or related condition(s) for which Life Insured had signs or symptoms, and /or were diagnosed, and / or received medical advice / treatment within 48 months prior to the first policy issued by the insurer.
3. War or hostilities (whether war be declared or not).
4. Civil war, rebellion, revolution, civil unrest or riot.
5. Participation in any armed force.
6. Self-inflicted act.
7. Drug-taking other than under the direction of a qualified medical practitioner.
8. Diagnosis of Critical illness by Medical Practitioner reveals excessive consumption of alcohol
9. HIV/AIDS.

10. Nuclear fusion, nuclear fission, nuclear waste or any radioactive or ionizing radiation
11. Criminal Act with criminal intent.

8. Free Look Period

The free look period shall be applicable at the inception of the policy.

- The Life Insured will be allowed a period of 30 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable.
- If the Life Insured has not made any claim during the free look period, the Life Insured shall be entitled to a refund of the amount of premium paid less any expenses incurred by the Insurer on medical examination of the insured person and the stamp duty charges.

9. Lapse Policy

If the policyholder has not paid the due premiums within the grace period for the first three full years, the policy will lapse. The policy cover shall cease and no benefits will be paid under a lapsed policy.

10. Revival of the Policy

- a. A lapsed Policy or a Policy with Reduced Paid Up status can be revived within a period of two years from the due date of the first unpaid Premium provided:
 - i. The Policyholder has submitted a written request to revive this Policy.
 - ii. On receipt of all arrears of premium with an applicable rate of interest at the time of payment (currently 9% p.a., the revision of the interest rate is subject to prior approval of IRDAI).
 - iii. On submission of the satisfactory medical evidence of insurability of the Life Insured as per the Board approved underwriting policy applicable at that time. The cost of the required medical examination, if any will be borne by the policyholder. (We may impose extra premium for the continuance of the Policy in accordance with our Board approved underwriting policy).
- b. The Company reserves the right to accept or reject the revival of the lapsed Policy or a Policy with Reduced Paid Up status as per the Board approved underwriting guidelines.
- c. Once the Policy is revived, all the benefits under this Policy will be restored to original benefits level (i.e. level of benefits payable/paid as if the policy is in force) subject to completion of waiting period. In case of revival of Reduced paid-up policy, the Life Insured will be covered up to his paid-up sum assured during the waiting period and full cover will be restored after completion of the waiting period

11. Reviewability of Premiums

- I. The premium rates once applied to the policy shall be guaranteed for the first five policy years.
- II. On completion of five policy years, the premium rates may be revised subject to prior approval from IRDAI.
- III. This revised premium rates will be applicable from the date of approval by the Authority and shall be applied only prospectively thereafter at the date of policy anniversary.
- IV. If the policyholder does not agree to the revised premium rates, the policyholder has the choice to terminate the coverage and receive the applicable surrender benefits or continue the policy with the Paid-up benefit.

PART E

Charges

Not Applicable

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PART F

12. Claims Processing

In the event of a claim on diagnosing with any Critical Illness arising under this policy, the Company will pay the benefits as herein stated under the Policy, to the Claimant / Nominee/ Beneficiary / Policyholder on proof to the complete satisfaction of the Company, in its sole discretion.

- a. All claims must be notified to the Company in writing by the Policyholder/ Life Insured or the Nominee/ Beneficiary preferably within 180 days in the prescribed format provided by the Company, for registering a claim under this Policy along with the following documents:
 - i. Original Policy document (copy of policy document in case of angioplasty claim)
 - ii. Claimant's statement/ claim form;
 - iii. Attested death certificate of the Life Insured from the municipal/local authorities
 - iv. Medical Report confirming the occurrence of Critical Illness which is acceptable by Us.
 - v. Past and Present medical records (such as diagnosis summary, daily records, investigation test reports, if available)
 - vi. Copy of photo-identity proof of the claimant and supporting documents evidencing the rights of claimants; and
 - vii. Any additional information and documents required by the Company for assessing the validity of a claim and for processing a claim request.
- b. The Company shall pay the claim amount within 30 days from the date of receipt of the last of the documents as mentioned above, failing which, We shall pay interest on the claim amount at the rate of 2% more than the prevailing bank rate prevalent at the beginning of the financial year in which the claim has been reviewed by Us.
- c. All benefits payable under this Policy will be paid by the Company in Indian rupees.
- d. A discharge or receipt by the Policyholder or the Nominee/ Beneficiary shall be a good, valid and sufficient discharge to the Company in respect of any payment made by the Company hereunder.
- e. Upon receipt of satisfactory proof of a claim under this Policy, the Company shall process the claim request.
- f. The Company may even consider payment of the claims without any documents and/or other requirements provided there are sufficient grounds to believe that the documents are destroyed completely and could not be retrieved due to causes like natural disaster (e.g. flood, earthquake etc) etc.

