

CONDITIONS APPLICABLE TO BASIC POLICY AND RIDERS

1. Preamble: This life insurance contract, evidenced by the Policy, is entered into by the Company with the person described in the schedule to this Policy (the "**Schedule**") as Proposer on the life of the person mentioned therein as the Life Assured. The Policy is issued, on the basis of the Proposal and Declaration from the Proposer and the Life Assured and upon the Company and the Proposer agreeing that the said Proposal and Declaration and any statements made or referred to therein shall be the basis of the Policy and upon receipt of the first premium and the Proposer agreeing to pay the subsequent premiums as stated in the Schedule.

2. Payment of Benefits: Payment of the benefits (the "**Benefits**") under the Basic Policy and the Riders as shown in the Schedule shall be subject to deduction of any indebtedness to, or lien of, the Company under the Policy. Payment of all such sums shall be subject to receipt by the Company of proof to its satisfaction,

2.1. of the Benefits having become payable as set out in the Policy;

2.2. of the title of the person or persons claiming the Benefits; and

2.3. of the correctness of the age of the Life Assured as stated in the Proposal, if not previously admitted

3. Continuation of Riders: Upon the Life Assured being diagnosed as suffering from Critical Illness and payment of the Critical Illness benefits, as stated in the Conditions applicable to the Basic Policy, all Riders under this policy in effect at that point in time shall terminate automatically. In connection with the riders terminated as stated above any unutilized portion of the premium already paid for the riders will be refunded on pro rata basis.

4. Beneficiaries: Benefits will be paid to the Policyholder or to his nominees or assignees or proving executors or other legal representatives.

5. Entire Contract: The Basic Policy, the Schedule, the Riders, the Policy Conditions and the Endorsements applicable to the Policy shall together form the entire contract evidenced by the Policy. The liability of the Company is at all times subject to the conditions of the Basic Policy and the Riders and to any Endorsements contained herein.

6. Payment of Premiums and Grace period: Except as otherwise expressly stated herein, this Policy is conditional upon due receipt by the Company of the subsequent premiums as stated in the Schedule. After the Date of Policy Commencement, any premium due must be paid not later than 30 days from its due date for payment. If the premiums due are not paid within the grace period, the Policy shall lapse effective from the due date for payment of the earliest of the unpaid premiums. The Company shall immediately there upon, cease to be liable to pay the Benefits under such lapsed Policy, except as otherwise expressly stated under the non-forfeiture provisions if any of this Policy, until the Policy has been fully reinstated. If any claim under this Policy arises during the grace period and is admitted by the Company, the unpaid premium shall be deductible from the Benefits payable under this Policy.

7. Reinstatement: Subject to approval of the Company, this Policy, if lapsed, may be reinstated within five years from the due date for payment of the first of the unpaid premiums provided that:

7.1. a written application is received from the Policyholder by the Company, for reinstatement together with evidence of insurability and health of the Life Assured, if required, to the satisfaction of the Company; and

7.2. all amounts necessary to reinstate the Policy as per then prevailing rules of the Company are received by the Company.

8. Application for re-instatement. The Company reserves the right to accept or reject any application for reinstatement of the Policy or accept any application subject to such conditions, as the Company may consider appropriate. The reinstatement, if accepted, may come into effect from such date as the Company may communicate in writing. Since the Company shall be relying on the statements made by the Policyholder / Life Assured to the Company and its medical examiner in deciding on reinstatement of a lapsed Policy, if any incorrect or untrue statement has been made or any material fact has been suppressed, the Company shall be entitled to cancel the reinstatement of the Policy and repudiate any claim for Benefits under the Policy so re-instated and the entire amount paid towards such reinstatement shall be liable to be forfeited to the Company.

9. Age: The age of the Life Assured has been admitted on the basis of the declaration by the Life Assured / Proposer in the Proposal. If the age of the Life Assured is found to be different from that declared, the Company may, at its discretion, adjust either the premiums or the Benefits under the Policy as it deems fit. The Policy shall however become void from commencement, if the age of the Life Assured at the Date of Policy Commencement is found to be higher than the maximum or lower than the minimum entry age that was permissible under the plan of the Policy at the time of its issue.

10. Suicide: If the Life Assured commits suicide (whether sane or insane at the time) for any reason, at any time within one year from the Date of Risk Commencement as shown in the Schedule, the Policy shall be treated as null and void, no Benefit shall be payable under the Policy and all the premiums paid on the Policy shall stand forfeited to the Company.

11. Nomination and Assignment: Notice of any nomination or assignment must be submitted in writing to the Company at its office issuing the Policy or at the office servicing the Policy as communicated to the Policyholder from time to time. In registering a nomination or an assignment, the Company neither accepts any responsibility nor expresses any opinion as to its validity or legal effect. Riders cannot be assigned independent of the Basic Policy.

