

Axis Max Life Critical Illness and Disability Rider
Non-Linked Non-Participating Individual Pure Risk Health Insurance Rider
UIN: 104B033V02
PROSPECTUS

CRITICAL ILLNESS COVERAGE IS AVAILABLE IN THIS RIDER.

ABOUT AXIS MAX LIFE INSURANCE

Axis Max Life Insurance Limited, formerly known as Max Life Insurance Company Ltd., is a Joint Venture between Max Financial Services Limited (“MFSL”) and Axis Bank Limited. Axis Max Life Insurance offers comprehensive protection and long-term savings life insurance solutions through its multi-channel distribution, including agency and third-party distribution partners. It has built its operations over two decades through a need-based sales process, a customer-centric approach to engagement and service delivery and trained human capital. As per the annual audited financials for FY2023-24, Axis Max Life Insurance has achieved a gross written premium of INR 29,529 Cr. For more information, please visit the company website at www.axismaxlife.com

AXIS MAX LIFE CRITICAL ILLNESS AND DISABILITY RIDER

You have purchased a life insurance policy to ensure long-term protection for you and your family. However, life is full of uncertainties. We at Axis Max Life Insurance understand this, which is why we offer you a solution to make your protection planning more comprehensive. You can add Axis Max Life Critical Illness and Disability Rider to your life insurance policy (base plan) to provide additional protection against an unfortunate diagnosis of the listed Critical Illnesses. This rider provides additional critical illness benefit in case you are diagnosed with any of the listed critical illnesses. The benefits under this rider are payable in addition to the base plan benefit(s).

KEY FEATURES OF AXIS MAX LIFE CRITICAL ILLNESS AND DISABILITY RIDER

Investment in your health is one of the best kind of investment. With that understanding, Axis Max Life brings you a comprehensive plan that covers you against the uncertainties that life has to offer. Axis Max Life Critical Illness and Disability Rider provides you the following main benefits:

- **Comprehensive CI cover:** Option to choose Gold variant (coverage of 22 CI) or Platinum variant (coverage of 64 CI)
- **Total and Permanent Disability variant:** This rider offers coverage on Total and Permanent Disability
- **Flexible payment option:** You can opt for limited pay or regular pay option as per your base plan for the rider cover
- **Max Fit Program:** A Wellness Benefit is available in this rider with the objective of maintaining customer’s good health and improving it

AXIS MAX LIFE CRITICAL ILLNESS AND DISABILITY RIDER AT A GLANCE

Minimum Entry Age (age as on last birthday)	18 years (age last birthday)		
Maximum Entry Age (age as on last birthday)-	65 years (age last birthday)		
Maximum Maturity Age (age as on last birthday)			
	1	Gold Variant (22 CIs)	85 years
	2	Gold Plus Variant (22 CI <i>plus</i> TPD)	75 years
	3	Platinum Variant (64 CIs)	85 years
	4	Platinum Plus Variant (64 CI <i>plus</i> TPD)	75 years
	5	Total & Permanent Disability Variant (TPD)	75 years
			75 years
Minimum Policy Terms	5 years		
Maximum Policy Terms	20 years The Rider Policy Term cannot be higher than base plan Policy Term		
Premium Payment Term & Policy Term	Limited Pay & Regular Pay premium payment variants are available.		
	Limited Pay (PPT < PT)	5 to 19 Years	(PPT plus 1) to 20 Years
	Regular Pay (PPT = PT)	5 to 20 Years	5 to 20 Years
	Available Rider Policy Term shall be subject to applicable maximum maturity age. A policyholder can choose to attach the rider any time during the subsequent policy anniversary as per the available rider terms and conditions.		

	The Rider Premium Payment Term cannot be higher than base plan Premium Payment Term.
Premium Payment modes	The premium payment mode and modal factor for the rider are the same as under the base policy.
Minimum Sum Assured	<p>Minimum initial Rider Sum Assured is Rs. 1,00,000</p> <p>Rider Sum Assured (Rider SA) is equal to “sum assured under health cover”</p> <p>"Sum assured under health cover" means an absolute amount of benefit which is guaranteed to become payable on happening of insured health related contingency in accordance with the terms and conditions of the policy under health cover.</p>
Maximum Sum Assured	<p>Maximum initial Rider Sum Assured is Rs. 1 Crore</p> <p>Initial Rider SA means the SA at the inception of the rider.</p> <p>The maximum initial Rider SA as a proportion of Sum Assured under the base product will be as per the prevailing regulations. The Rider sum assured cannot exceed the sum assured under the base product.</p> <p>In case, the insured has option to reduce Sum Assured under base plan and if such reduced Sum Assured is less than the rider Sum Assured, the rider SA shall automatically reduce to comply with the regulations.</p>
Minimum Annualised Premium	As per minimum rider sum assured
Maximum Annualised Premium	<p>As per maximum rider sum assured, subjected to board approved underwriting policy of the company.</p> <p>In addition, note that the premium pertaining to health related or critical illness riders shall not exceed 100% of premium under the basic product, the premiums under all other life insurance riders put together shall not exceed 30% of premiums under the basic product.</p> <p>All applicable taxes, cesses and levies are collected over and above the rider premium.</p>

	S.NO..	Name of Product	UIN allotted by IRDAI
Product to which the rider will be attached	1	Axis Max Life Savings Advantage Plan	104N111V03
	2	Axis Max Life Smart Wealth Income Plan	104N120V03
	3	Axis Max Life Smart Wealth Advantage Growth Par Plan	104N135V02
	4	Axis Max Life Smart Fixed Return Digital Plan	104N123V05
	5	Axis Max Life Smart Wealth Plan	104N116V13
	6	Axis Max Life Smart Wealth Advantage Guarantee Elite Plan	104N138V03
	7	Axis Max Life Smart Wealth Advantage Guarantee Plan	104N124V10
	8	Axis Max Life Smart Secure Plus Plan	104N118V10
	9	Axis Max Life Smart Total Elite Protection Plan	104N125V06
As this rider is an additional benefit rider, both the base benefit and the rider benefit will be paid, even if there is an overlap. Hence there shall be no overlap in benefit offered under riders & different base products.			