13. Assignment

Assignment is as per Section 38 of the Insurance Act 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 2 for reference.

14. Nomination

Nomination is allowed as per the provisions of Section 39 of the Insurance Act, 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 3 for reference.

15. Fraud and Misrepresentation & Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure –4 for reference.

16. Electronic Transactions

The Policyholder shall adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, mobile, short messaging services, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines, network or through other means of telecommunications, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

17. Taxation

The Company shall deduct the applicable taxes in accordance with the prevailing provisions of the tax laws in India. All Premiums and benefits payable under this Policy are subject to applicable taxes, cess, etc, which shall be paid by the Policyholder along with the benefits or Premiums. The Policyholder will be liable to pay all applicable taxes as levied by the Government/ statutory authorities from time to time.

18. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, facsimile or e-mail to:

a) **The Policyholder / Beneficiary**

As per the details specified in the Application / change of address intimation submitted by the Policyholder to the Company

b) **The Company**

Address: Customer Service Desk,
Registered Office: 11th Floor, Vishwaroop IT Park,
Plot No. 34, 35 & 38, Sector 30A of IIP,
Vashi, Navi Mumbai – 400 703

It is very important that the Policyholder immediately communicates any change of address or nomination to enable the Company to service this Policy effectively. The Company may change the address stated above and intimate the Policyholder of such change by suitable means.

19. Declaration relating to Mis-statement of Age

This policy contract has been issued on the basis of the admitted age in the Proposal Form/ Application form and as specified in the Schedule, In the event the stated age is found to be incorrect the company may initiate the following action:

- a) If age of Life Insured is found to be beyond the age band prescribed for this product, the policy will be cancelled and all the premiums paid excluding taxes and stamp duty will be refunded as per Section 45 of the Insurance Act 1938 as amended from time to time.
- b) If the Correct Age of the Life Insured is found to be higher than the Admitted Age but the Life Insured remains eligible to be covered under this Policy then, subject to fresh underwriting, Premium and extra premiums, if any will be recalculated as per the Correct Age from the Date of Commencement of policy and the Life Insured shall pay to the Company the difference between the premiums paid and premiums payable as per the Correct Age together with interest at the applicable rate of interest (currently 9% p.a.)
- c) If the Correct Age of the Life Insured is found to be lower than the Admitted Age, the Premium will be recalculated as per the Correct Age from the Date of Commencement of policy and the Company shall refund, without interest, the difference between the premiums paid by the Life Insured on the basis of the Admitted Age and the premiums calculated as per the Correct Age.

20. Loss of a Policy Document

- a) If the Policy document is lost or misplaced, the Policyholder will give the Company a written request stating the fact and the reason of the loss. The Company will issue a duplicate Policy document if the company is satisfied that the Policy document is lost. On the issue of the duplicate Policy document, the original Policy document immediately and automatically ceases to have any validity. The Company may recover cost of issue of duplicate policy from the Policyholder as per the Company Policy.
- b) The Policyholder agrees to indemnify and hold the Company free and harmless from any costs, expenses, claims, awards or judgments arising out of or in relation to the original Policy document.

21. Governing Laws & Jurisdiction

The terms and conditions of this Policy shall be governed by and subject to Indian laws. All matters and disputes arising from or relating to or concerning this Policy shall be governed by and determined in accordance with Indian laws and shall be subject to the jurisdiction of the courts situated at Mumbai or as prescribed in the relevant laws/ acts.