12. Forfeiture in certain events: In case the premiums have not been duly paid or any conditions applicable to this Policy have been contravened or violated or it is found that any untrue or incorrect statement is contained in the Proposal, Declaration or any personal statement and connected documents or any material information is withheld, then in any such case but subject to the provisions of section 45 of the Insurance Act 1938, the Policy shall become null and void and all monies received by the Company under this Policy shall stand forfeited to the Company and the Company shall be relieved and discharged from all its obligations under this Policy including inter alia from its obligations to pay Benefits under this Policy.

13. Modification: Only the officials duly authorised by the Company, have the authority to modify this Policy. Any such modification must be in writing and duly signed by the authorised official of the Company.

14. Jurisdiction: All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts of law within whose territorial jurisdiction the office of the Company in which the Policy is serviced is situated.

Exide Life Insurance Company Limited

EXIDE LIFE CONQUERING LIFE CRITICAL ILLNESS PLAN

CONDITIONS APPLICABLE ONLY TO THE BASIC POLICY

1. Definitions

In this Policy, where the context permits, the following words and expressions shall have the meaning assigned to them respectively herein below:

- 1.1. **"Benefits"** is defined in Condition 2 of the Conditions applicable to Basic Policy and Riders;
- 1.2. **"Company"** is defined in the preamble to this Policy;
- 1.3. **"Critical Illness"** is defined in Condition 7 of the Conditions applicable to the Basic Policy;
- 1.4. **"Hospital"** means an institution, which is legally licensed as a medical or surgical hospital in the country in which it is located and is under constant supervision of a registered medical practitioner, and is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing, rest or convalescent home or other similar establishment.
- 1.5. **"Hospitalisation"** means admission of the Life Assured to a Hospital for undergoing treatment for a minimum of 24 hours as an inpatient for any of the Critical Illness.
- 1.6. **"Riders"** means the Riders attached to this Policy and referred to in the Schedule to this Policy;
- 1.7. **"Specialist"** means a registered medical practitioner, who possesses recognized specialist qualification to practice in the relevant field and whose name appears in the specialists' registry of the Indian Medical Council or the medical council of the appropriate country, as the case may be;
- 1.8. **"Schedule "** is defined in Condition 1 of the Conditions applicable to the Basic Policy and Riders;

2. Benefit: In case any of the events specified below occurs, while the Policy is in full force and effect, the Company agrees to pay the applicable Benefits specified below, subject to the terms and conditions mentioned in the Policy:

Event	Benefit payable
On death of the Life Assured during the term while the Policy is in force, where no Critical Illness claim has been admitted on this Policy	100% of the Sum Assured under the Basic Policy

previously	
On the Life Assured being diagnosed as suffering from Critical Illness covered under the Policy, as defined herein, based on the diagnostic criterion mentioned in this Policy, for the first time after the Date of Risk Commencement and Hospitalization for the same	50% of the Sum Assured under the Basic Policy, subject to the limits specified in Condition 8.2 below, and waiver of all future premiums payable on the Basic Policy.
On death of the Life Assured during the Policy term while the Policy is in force and where a claim for Critical Illness Benefit has already been admitted under this Policy under Condition 2.2. above.	Balance available after deducting from the Sum Assured under the Basic Policy the amount already paid under Sec 2.2 above.

3. Participation in Profits: This is a non-participating Policy and therefore, no bonuses will accrue under this Policy.

4. Guaranteed Surrender Value: No guaranteed surrender value is payable under this Policy.

5. Loans: No Loans will be granted under this Policy.

6. Exclusions: In the event of the Life Assured being diagnosed as suffering from any Critical Illness as defined in this Policy, within 180 days from the Date of Risk Commencement or from the date of reinstatement of the Policy, as the case may be, the Company shall have no obligation to pay the Critical Illness Benefits under this Policy. In such a case, the Policy will continue to be in force subject to the payment of premiums by the Policyholder, but will not cover any Critical Illness Benefit.

The Benefits payable under Critical Illness as defined under this Policy will not be available in the event of the claim arising out of:

6.1. Intentional self-inflicted injury, attempted suicide, while sane or insane;

6.2. Life Assured being under the influence of alcohol, narcotics, psychotropic substances or drugs unless taken in accordance with the lawful directions and prescription of a qualified and registered medical practitioner;

6.3. Participation in any flying activity, except as a bonafide passenger in a commercially licensed aircraft;

6.4. Participation in a criminal or unlawful act;

6.5. Any injury sustained before the Date of Risk Commencement under this Policy;

6.6. Any physical / medical condition not disclosed but found existing before the Date of Risk Commencement under this Policy;

6.7. Participation in hazardous sports, hobbies or pastimes including (but not limited to) racing, parachuting, mountaineering;

6.8. Atomic energy explosion or radiation of any kind, biological and chemical accidents; or

6.9. War (declared or undeclared), invasion, civil commotion, riots, terrorism revolution or any war-like operations.

7. Critical Illness covered:

The definitions used below in the policy are the only definitions applied for the diagnosis of critical illness. The following are the critical illnesses covered under this Policy (the "**Critical Illness**").