BENEFITS IN DETAIL

Following benefit variants are available under the rider to choose from -

- Gold variant:** a suite of 22 critical illnesses is covered (one minor, 21 major)
- Gold Plus Variant:** In addition to a suite of 22 critical illnesses (one minor, 21 major), TPD is also covered
- Platinum variant:** a suite of 64 critical illness is covered (five minor, 59 major)
- Platinum Plus variant:** In addition to a suite of 64 critical illnesses (five minor, 59 major), TPD is also covered
- Total and Permanent Disability (TPD) Variant:** TPD shall mean the occurrence of any of the conditions as mentioned in *Annexure 2* as a result of accidental bodily injury, sickness or disease

Please note that only one variant out of the available five variants can be chosen.

Plan Benefits

(This section shall describe the various contingencies under which the benefits would be payable)

Benefit	How and when Benefits are payable	Details												
Diagnosis of listed Critical Illness/TPD	Payable on acceptance of Critical Illness or TPD claim	<p>The benefits paid on covered Critical Illness conditions and TPD are defined as follows:</p> <table border="1"> <tr> <th></th><th></th><th></th></tr> <tr> <td data-bbox="570 638 821 873"><u>Variant 1 & 3:</u> Diagnosis of listed Critical Illness</td><td data-bbox="821 638 1057 873">Lower of 25% of Rider SA or Rs. 5 Lacs is payable on diagnosis of any of the covered minor CI conditions</td><td data-bbox="1057 638 1466 873">100% of Rider SA minus minor CI claims paid, if any is payable on the diagnosis of any of the covered major CI conditions.</td></tr> <tr> <td data-bbox="570 873 821 1140"><u>Variant 2 & 4:</u> Diagnosis of listed Critical Illness or occurrence of TPD</td><td data-bbox="821 873 1057 1140">Lower of 25% of Rider SA or Rs. 5 Lacs is payable on diagnosis of any of the covered minor CI conditions</td><td data-bbox="1057 873 1466 1140">100% of Rider SA minus minor CI claims paid, if any is payable on the diagnosis of any of the covered major CI conditions or occurrence of TPD, whichever is earlier</td></tr> <tr> <td data-bbox="570 1140 821 1457"><u>Variant 5:</u> Occurrence of Total and Permanent Disability (TPD)</td><td data-bbox="821 1140 1057 1457">NA</td><td data-bbox="1057 1140 1466 1457"> <p>Total and Permanent Disability, due to an accident or an illness, would be covered.</p> <p>The Rider SA is payable on a valid TPD claim during the Rider Coverage Term, subject to rider benefit being in-force.</p> </td></tr> </table> <p>The claim benefit shall be payable on survival of the life insured up to the applicable survival period following the confirmed diagnosis of the insured conditions.</p> <p>The benefit amount is payable on a valid CI or TPD claim (whichever is applicable) during the rider coverage term, subject to rider benefit being in-force.</p> <p>In case of minor CI claim under the rider, the rider will pay for minor CI claim as detailed above and the rider will continue with reduced Rider SA for</p>				<u>Variant 1 & 3:</u> Diagnosis of listed Critical Illness	Lower of 25% of Rider SA or Rs. 5 Lacs is payable on diagnosis of any of the covered minor CI conditions	100% of Rider SA minus minor CI claims paid, if any is payable on the diagnosis of any of the covered major CI conditions.	<u>Variant 2 & 4:</u> Diagnosis of listed Critical Illness or occurrence of TPD	Lower of 25% of Rider SA or Rs. 5 Lacs is payable on diagnosis of any of the covered minor CI conditions	100% of Rider SA minus minor CI claims paid, if any is payable on the diagnosis of any of the covered major CI conditions or occurrence of TPD, whichever is earlier	<u>Variant 5:</u> Occurrence of Total and Permanent Disability (TPD)	NA	<p>Total and Permanent Disability, due to an accident or an illness, would be covered.</p> <p>The Rider SA is payable on a valid TPD claim during the Rider Coverage Term, subject to rider benefit being in-force.</p>
<u>Variant 1 & 3:</u> Diagnosis of listed Critical Illness	Lower of 25% of Rider SA or Rs. 5 Lacs is payable on diagnosis of any of the covered minor CI conditions	100% of Rider SA minus minor CI claims paid, if any is payable on the diagnosis of any of the covered major CI conditions.												
<u>Variant 2 & 4:</u> Diagnosis of listed Critical Illness or occurrence of TPD	Lower of 25% of Rider SA or Rs. 5 Lacs is payable on diagnosis of any of the covered minor CI conditions	100% of Rider SA minus minor CI claims paid, if any is payable on the diagnosis of any of the covered major CI conditions or occurrence of TPD, whichever is earlier												
<u>Variant 5:</u> Occurrence of Total and Permanent Disability (TPD)	NA	<p>Total and Permanent Disability, due to an accident or an illness, would be covered.</p> <p>The Rider SA is payable on a valid TPD claim during the Rider Coverage Term, subject to rider benefit being in-force.</p>												