SAMPLE

PART G

22. Grievance Redressal Procedure

- a. If the Policyholder/ Life Insured/ Beneficiary have any query or complaint/ grievance, then, the Policyholder/ Life Insured/ Beneficiary can approach the Company at the following address:

Customer Service Desk,

Star Union Dai-ichi Life Insurance Company Ltd.,
Registered Office: 11th Floor, Vishwaroop IT Park,
Plot No. 34, 35 & 38, Sector 30A of IIP,
Vashi, Navi Mumbai – 400 703
Contact No: 022 39546300
Email ID: customercare@sudlife.in

- b. If the Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision of the above office, or have not received any response within 10 days, then, the Policyholder/ Life Insured/ Beneficiary may contact the following official for resolution, on the address mentioned below:

Vice President –Operations & Service Delivery

Star Union Dai-ichi Life Insurance Company Ltd.,
Registered Office: 11th Floor, Vishwaroop IT Park,
Plot No. 34, 35 & 38, Sector 30A of IIP,
Vashi, Navi Mumbai – 400 703
Contact No: 022 39546300
Email ID: grievanceredressal@sudlife.in

- c. If the Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision of the above officer, or have not received any response within 10 days, then, the Policyholder/ Life Insured/ Beneficiary may contact the following official for resolution, on the address mentioned below.

Chief Compliance Officer

Star Union Dai-ichi Life Insurance Company Ltd.,
Registered Office: 11th Floor, Vishwaroop IT Park,
Plot No. 34, 35 & 38, Sector 30A of IIP,
Vashi, Navi Mumbai – 400 703
Contact No: 022 39546300
Email ID: cgro@sudlife.in

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

IRDAI Grievance Call Centre (IGCC)

TOLL FREE NO:155255
Email ID: complaints@irda.gov.in

You can also register your complaint online at <http://www.igms.irda.gov.in/> Address for communication for complaints by fax/paper:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheerbagh,

Hyderabad – 500 029, Andhra Pradesh
 Fax No: 91- 40 – 6678 9768

- e. An acknowledgment to all complaints received will be sent within 3 working days of receipt of the complaint/grievance.
- f. If the Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision/ resolution of the Company, then, the Policyholder/ Life Insured/ Beneficiary may approach the Insurance Ombudsman at the address given below if his/her issues pertains to the following and to provision 12(1) of the Redressal of Public Grievances Rules 1998:
 - i. insurance claim that has been rejected or dispute on legal construction of the policy with regard to a claim;
 - ii. delay in settlement of claim;
 - iii. dispute with regard to premium;
 - iv. non-receipt of any insurance document;
 - v. any dispute in regard to premium paid or payable in terms of the policy.
- g. The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
- h. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:
 - i. Only if a representation had been made to the Company in regard to the grievance and the same has been rejected by the Company or the complainant is not satisfied with the reply of the Company or no reply has been received to the representation for a period of 1 month after it is received by the Company;
 - ii. Within a period of 1 year from the date of its rejection or from the date of the final reply of the Company;
 - iii. The complaint is not on the same subject-matter for which any proceedings before any court or consumer forum is pending or were so earlier.

Address of the Insurance Ombudsman:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U. Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh & Chhattisgarh

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BHUBANESHWAR	Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR – 751 009 Tel.0674-2596461/ 55 Tele Fax - 0674-2596429 E-mail: bimalokpal.bhubaneswar@gbic.co.in	Orissa
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 E-mail: bimalokpal.chandigarh@gbic.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , Chandigarh
CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 Anna Salai, Teynampet, CHENNAI – 600 018 Tel. 044-24333668 /5284 Fax: 044-24333664 E-mail: bimalokpal.chennai@gbic.co.in	Tamil Nadu,Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI – 110 002 Tel. 011-23239633/ 23237532 Fax: 011-23230858 E-mail: bimalokpal.delhi@gbic.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI – 781 001 (Assam) Tel. : 0361-2132204/5 Fax:0361-2732937 E-mail: bimalokpal.guwahati@gbic.co.in	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court, Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004 Tel. 040-65504123/ 122 Fax: 040-23376599 E-mail: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telgana, Yanam – a part of the UT of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Bldg, Opp. Cochin Shipyard,	Kerala , Lakshadweep , Mahe – a part of Pondicherry

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	M.G. Road , ERNAKULAM – 682 015 Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in	
KOLKATA	Office of The Insurance Ombudsman Hindusthan Building Annexe, 4th Floor, 4 Chittaranjan Avenue KOLKATA -700 072 Tel: 033 22124346/(40) Fax: 033 22124341 Email: bimalokpal.kolkata@gbic.co.in	West Bengal , Andaman & Nicobar Islands , Sikkim
LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel : 0522 -2231330/ 31 Fax : 0522-2231310 Email bimalokpal.lucknow@gbic.co.in	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.
MUMBAI	Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI – 400 054 Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952	Bihar, Jharkhand.