		<p>other Insured Major Critical Illness conditions or TPD (whichever is applicable).</p> <p>If the first claim under the policy is for one of the insured major critical illness conditions or TPD (whichever is applicable), then the Rider SA will be paid as detailed above and then the rider would terminate.</p> <p><u>Following a valid minor CI claim,</u></p> <ul style="list-style-type: none"> • Rider SA will reduce by amount equal to minor CI claim paid (i.e. minimum of 25% of Rider SA or Rs. 5 lacs), and the reduced Rider SA will be available for any subsequent claim for major critical illness conditions or TPD (whichever is applicable). • Maximum of three minor CI conditions can be claimed (one in case of variant 1 and 2). However, only one claim will be paid for the same minor CI • The cooling period between diagnosis of any two minor CI is one year. No claim shall be payable in case of diagnosis of minor CI within one year of diagnosis of a minor CI already claimed for. • There is no cooling period between payment of minor CI and major CI/TPD. • Only one valid claim will be admissible under the policy for all Insured CI conditions. This means that multiple claims against the same CI are not allowed. For example, if a claim is paid for Angioplasty, the claim for Angioplasty again during the rider policy term shall not be allowed. • On diagnosis of a major CI or occurrence of TPD (whichever is applicable), 100% of Rider SA minus total minor CI claim paid (if any) shall be payable <p>Please note that coverage under the rider will continue even after payment of minor CI. The life insured can claim up to 3 minor CI conditions (one in case of variant 1 and 3).</p> <p>The premiums will not reduce if minor CI claim has been paid out.</p> <p>The maximum total pay-out under the Rider is 100% of the Rider SA. Following payment of 100% of the rider SA, the rider terminates.</p> <p>For any claim to be valid under this rider, the incidence of the condition must be the first occurrence in the lifetime of the Life Insured and conform to survival period. If the diagnosis has happened during the rider coverage term, the claim will be payable even if the survival period is beyond policy period, subject to life assured being alive throughout the survival period. The benefit would be paid only if the diagnosed critical illnesses condition or TPD (whichever is applicable) falls within the definition laid down by Axis Max Life Insurance Co. Ltd. and subject to applicable exclusions and waiting period.</p>
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Death	Payable Immediately on the death of life insured	There is no death benefit payable under this rider	
Surrender	Payable Immediately on surrender of the policy	The rider shall acquire an Exit Value (EV) subject to the criteria given below:	
		Limited variant Pay	On payment of two full years' premium
		Regular variant Pay	Not available
		<u>The EEV is determined basis the formula provided below:</u> 75% x (Total premiums paid for Rider benefit) x (Remaining Rider Coverage Term in months /Total Rider Coverage Term in months) x (Total premiums paid for Rider benefit / Total premiums payable for Rider benefit) x {(Rider SA at inception <i>less</i> minor CI Claim paid, if any)/Rider SA at inception} <i>'Premium' here for calculation of EV means premium including extra premium (if any) but excluding modal extra and any applicable taxes, cesses or levies</i>	
Maturity Benefit	Not Applicable	Not Applicable	
Max Fit Program-Wellness Benefit (Inbuilt benefit without any additional premium)	On Accumulation of Healthy weeks	A Wellness Benefit is available in this rider with the objective of maintaining customer's good health and improving it. This is an inbuilt benefit available to life insured without paying any additional premium. The Life Insured is eligible for a discount on renewal premium by accumulating Healthy Weeks as per table given below:	
		0 to 12	Nil
		13 to 26	5%
		27 to 36	7.5%
		Above 36	10%
*Any healthy week accumulated in the last month of a policy year will not be counted towards calculation of discount.			
Recording minimum 50,000 steps can accumulate one Healthy Week in a week subject to maximum 15,000 steps per day.			

		<p><i>Note:</i></p> <ul style="list-style-type: none"> • <i>For Limited Pay variant, the discount shall be equal to the “Discount in Table above” multiplied by the ‘Factor’. Here the ‘Factor’ shall be computed by the formula given below:</i> <p><i>‘Factor’ = $\{1-1/1.055^{PPT}\} / \{1-1/1.055^{PT}\}$</i></p> <ul style="list-style-type: none"> ○ <i>Where PPT means chosen Premium Payment Term of the rider and chosen PT means Policy Term of the rider.</i> ○ <i>For example: In case of PPT 5 and PT 10 years, the Factor is equal to 57% and if the no. of Healthy Weeks recorded are above 36 in policy year 1, customer shall be eligible for premium discount of 5.7% in policy year 2.</i> <p>Please note that Wellness Benefit is not available in variant 5 i.e. TPD benefit.</p> <p>The above benefit is available only for the first 5 policy years since inception. This benefit will not be available in case the rider is in lapse status and in case of reinstatement of rider beyond the first 5 policy years. In case of reinstatement of the policy within the first 5 policy years, the benefit will be applicable until the end of first 5 policy years since inception.</p> <p>Any discount on the next due Annualised Premium will be communicated to you via email, SMS/ letter/ calls as a part of renewal communication.</p>
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LAPSE AND REVIVAL

Conditions for lapse/reinstatement/revival of the contract shall be same as that applicable for the base product.

HOW DOES THIS PLAN WORK?

Mr. Kumar purchases a Axis Max Life insurance policy with 5-year premium payment term and 10-year policy term (Rs. 20 Lakhs as base policy sum assured), with himself as Life Insured. Further, in order to ensure additional protection, he also buys Axis Max Life Critical Illness and Disability Rider’s Platinum variant (Rs. 10 Lakhs rider sum assured with 5-year rider premium payment term) at a nominal incremental price. Considering Mr. Kumar pays all his premiums on time, he can avail the rider benefits in the following ways:

Scenarios	Rider Benefit	Base Policy Benefit
Mr. Kumar is diagnosed with one of the listed major illness in the 3 rd year of his policy (while he is still paying the policy premium).	Rider sum assured of Rs. 10 lakhs is paid to Mr. Kumar on confirmed diagnosis of his illness (after the survival period of 14 days) and the rider terminates	Base policy benefit will still stand and will not be impacted by the rider pay-out.
Mr. Kumar is diagnosed with one of the listed minor illness in the 8 th year of his policy (while the premium payment term has ended but the policy term continues).	Rider sum assured of Rs. 2.5 lakhs is paid to Mr. Kumar on confirmed diagnosis of his illness (after the survival period of 14 days) and the rider benefits continues	Base policy benefit will still stand and will not be impacted by the rider pay-out.
Mr. Kumar dies when the base policy and the rider is in-force.	None (the rider provides no benefit on death)	Base policy death benefit is paid to the beneficiary immediately upon approval of claim, and the policy contract terminates.

Kindly note that the above scenarios are only examples and do not in any way create any rights and/or obligations.

TERMINATION OF POLICY

The rider cover shall terminate upon the happening of the first of the following events:

1. on the date on which we receive the free look cancellation request;
2. death of Life Insured;
3. on payment of 100% rider SA under this rider;
4. on the expiry of the rider coverage term;
5. on date on which the rider or base cover is cancelled or terminated for any reason;
6. on receipt of written request from the life insured for surrender of the rider or base cover;
7. on cancellation/ termination of the cover by the Company on grounds of misrepresentation, fraud or non-disclosure subject to section 45 of the Insurance Act, 1938 as amended from time to time.

TERMS AND CONDITIONS

Waiting Period

There is a waiting period of 90 days for major CI conditions/TPD and 180 days for minor CI conditions from the date of policy issuance or date of revival, whichever is later.

This waiting period is not applicable for claims occurring solely due to an accident.

In case the insured event happens during waiting period, no benefit shall be payable. However, in such case, the rider cover will terminate and Company will refund 100% of the premium paid corresponding to the rider benefit.

Survival Period

In respect of all the benefits, a 14-day survival period is applicable. This refers to the period from the diagnosis and fulfilment of the definition of the conditions covered, which the life assured, must survive before the benefit will be paid.

Please note that claim payment will only be made with confirmatory diagnosis of the conditions covered while the insured is alive (i.e. a claim would not be admitted if the diagnosis is made post-mortem).

Note that for TPD benefit under all variants, the applicable survival period shall be as per the TPD definition.

Grace Period

Conditions for grace period of the contract shall be same as that applicable for the base product.

Free-Look

You have a Period of 30 (Thirty) days beginning from the date of receipt of the Rider document to review the terms and conditions of the Rider. If You disagree with any of the terms or conditions of the Rider document, or otherwise, and have not made any claim, You have the option to cancel the Rider by sending a written request to Us, by stating the reasons for such objections.

Upon receipt of Your request and if no claim has been made under the Rider,, the Rider shall terminate immediately and all rights, benefits and interests under the Rider shall cease immediately. You will be entitled to refund of the Rider Premiums received by Us, after deducting the proportionate risk Rider premium for the period of cover, charges of stamp duty paid and the expenses incurred on medical examination of the Life Insured, if any, irrespective of the reasons mentioned

Alterations

- Rider can be attached to the Base Plan at inception or at any policy anniversary of the base plan as per board approved underwriting policy and the applicable rider terms and conditions.
- Rider shall automatically be terminated if the base plan is surrendered and exit value under the rider, if any shall be payable.
- Rider can be surrendered even without surrendering the base plan

Annexure 1

Below table provides the list of critical illnesses covered:

S. No.	Name of CI or Surgery Benefit Variant	Minor/ Major	1 and 2	3 and 4
1	Angioplasty	Minor	✓	✓
2	CiS / Early Stage Cancer	Minor		✓
3	Small Bowel Transplant	Minor		✓
4	Brain Aneurysm Surgery or Cerebral Shunt Insertion	Minor		✓
5	Severe Osteoporosis	Minor		✓
6	Cancer of Specified Severity	Major	✓	✓
7	Myocardial Infraction (First Heart Attack of Specific Severity)	Major	✓	✓
8	Open Chest CABG	Major	✓	✓
9	Open Heart Replacement or Repair of Heart Valves	Major	✓	✓
10	Coma of Specified Severity	Major	✓	✓
11	Kidney Failure Requiring Regular Dialysis	Major	✓	✓
12	Stroke Resulting in Permanent Symptoms	Major	✓	✓
13	Major Organ /Bone Marrow Transplant	Major	✓	✓
14	Permanent Paralysis of Limbs	Major	✓	✓
15	Motor Neuron Disease with Permanent Symptoms	Major	✓	✓
16	Multiple Sclerosis with Persisting Symptoms	Major	✓	✓
17	Benign Brain Tumor	Major	✓	✓
18	Blindness	Major	✓	✓
19	Deafness	Major	✓	✓
20	End Stage Lung Failure	Major	✓	✓
21	End Stage Liver Failure	Major	✓	✓
22	Loss of Speech	Major	✓	✓
23	Loss of Limbs	Major	✓	✓
24	Major Head Trauma	Major	✓	✓
25	Primary (Idiopathic) Pulmonary Hypertension	Major	✓	✓
26	Third Degree Burns	Major	✓	✓
27	Alzheimer's Disease	Major		✓
28	Parkinson's Disease	Major		✓
29	Aorta Graft Surgery	Major		✓
30	Amputation of Feet Due to Complications from Diabetes	Major		✓
31	Apallic Syndrome	Major		✓
32	Aplastic Anaemia	Major		✓
33	Bacterial Meningitis	Major		✓
34	Brain Surgery	Major		✓
35	Cardiomyopathy	Major		✓
36	Chronic Adrenal Insufficiency (Addison's Disease)	Major		✓
37	Chronic Relapsing Pancreatitis	Major		✓
38	Creutzfeldt-Jacob Disease (CJD)	Major		✓
39	Crohn's Disease	Major		✓
40	Dissecting Aortic Aneurysm	Major		✓
41	Eisenmenger's Syndrome	Major		✓

42	Elephantiasis	Major		✓
43	Encephalitis	Major		✓
44	Fulminant Viral Hepatitis	Major		✓
45	Hemiplegia	Major		✓
46	HIV due to Blood Transfusion and Occupationally Acquired HIV	Major		✓
47	Infective Endocarditis	Major		✓
48	Loss of Independent Existence (Cover up to Age 74)	Major		✓
49	Loss of One Limb and One Eye	Major		✓
50	Medullary Cystic Disease	Major		✓
51	Muscular Dystrophy	Major		✓
52	Myasthenia Gravis	Major		✓
53	Myelofibrosis	Major		✓
54	Necrotising Fasciitis	Major		✓
55	Other Serious Coronary Artery Disease	Major		✓
56	Pheochromocytoma	Major		✓
57	Poliomyelitis	Major		✓
58	Progressive Scleroderma	Major		✓
59	Progressive Supranuclear Palsy	Major		✓
60	Severe Rheumatoid Arthritis	Major		✓
61	Severe Ulcerative Colitis	Major		✓
62	Systemic Lupus Erythematosus with Lupus Nephritis	Major		✓
63	Terminal Illness	Major		✓
64	Tuberculosis Meningitis	Major		✓

Critical Illness Definitions:

1. Cancer of Specified Severity

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

The following are excluded –

- i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All 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

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

2. MYOCARDIAL INFARCTION (First Heart Attack of Specific Severity)

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

- i. A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- ii. New characteristic electrocardiogram changes
- iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

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

3. Open Chest CABG

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist

The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures

4. Open Heart Replacement or Repair of Heart Valves

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

5. 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 from alcohol or drug abuse is excluded.

6. Kidney Failure Requiring Regular Dialysis

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

7. Stroke resulting in permanent symptoms

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

The following are excluded:

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

8. Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

- i. Other stem-cell transplants
- ii. Where only Islets of Langerhans are transplanted

9. 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.

10. 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.

11. Multiple Sclerosis with Persisting Symptoms

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

- i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Neurological damage such as SLE is excluded.

12. Benign Brain Tumor

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

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

- 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:

- a. Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

13. 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 aids or surgical procedure.

14. Deafness

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

15. End Stage Lung Failure

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

- i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- iii. Arterial blood gas analysis with partial oxygen pressures of 55mmHg or less ($\text{PaO}_2 < 55$ mmHg); and
- iv. Dyspnea at rest.

16. End Stage Liver Failure

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

- i. permanent jaundice; and
- ii. ascites; and
- iii. hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

17. 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. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

18. 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.

19. Major Head Trauma

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word “permanent” shall mean beyond the scope of recovery with current medical knowledge and technology.

The Activities of Daily Living are:

- 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.

The following is excluded:

- i. Spinal cord injury.

20. Primary (Idiopathic) Pulmonary Hypertension

An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

The NYHA Classification of Cardiac Impairment are as follows:

- i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.

- ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

21. 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.

22. Angioplasty (Minor CI)

Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

Diagnostic angiography or investigation procedures without angioplasty/stent insertion are excluded.

23. Alzheimer's Disease

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

Deterioration or loss of intellectual capacity, as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning, requiring the continuous supervision of the Insured Person. The diagnosis must be supported by the clinical confirmation of a Neurologist and supported by our appointed Medical Practitioner.

The disease must result in a permanent inability to perform three or more Activities of daily living with "Loss of Independent Living" or must require the need of supervision and permanent presence of care staff due to the disease. This must be medically documented for a period of at least 90 days

The following conditions are however not covered:

- non-organic diseases such as neurosis;
- alcohol related brain damage; and
- any other type of irreversible organic disorder/dementia

The Activities of Daily Living are:

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

24. Parkinson's disease

The unequivocal diagnosis of progressive, degenerative idiopathic Parkinson's disease by a Neurologist acceptable to us.

The diagnosis must be supported by all of the following conditions:

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

Activities of daily living are:

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

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

25. Aorta Graft Surgery

The actual undergoing of major Surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the Aorta through surgical opening of the chest or abdomen. For the purpose of this cover the definition of “**Aorta**” shall mean the thoracic and abdominal aorta but not its branches.

The Insured Person understands and agrees that we will not cover:

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

Aorta graft surgery benefit covers Surgery to the aorta wherein part of it is removed and replaced with a graft.

26. Amputation of feet due to complications from Diabetes

Diabetic neuropathy and vasculitis resulting in the amputation of both feet at or above ankle as advised by a Registered Doctor who is a specialist, as the only means to maintain life.

Amputation of toe or toes, or any other causes for amputation shall not be covered.

27. Apallic Syndrome or Persistent Vegetative State (PVS)

Apallic Syndrome or Persistent vegetative state (PVS) or unresponsive wakefulness syndrome (UWS) is a Universal necrosis of the brain cortex with the brainstem remaining intact. The diagnosis must be confirmed by a Neurologist acceptable to us and the patient should be documented to be in a vegetative state for a minimum of at least one month in order to be classified as UWS, PVS, Apallic Syndrome.

28. Aplastic Anaemia

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

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

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

- a. Absolute neutrophil count of less than 500/mm³ or less
- b. Platelets count less than 20,000/mm³ or less
- c. Reticulocyte count of less than 20,000/mm³ or less

Temporary or reversible Aplastic Anaemia is excluded.

29. Bacterial Meningitis

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

This diagnosis must be confirmed by:

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

The Activities of Daily Living are:

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

30. Brain Surgery

The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy is performed. Keyhole surgery is included however, minimally invasive treatment where no surgical incision is performed to expose the target, such as irradiation by gamma knife or endovascular neuroradiological interventions such as embolizations, thrombolysis and stereotactic biopsy are all excluded. Brain surgery as a result of an Accident is also excluded. The procedure must be considered medically necessary by a Registered Doctor who is a qualified specialist.

31. Cardiomyopathy

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Doctor who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association (NYHA) Classification Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

- NYHA Class IV – inability to carry out an activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy has to be supported by echocardiographic findings of compromised ventricular performance.

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

32. Chronic Adrenal Insufficiency (Addison's Disease)

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

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

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

33. Chronic Relapsing Pancreatitis

An unequivocal diagnosis of Chronic Relapsing Pancreatitis made by a Registered Doctor who is a specialist in gastroenterology and confirmed as a continuing inflammatory disease of the pancreas characterised by irreversible morphological change and typically causing pain and/or permanent impairment of function. The condition must be confirmed by pancreatic function tests and radiographic and imaging evidence.

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

34. Creutzfeldt-Jacob Disease (CJD)

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

35. Severe Crohn's Disease

Crohn's Disease is a chronic, transmural inflammatory disorder of the bowel. To be considered as severe, there must be evidence of continued inflammation in spite of optimal therapy, with all of the following having occurred:

- Stricture formation causing intestinal obstruction requiring admission to hospital, and
- Fistula formation between loops of bowel, and
- At least one bowel segment resection.

The diagnosis must be made by a Registered Doctor who is a specialist Gastroenterologist and be proven histologically on a pathology report and/or the results of sigmoidoscopy or colonoscopy.

36. Dissecting Aortic Aneurysm

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

37. Eisenmenger's Syndrome

Development of severe pulmonary hypertension and shunt reversal resulting from heart condition. The diagnosis must be made by a Registered Doctor who is a specialist with echocardiography and cardiac catheterisation and supported by the following criteria:

- Mean pulmonary artery pressure > 40 mm Hg
- Pulmonary vascular resistance > 3mm/L/min (Wood units); and
- Normal pulmonary wedge pressure < 15 mm Hg.

38. Elephantiasis

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

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

39. Encephalitis

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a Registered Doctor who is a consultant neurologist and the permanent neurological deficit must be documented for at least 6 weeks. The permanent deficit should result in permanent inability to perform three or more Activities for Daily Living (listed below).

Activities of daily living are:

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

- iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Mobility: the ability to move indoors from room to room on level surfaces;
- v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- vi. Feeding: the ability to feed oneself once food has been prepared and made available.

40. Fulminant Viral Hepatitis

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

- i. Rapid decreasing of liver size
- ii. Necrosis involving entire lobules, leaving only a collapsed reticular framework
- iii. Rapid deterioration of liver function tests
- iv. Deepening jaundice; and
- v. Hepatic encephalopathy.

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

41. Hemiplegia

The total and permanent loss of the use of one side of the body through paralysis persisting for a period of at least 6 weeks and with no foreseeable possibility of recovery caused by illness or injury. Self-inflicted injuries are excluded.

42. HIV due to Blood transfusion and occupationally acquired HIV

- A) Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:
 - The blood transfusion was medically necessary or given as part of a medical treatment
 - The blood transfusion was received in India after the Policy Date, Date of endorsement or Date of reinstatement, whichever is the later
 - The source of the infection is established to be from the Institution that provided the blood transfusion and the Institution is able to trace the origin of the HIV tainted blood; and
 - The Life Insured does not suffer from Thalassaemia Major or Haemophilia.
- B) Infection with the Human Immunodeficiency Virus (HIV) which resulted from an Accident occurring after the Policy Date, date of endorsement or date of reinstatement, whichever is the later whilst the Life Insured was carrying out the normal professional duties of his or her occupation in India, provided that all of the following are proven to the Company's satisfaction:

- Proof that the Accident involved a definite source of the HIV infected fluids;
- Proof of sero-conversion from HIV negative to HIV positive occurring during the 180 days after the documented Accident. This proof must include a negative HIV antibody test conducted within 5 days of the Accident; and
- .