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	Email: bimalokpal.patna@gbic.co.in	
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 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

SAMPLE

Critical Illness Conditions:

Annexure 1

The product will cover the following 40 Critical illness conditions.

Sr. No	Critical Illnesses	Sr. No	Critical Illnesses
1	Apallic Syndrome	21	Surgery to Aorta
2	Benign Brain Tumor	22	Fulminant Viral Hepatitis
3	Blindness	23	Alzheimer's Disease
4	Brain Surgery	24	Aplastic Anemia
5	Cancer of Specified Severity	25	Cardiomyopathy
6	Chronic Lung Disease	26	Deafness
7	Coma of Specified Severity	27	Loss of Speech
8	End Stage Liver Disease	28	Medullary Cystic Kidney Disease
9	Open Chest CABG	29	Motor Neuron Disease with Permanent Symptoms
10	First Heart Attack – of Specified Severity	30	Multiple Sclerosis with Persisting Symptoms
11	Open Heart Replacement Or Repair of Heart Valves	31	Muscular Dystrophy
12	Kidney Failure requiring Regular Dialysis	32	Parkinson's Disease
13	Loss of Independent Existence	33	Progressive Systemic Sclerosis
14	Loss of Limbs	34	Primary Pulmonary Hypertension
15	Encephalitis	35	SLE with Lupus Nephritis
16	Major Burns	36	Dissolution of the nerve roots of Brachial Plexus
17	Major Head Trauma	37	Bacterial Meningitis
18	Major Organ / Bone Marrow Transplant	38	Carotid Artery Surgery
19	Permanent Paralysis of Limbs	39	Chronic Recurrent Pancreatitis
20	Stroke resulting in Permanent Symptoms	40	Ulcerative Colitis

In addition to the 40 Critical Illnesses, the plan also provides an additional cover for Angioplasty, provided the Life Assured has not claimed any benefit for the 40 Critical Illnesses.

Critical Illness Definitions:

1. Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem intact. This diagnosis must be definitely confirmed by a consultant neurologist holding such an appointment at a hospital. This condition has to be medically documented for at least 1 month.

Hospital:

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- 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;
- has qualified medical practitioner(s) in charge round the clock;

- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

2. Benign Brain Tumor

A non-malignant tumor located in the cranial vault and limited to the brain, meninges or cranial nerves where all of the following conditions are met:

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

The following are excluded:

1. Cysts;
2. Granulomas;
3. Vascular Malformations;
4. Hematomas; and
5. Tumors of the pituitary gland or spinal cord.

3. Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident. This diagnosis must be confirmed by an ophthalmologist.

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

4. Brain Surgery

Aneurysm or ballooning of a part of the wall of a blood vessel in the brain that is serious enough to warrant corrective surgery. Benefit shall only be payable on the actual undergoing of surgery to the brain under general anesthesia during which craniotomy is performed. Treatment by micro coil thrombosis or balloon embolization alone is excluded. Burr hole procedures, Tran sphenoidal procedures and other minimally invasive procedures are also excluded.

5. Cancer of Specified Severity

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

The following are excluded

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

6. Chronic Lung Disease

End Stage Respiratory Failure including Chronic Interstitial Lung Disease

The following criteria must be met:

- a. Requiring permanent oxygen therapy as a result of a consistent FEV1 test value of less than one litre.(Forced Expiratory Volume during the first second of a forced exhalation)
- b. Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less
- c. Permanent supplementary oxygen therapy required for hypoxemia
- d. Dyspnea at rest.

This diagnosis must be confirmed by a chest physician.

7. Coma of Specified Severity

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

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

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

8. End Stage Liver Disease

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

- a. Uncontrollable Ascites ;
- b. Permanent Jaundice;
- c. Esophageal or Gastric Varices and Portal Hypertension;
- d. Hepatic Encephalopathy.

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

9. Open Chest CABG

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

The following are excluded

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

10. First Heart Attack – of Specified Severity

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

1. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
2. new characteristic electrocardiogram changes
3. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

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

11. Open Heart Replacement Or Repair of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/ valvuloplasty are excluded.

12. 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.

13. Loss of Independent Existence

Confirmation by a consultant physician registered with the Indian Medical Association of the loss of independent existence due to illness or trauma, lasting for a minimum period of 6 months and resulting in a permanent inability to perform at least three (3) of the six (6) Activities of Daily Living given at the end of the section, 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 hope of recovery with current medical knowledge and technology.

Activities of Daily Living:

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

14. Loss of Limbs

Complete and permanent loss of function of two or more entire limbs due to injury or disease persisting for a period of at least 6 months and with no foreseeable possibility of recovery; or the complete severance of two or more limbs above the wrist or ankle through accident or disease. The condition must be confirmed by a consultant neurologist. Self-inflicted injuries are excluded.

15. Encephalitis

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection. A definite diagnosis must be certified by a consultant neurologist and causing permanent inability to perform (whether aided or unaided) at least 3 of the six (6) "Activities of Daily Living" given at the end of the section, for a continuous period of at least 6 months.

Encephalitis caused by HIV infection is excluded.

Activities of Daily Living:

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

16. Major Burns

Third degree (full thickness of the skin) burns covering at least 20% of the surface of the life assureds' body. The condition must be confirmed by a consultant physician acceptable to the Company.

17. Major Head Trauma

Accidental head injury resulting in permanent neurological deficit to be assessed no sooner than 6 weeks from the date of the accident. This diagnosis must be confirmed by a consultant Neurologist and supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by violent, unexpected, external, involuntary 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 six (6) Activities of Daily Living given at the end of the section, either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word “permanent” shall mean beyond the scope of recovery with current medical knowledge and technology.

The following are excluded:

- Spinal cord injury; and
- Head injury due to any other causes

Activities of Daily Living:

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

18. Major Organ / Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

- Other stem-cell transplants
- Where only islets of Langerhans are transplanted

19. 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.

20. Stroke resulting in Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, hemorrhage and embolization from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions.

21. Surgery to Aorta

The actual undergoing of surgery via thoracotomy or laparotomy to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.

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

Stent-grafting is not covered.

22. Fulminant Viral Hepatitis

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

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

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

23. Alzheimer's Disease

A progressive degenerative disease of the brain characterized by diffuse atrophy throughout the cerebral cortex with distinctive histopathologic changes. There must be deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in all of the following:

- Permanent irreversible failure of brain function;
- Standardized tests must prove a significant cognitive impairment due to Alzheimer's disease; and
- The Life Insured must require continuous supervision to prevent the Life Insured from harming others or him/herself.

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

The following are excluded:

- Non-organic diseases such as neurosis and psychiatric illnesses; and
- Alcohol related brain damage.

24. Aplastic Anemia

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

- Repeated blood transfusions;
- Marrow stimulating agents;
- Immunosuppressive agents; or
- Bone marrow transplant

The diagnosis must be confirmed by a hematologist.

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

25. Cardiomyopathy

The unequivocal diagnosis by a consultant cardiologist, of cardiomyopathy that has been confirmed by an echocardiogram and has resulted in the presence of permanent physical impairments of at least class IV of the New York Heart Association Classification of cardiac impairment.

Class IV – Inability to carry out any activity without discomfort. Symptoms of Congestive Cardiac Failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

26. Deafness

Means irrecoverable loss of hearing in both ears, with an auditory threshold of more than 90 decibels in all frequencies of hearing, as a result of sickness or injury. No benefits will be payable if in general medical opinion a hearing aid, device, or implant could result in the partial or total restoration of hearing.

27. Loss of Speech

Means the complete and irrecoverable loss of speech as a result of physical injury or damage to the vocal cords. The loss of the ability 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.

No benefits will be payable if in general medical opinion any aid, device, treatment or implant could result in the partial or total restoration of speech.

All psychiatric related causes are excluded.

28. Medullary Cystic Kidney Disease

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

29. Motor Neuron Disease with Permanent Symptoms

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

30. Multiple Sclerosis with Persisting Symptoms

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

- investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
- well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.

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

31. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterized by weakness and atrophy of muscle without involvement of the nervous system. In respect of this contract, claims shall only be admitted if Muscular Dystrophy causes permanent inability of the Life Assured to perform (whether aided or unaided) at least 3 of the six (6) "Activities of Daily Living" given at the end of the section, for a continuous period of at least 6 months.

Activities of Daily Living:

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

32. Parkinson's Disease

A slowly progressive degenerative disease of the central nervous system with degeneration of neurons and region of the brain that causes a reduction of dopamine levels in parts of the brain. The disease must be unequivocally diagnosed and all of the following conditions must be fulfilled:

- The disease cannot be controlled with medication;
- The disease shows definite signs of progressive impairment; and
- The disease must cause neurological deficit resulting in the permanent and irreversible inability of the Life Assured to perform (whether aided or unaided) at least 3 (three) of the six (6) “Activities of Daily Living” given at the end of the section, for a continuous period of at least 6 months.