This benefit is only payable when the occupation of the Life Insured is a Registered Doctor, housemen, medical student, registered nurse, medical laboratory technician, dentist (surgeon and nurse) or paramedical worker, working in medical centre or clinic in India. This benefit will not apply under either section A or B where a cure has become available prior to the infection. “Cure” means any treatment that renders the HIV inactive or non-infectious.

43. Infective Endocarditis

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

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

44. Loss of Independent Existence (cover up to age 74)

Inability to perform at least three (3) of the “Activities of Daily Living” as defined below (either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons) for a continuous period of at least six (6) months and leading to a permanent inability to perform the same. For the purpose of this definition, the word “permanent” shall mean beyond the hope of recovery with current medical knowledge and technology. The Diagnosis of Loss of Independent Existence must be confirmed by a Registered Doctor.

Only Life Insured with Insurance Age between 18 and 74 on first diagnosis is eligible to receive a benefit under this illness.

Activities of daily living are:

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

- Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- Mobility: the ability to move indoors from room to room on level surfaces;
- 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.

45. Loss of One Limb and One Eye

Total, permanent and irrecoverable loss of sight of one eye and loss by severance of one limb at or above the elbow or knee.

The loss of sight of one eye must be clinically confirmed by a Registered Doctor who is an eye specialist and must not be correctable by aides or surgical procedures.

46. Medullary Cystic Disease

Medullary Cystic 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.

47. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The diagnosis of muscular dystrophy must be unequivocal and made by a Registered Doctor who is a consultant neurologist. The condition must result in the inability of the Life Insured to perform (whether aided or unaided) at least 3 of the 6 “Activities of Daily Living” for a continuous period of at least 6 months.

Activities of daily living are:

- 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;
- Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- Mobility: the ability to move indoors from room to room on level surfaces;
- 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.

48. Myasthenia Gravis

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

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

Myasthenia Gravis Foundation of America Clinical Classification:

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

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

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

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

Class V: Intubation needed to maintain airway.

49. Myelofibrosis

A disorder which can cause fibrous tissue to replace the normal bone marrow and results in anaemia, low levels of white blood cells and platelets and enlargement of the spleen. The condition must have progressed to the point that it is permanent, and the severity is such that the Life Insured requires a blood transfusion at least monthly. The diagnosis of myelofibrosis must be supported by bone marrow biopsy and confirmed by a Registered Doctor who is a specialist.

50. Necrotising Fasciitis

Necrotizing fasciitis is a progressive, rapidly spreading, infection located in the deep fascia causing necrosis of the subcutaneous tissues. An unequivocal diagnosis of necrotizing fasciitis must be made by a Registered Doctor who is a specialist and the diagnosis must be supported with laboratory evidence of the presence of a bacteria that is a known cause of necrotising fasciitis. There must also be widespread destruction of muscle and other soft tissues that results in a total and permanent loss or function of the affected body part.

51. Other Serious Coronary Artery Disease

The narrowing of the lumen of at least one coronary artery by a minimum of 75% and of two others by a minimum of 60%, as proven by coronary angiography, regardless of whether or not any form of coronary artery intervention or surgery has been performed.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery (but not including their branches).

52. Pheochromocytoma

Presence of a neuroendocrine tumour of the adrenal or extra-chromaffin tissue that secretes excess catecholamines requiring the actual undergoing of surgery to remove the tumour.

The Diagnosis of Pheochromocytoma must be confirmed by a Registered Doctor who is an endocrinologist.

53. Poliomyelitis

The occurrence of Poliomyelitis where the following conditions are met:

- i. Poliovirus is identified as the cause,
- ii. Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.

54. Progressive Scleroderma

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

The following are excluded:

- i. Localised scleroderma (linear scleroderma or morphea);
- ii. Eosinophilic fasciitis; and
- iii. CREST syndrome.

55. Progressive Supranuclear Palsy

Confirmed by a Registered Doctor who is a specialist in neurology of a definite diagnosis of progressive supranuclear palsy. There must be permanent clinical impairment of motor function, eye movement disorder and postural instability.

56. Severe Rheumatoid Arthritis

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

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

The Activities of Daily Living are:

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

57. Severe Ulcerative Colitis

Acute fulminant ulcerative colitis with life threatening electrolyte disturbances.

All of the following criteria must be met:

- the entire colon is affected, with severe bloody diarrhoea; and
- the necessary treatment is total colectomy and ileostomy; and
- the diagnosis must be based on histopathological features and confirmed by a Registered Doctor who is a specialist in gastroenterology.

58. Systemic Lupus Erythematosus with Lupus Nephritis

A multi-system autoimmune disorder characterised by the development of autoantibodies directed against various self-antigens. In respect of this Policy, systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a Registered Doctor specialising in Rheumatology and Immunology.

The WHO Classification of Lupus Nephritis:

Class I Minimal Change Lupus Glomerulonephritis

Class II Mesangial Lupus Glomerulonephritis

Class III Focal Segmental Proliferative Lupus Glomerulonephritis

Class IV Diffuse Proliferative Lupus Glomerulonephritis

Class V Membranous Lupus Glomerulonephritis

59. Terminal Illness

The conclusive diagnosis of an illness, which in the opinion of a Registered Doctor who is an attending Consultant and agreed by our appointed Registered Doctor, life expectancy is no greater than twelve (12) months from the date of notification of claim, regardless of any treatment that might be undertaken.

60. Tuberculosis Meningitis

Meningitis caused by tubercle bacilli, resulting in permanent neurological deficit. Such a diagnosis must be confirmed by a Registered Doctor who is a specialist in neurology.

61. CIS / Early Stage Cancer (Minor CI)

Carcinoma In-Situ (CiS) – Carcinoma-in-situ shall mean first ever histologically proven, localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in any of the following covered organ groups, and subject to any classification stated:

- i. Breast, where the tumor is classified as Tis according to the TNM Staging method
- ii. Corpus uteri, vagina, vulva or fallopian tubes where the tumor is classified as Tis according to the TNM Staging method or FIGO (staging method of the Federation Internationale de Gynecologie et d'Obstetrique) Stage 0
- iii. Cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or as Tis according to the TNM Staging method or FIGO Stage 0
- iv. Ovary –include borderline ovarian tumors with intact capsule, no tumor on the ovarian surface, classified as T1aN0M0, T1bN0M0 (TNM Staging) or FIGO 1A, FIGO 1B
- v. Colon and rectum; Penis; Testis; Lung; Liver; Stomach, Nasopharynx and oesophagus
- vi. Urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary Carcinoma is included.