Only primary idiopathic Parkinson’s Disease is covered. All other forms of Parkinsonism are excluded.

Activities of Daily Living:

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

33. Progressive Systemic Sclerosis

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

The following are excluded:

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

34. Primary Pulmonary Hypertension

Disabling Primary Pulmonary Hypertension is the pathological increase of pulmonary pressure due to structural, functional or circulatory disturbances of the lung leading to right ventricular enlargement. The disease must result in permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment. There must be proof that pulmonary pressure has remained above 30mm Hg for a period of at least six months.

Class IV – Inability to carry out any activity without discomfort. Symptoms of Congestive Cardiac Failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

35. SLE with Lupus Nephritis

A multisystem, multifactorial, autoimmune disorder characterized by the development of auto-antibodies directed against various self-antigens. In respect of this contract, systematic lupus erythematosus will be restricted to those forms of systematic lupus erythematosus which involve the kidneys (Class III to Class V Lupus nephritis, established by renal biopsy, and in accordance with the WHO classification as noted below). Other forms, discoid lupus and those forms with hematological and joint involvement are specifically excluded. The final diagnosis must be supported by a consultant physician specializing in Rheumatology and Immunology.

WHO Lupus nephritis classification

WHO class I (minimal)	Negative, normal urine
WHO class II (mesangial)	Moderate proteinuria, occasionally active sediment
WHO class III (focal segmental)	Proteinuria, active sediment

WHO class IV (diffuse)	Acute nephritis with active sediment and/or nephrotic syndrome
WHO class V (membranous)	Nephrotic syndrome or severe proteinuria

36. Dissolution of the nerve roots of Brachial Plexus

Permanent loss of sensory function of the upper limb caused by the dissolution of 2 (two) or more brachial plexus nerve roots caused by an accident or injury. The diagnosis must be confirmed via electro diagnostic tests performed by a consultant neurologist.

37. Bacterial Meningitis

Bacterial or viral infection resulting in severe inflammation of the membranes of the brain, brain substance (cerebral hemisphere, brainstem or cerebellum) or spinal cord, resulting in permanent inability to perform (whether aided or unaided) at least 3 of the six (6) “Activities of Daily Living” given at the end of the section, for a continuous period of at least 6 months.

Activities of Daily Living:

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

38. Carotid Artery Surgery

The actual undergoing of surgery to the carotid artery (Carotid Endarterectomy) by a neurological surgeons required to remove plaque causing narrowing of the carotid artery following a stroke which has lasted more than 6 (six) months. The surgery must be medically necessary as confirmed by a consultant neurologist for the prevention of the recurrence of cerebrovascular ischemic attacks.

39. Chronic Recurrent Pancreatitis

The unequivocal diagnosis of recurrent inflammation of the pancreas, involving more than three attacks of pancreatitis within two years and progressing to a stage of pancreatic insufficiency, calcification and cysts. The pancreatic insufficiency must be documented by the presence of weight loss, symptoms of malabsorption, diarrhea, steatorrhea as well as the need of replacement pancreatic digestive enzymes. The diagnosis must be made by an gastroenterologist and confirmed by Endoscopic Retrograde Cholangio Pancreatography (ERCP). Chronic recurrent pancreatitis resulting directly from alcohol abuse is excluded.

40. Ulcerative Colitis (Crohn’s disease)

For the purpose of this policy, Ulcerative Colitis shall mean acute Fulminant Ulcerative Colitis involving the entire colon and exhibiting the presence of life threatening electrolyte disturbances, intestinal distention, intestinal rupture, severe bloody diarrhea as well as some systemic signs and symptoms, requiring total colectomy and ileostomy. Diagnosis must be confirmed by histopathological finding.

41. Angioplasty

The actual undergoing of balloon angioplasty, laser relief or other techniques to correct significant stenosis of at least 70% of two or more coronary arteries as considered medically necessary by a consultant cardiologist. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery. Diagnostic angiography is excluded.

Section 38- Assignment and Transfer of Insurance Policies.

Annexure 2

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the policySuch conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Act 1938, as amended from time to time shall not be affected by this section.

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Section 39- Nomination by policyholder

Annexure 3

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

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Act 1938 as amended from time to time.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Act 1938 as amended from time to time, a nomination is made in favor of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

Annexure 4

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

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

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

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

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