The diagnosis of the Carcinoma in situ must always be supported by a histopathological report. Furthermore, the diagnosis of Carcinoma In-Situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.

Pre-malignant lesion and carcinoma in situ of any organ, unless listed above, are excluded.

b. Specified Early Stage Cancers – Specified EarlyCancers shall mean first ever presence of one of the following malignant conditions:

- i. Prostate Cancer that is histologically described using the TNM Classification as T1N0M0 or Prostate cancers described using another equivalent classification.
- ii. Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.
- iii. Tumors of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification).

- iv. Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI Stage 0 or lower is excluded.
- v. Malignant melanoma that has not caused invasion beyond the epidermis.
- vi. Hodgkin's lymphoma Stage I by the Cotswold's classification staging system.
- vii. The Diagnosis must be based on histopathological features and confirmed by a Pathologist.

Pre - malignant lesions and conditions, unless listed above, are excluded.

62. Small Bowel Transplant (Minor CI)

The receipt of a transplant of small bowel with its own blood supply via a laparotomy resulting from intestinal failure.

63. Brain Aneurysm Surgery or Cerebral Shunt Insertion (Minor CI)

- a) The actual undergoing of surgical repair of an intracranial aneurysm or surgical removal of an arterio-venous malformation via craniotomy. The surgical intervention must be certified to be absolutely necessary by a specialist in the relevant field. Endovascular repair or procedures are not covered, or
- b) The actual undergoing of surgical implantation of a shunt from the ventricles of the brain to relieve raised pressure in the cerebrospinal fluid. The need of a shunt must be certified to be absolutely necessary by a specialist in the relevant field.

64. Severe Osteoporosis (Minor CI)

The occurrence of Osteoporosis with Fractures must be confirmed by a Specialist in the relevant medical field and all of the following conditions are met:

- i. At least fracture of neck of femur or two (2) vertebral body fractures, due to or in the presence of Osteoporosis; and
- ii. Bone mineral density measured in at least two (2) sites by dual-energy x-ray densitometry (DEXA) or quantitative CT scanning is consistent with severe Osteoporosis (T-score of less than -2.5)

Actual undergoing of internal fixation or replacement of fractured bone is required.

Coverage for Osteoporosis with Fracture will automatically cease after the insured attains seventy (70) years of age.

Permanent Exclusions for Critical Illness Benefit:

We shall not be liable to make any payment under this Policy towards a covered Critical Illness, directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Any Illness, sickness or disease other than those specified as Critical Illnesses under this Policy.
2. Pre-existing Disease means any condition, ailment, injury or disease / critical illness / disability:
 - a. That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement; or
 - b. For which medical advice or treatment was recommended by, or received from, a Physician within 36 months Prior to the effective date of the policy issued by the insurer or its reinstatement

Coverage under the policy after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer.

3. Any Critical Illness directly or indirectly caused due to treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
4. Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner.
5. Any Critical Illness directly or indirectly caused due to intentional self-injury, suicide or attempted suicide, whether the person is medically sane or insane.
6. Any Critical Illness directly or indirectly, caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
7. Any Critical Illness caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
8. Working in underground mines, tunneling or involving electrical installations with high tension supply, or as race jockeys or circus personnel.
9. Congenital External Anomalies, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Insured.
10. Any Critical Illness directly or indirectly caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, including but not limited to, para jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep sea diving and selfie accident.
11. Participation by the Insured Person in any flying activity, except as a bona fide, fare paying passenger of a recognized airline on regular routes and on a scheduled timetable.
12. Any Critical Illness directly or indirectly, caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic

pregnancy. Any Critical Illness due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

13. Any Critical Illness directly or indirectly, caused by any unproven/ experimental treatment, service and supplies for or in connection with any treatment. Unproven/ experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
14. Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline that he/ she is licensed for.
15. Any Critical Illness directly or indirectly, caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
16. Any Critical Illness directly or indirectly, caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
17. Any Critical Illness directly or indirectly, caused due to surgical treatment of obesity that does not fulfil all the below conditions:
 - a. Surgery to be conducted is upon the advice of the Doctor
 - b. The Surgery / Procedure conducted should be supported by clinical protocols
 - c. The member has to be 18 years of age or older and
 - d. Body Mass Index (BMI):
 - greater than or equal to 40 or
 - greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
 - i. Obesity related cardiomyopathy
 - ii. Coronary heart disease
 - iii. Severe Sleep Apnea
 - iv. Uncontrolled Type 2 Diabetes despite optimal therapy
18. Any Critical Illness directly or indirectly, caused due to treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reason.
19. Any Critical Illness directly or indirectly, caused by treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.
20. In the event of the death of the Insured Person within the stipulated survival period as set out above.

21. Any Critical Illness directly or indirectly, caused by sterility and infertility. This includes:

- a. Any type of contraception, sterilization
- b. Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
- c. Gestational Surrogacy
- d. Reversal of sterilization

Annexure 2

Definitions and Exclusions – Total and Permanent Disability Benefit

TPD shall mean the occurrence of any of the following conditions as a result of accidental bodily injury, sickness or disease:

- 1. Permanent Disability:** Disability means inability of the Insured Person to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:

The Activities of Daily Living are:

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

- 2. Physical Impairment:**

- i. Total and irrecoverable loss of sight of both eyes. The blindness must be confirmed by an Ophthalmologist, OR
- ii. Loss of use or loss by severance of two or more limbs at or above wrists or ankles; OR
- iii. The total and irrecoverable loss of sight of one eye and loss of use or loss by severance of one limb at or above wrist or ankle.

The above disability must have lasted, without interruption, for at least six consecutive months from the date of diagnosis or accident and must, in the opinion of a qualified medical practitioner appointed by the Company, be deemed permanent.

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

Accidental Injury means bodily injury of the insured caused solely, directly and independently of any other intervening causes from an accident {i.e. a traumatic event of violent, unexpected, external and visible nature).

The loss of use of a limb is considered as a loss of use when such loss of use involves total and permanent loss of function of the limb affected as determined by a registered medical practitioner nominated by the Company.

Exclusions of TPD:

TPD arising directly or indirectly from any of the following are specifically excluded:

We shall not be liable to make any payment under this Policy towards the TPD benefit, directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Pre-existing Disease means any condition, ailment, injury or disease / critical illness / disability:
 - a. That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement; or
 - b. For which medical advice or treatment was recommended by, or received from, a Physician within 36 months Prior to the effective date of the policy issued by the insurer or its reinstatement

Coverage under the policy after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer.

2. Any disability directly or indirectly caused due to treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
3. Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner.
4. Any disability directly or indirectly caused due to intentional self-injury, suicide or attempted suicide, whether the person is medically sane or insane.
5. Any disability directly or indirectly, caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
6. Service in any military, air-force, naval, paramilitary or similar organization.

7. Any disability caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
8. Working in underground mines, tunneling or involving electrical installations with high tension supply, or as race jockeys or circus personnel.
9. Congenital External Anomalies, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Insured.
10. Any disability directly or indirectly caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, including but not limited to, para jumping rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep sea diving and selfie accidents.
11. Participation by the Insured Person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
12. Any disability directly or indirectly, caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy. Any disability due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.
13. Any disability directly or indirectly, caused by any unproven / experimental treatment, service and supplies for or in connection with any treatment. Unproven / experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
14. Any disability based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline that he/ she is licensed for.
15. Any disability directly or indirectly, caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
16. Any disability directly or indirectly, caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
17. Any disability directly or indirectly, caused due to surgical treatment of obesity that does not fulfil all the below conditions:
 - a. Surgery to be conducted is upon the advice of the Doctor
 - b. The Surgery / Procedure conducted should be supported by clinical protocols
 - c. The member has to be 18 years of age or older and

d. Body Mass Index (BMI):

- greater than or equal to 40 or
- greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
 - i. Obesity related cardiomyopathy
 - ii. Coronary heart disease
 - iii. Severe Sleep Apnea
 - iv. Uncontrolled Type 2 Diabetes despite optimal therapy

18. Any disability directly or indirectly, caused due to treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reason.

19. Any disability directly or indirectly, caused by treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

20. In the event of the death of the Insured Person within the stipulated survival period as set out above.

21. Any disability directly or indirectly, caused by sterility and infertility. This includes:

- a. Any type of contraception, sterilization
- b. Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
- c. Gestational Surrogacy
- d. Reversal of sterilization

Full Disclosure & Incontestability:

We draw your attention to Section 45 and statutory warning under Section 41 of the Insurance Act 1938 as amended from time to time – which reads as follows:

Section 45 of the insurance Act, 1938 as amended from time to time states that:

- (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 of the insured the grounds and materials on which such decisions are 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 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 specially 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 mis-statement of or suppression of a material fact was true to the best of his knowledge and belief or that such mis-statement 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 member 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 the 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 of the insured the grounds and material 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 the 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 of the insured within a period of ninety days from the date of such repudiation

Explanation – For the purposes of this sub-section, 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 section 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 insured was incorrectly stated in the proposal.

Prohibition of Rebates: Section 41 of the Insurance Act, 1938 as amended from time to time states:

- (1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a *bona fide* insurance agent employed by the insurer.

- (2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Nomination

Nomination shall be applicable in accordance with provisions of Section 39 of the Insurance Act 1938 respectively, as amended from time to time.

Assignment

Assignment shall be applicable in accordance with provisions of Section 38 of the Insurance Act 1938 respectively, as amended from time to time.

Rights and Responsibility of the Nominee

In case of death of the Life Insured during the term of the Policy, the nominee will be entitled to receive the benefits secured under the Policy.

In addition, while processing claim for the death benefit / maturity benefit, the nominee will be required:

1. To produce all the necessary documents.
2. To give valid discharge for the payment of the benefits secured under the Policy.

Expert Advice at Your Doorstep

Our distributors have been professionally trained to understand and evaluate your unique financial requirements and recommend a Policy which best meets your needs. With experienced and trained distributors, we are fully resourced to help you achieve your life's financial objectives. Please call us today. We would be delighted to meet you.

Important Notes:

1. This is only a prospectus. It does not purport to be a contract of insurance and does not in any way create any rights and/or obligations. All the benefits are payable subject to the terms and conditions of the Policy.
2. Benefits are available provided all premiums are paid, as and when they are due.
3. All applicable taxes, cesses and levies as imposed by the Government from time to time would be levied as per applicable laws.
4. Insurance is the subject matter of solicitation.
5. Life Insurance Coverage is available in this Product.
6. All Policy benefits are subject to policy being in force.
7. “We”, “Us”, “Our” or “the Company” means Axis Max Life Insurance Limited.
8. “You” or “Your” means the Policyholder.
9. Policyholder and Life Insured can be different under this product.

Should you need any further information from us, please do not hesitate to contact on the below mentioned address and numbers. We look forward to have you as a part of the Axis Max Life Insurance family.

For other terms and conditions, request your Agent Advisor or intermediaries for giving a detailed presentation of the product before concluding the sale.

CONTACT DETAILS OF THE COMPANY

Company Website

www.axismaxlife.com

Registered Office

Axis Max Life Insurance Limited
419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr,
Punjab -144 533 Tel: (01881) 462000

Communication Address

Axis Max Life Insurance Limited
Plot No. 90C, Sector 18, Udyog Vihar,
Gurugram – 122015, Haryana, India.
Tel No.: (0124) 4219090

Customer Helpline Number: 1860 120 5577

Customer Service Timings: 9:00 AM - 6:00 PM Monday to Saturday (except National holidays) or SMS ‘Life’ to 5616188

Disclaimers:

Axis Max Life Insurance Limited is a Joint Venture between Max Financial Services Limited and Axis Bank Limited. Corporate Office: 11th Floor, DLF Square Building, Jacaranda Marg, DLF City Phase II, Gurugram (Haryana) - 122002. For more details on risk factors, terms and conditions, please

read the prospectus carefully before concluding a sale. You may be entitled to certain applicable tax benefits on your premiums and policy benefits. Please note all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. Tax benefits are subject to changes in tax laws. Insurance is the Subject matter of solicitation. You can call us on our Customer Helpline No. 1860 120 5577. Website: www.axismaxlife.com

IRDAI - Registration No 104

ARN: Axis Max Life/Ads/Prospectus/CIDR/October 2024

BEWARE OF SPURIOUS / FRAUD PHONE CALLS!

- IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums.
- Public receiving such phone calls are requested to lodge a police complaint