7.1. Cancer

7.1.1. Definition: A malignant tumour characterised by uncontrolled growth and spread of malignant cells and invasion of normal tissue. It includes Leukaemia.

7.1.2. Exclusions: The following conditions are excluded:

7.1.2.1. All tumours which are histologically described as pre-malignant, non invasive or carcinoma in situ;

7.1.2.2. Chronic Lymphocytic Leukaemia less than RAI Stage 3;

7.1.2.3. All forms of Lymphoma in presence of HIV infection;

7.1.2.4. Kaposi's Sarcoma in presence of HIV infection;

7.1.2.5. All skin cancers other than " Malignant Melanoma above 1.5mm on Breslow's or level 3 on Clark's classification";

7.1.2.6. Early Prostrate Cancer, which is histologically described as T1 (including T1a& T1b) or any other equivalent or lesser classification.

7.1.3. Diagnostic Criteria:

7.1.3.1. The diagnosis is to be confirmed by Histopathology; and

7.1.3.2. The same is to be confirmed by consultant Oncologist

7.2. Heart Attack

7.2.1. Definition: Death of a significant portion of heart muscle as a result of inadequate blood supply as evidenced by an episode of typical chest pain, new ECG changes and by significant elevation of the cardiac enzymes.

7.2.2. Diagnostic Criteria: The diagnosis must be supported by the presence of criteria mentioned below:

7.2.2.1. History of typical chest pain, and

7.2.2.2. New ECG changes confirming infarction, and

7.2.2.3. Significant elevation of cardiac enzyme – CK-MB or Troponin (T or I) elevation; and

7.2.2.4. The diagnosis should be confirmed by consultant cardiologist

7.3. Coronary artery bypass graft

7.3.1. Definition: Actual undergoing of Open heart Surgery on advice of a consultant cardiologist to correct blockage of one or more coronary arteries with bypass grafts.

7.3.2. Exclusions: Balloon angioplasty, laser or catheter-based, other intra-arterial, minimally invasive, keyhole surgery, correction of congenital anomalies and valve replacement surgeries are excluded

7.3.3. Diagnostic criteria:

7.3.3.1. Angiographic evidence of blockage and the medical necessity for CABG to be confirmed by a consultant cardiologist

7.4. Stroke

7.4.1. Definition: A cerebro-vascular incident including infarction of brain tissue, cerebral or sub arachnoid haemorrhage, cerebral embolism and cerebral thrombosis, resulting in permanent neurological deficit.

7.4.2. Exclusions: Transient ischaemic attacks, reversible neurological deficit, migraine, cerebral injury resulting from trauma or hypoxia and vascular disease affecting the eye, optic nerve or vestibular functions are excluded

7.4.3. Diagnostic criteria:

7.4.3.1. Should be confirmed by CT Scan/MRI and

7.4.3.2. Permanence of neurological deficit to be confirmed at least after 90 days after the event by a consultant neurologist

7.5. Kidney Failure

7.5.1. Definition: End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is undertaken.

7.5.2. Diagnostic criteria:

7.5.2.1. Evidence of end stage renal failure must be provided and the requirement for dialysis or transplant must be confirmed by consultant Nephrologist

7.6. Major organ transplant

7.6.1. Definition: The actual undergoing of surgery as a recipient of transplant of heart, liver, lung, pancreas and bone marrow as a result of chronic irreversible failure.

7.6.2. Diagnostic Criteria:

7.6.2.1. Evidence of Irreversible organ failure / bone marrow disease and the requirement for transplant need to be confirmed as medically necessary by respective specialist consultants

7.7. Benign Brain Tumour

7.7.1. Definition: A life threatening non cancerous tumour in the brain giving rise to characteristic signs of increased intra-cranial pressure such as papilledema, mental symptoms, seizures or sensory impairment.

7.7.2. Exclusions: The following are excluded:

- 7.7.2.1. Cysts
- 7.7.2.2. Granulomas
- 7.7.2.3. Vascular Malformations
- 7.7.2.4. Haematoma's
- 7.7.2.5. Tumours in Pituitary gland or spine
- 7.7.2.6. Tumours of acoustic nerve

7.7.3. Diagnostic criteria:

- 7.7.3.1. CT Scan or MRI must show the presence of tumour with clinical signs of raised intra cranial pressure
- 7.7.3.2. The above is to be confirmed by consultant neurologist

7.8. Paralysis

7.8.1. Definition: The total irreversible loss of muscle function or sensation to the whole of any two or more limbs as a result of injury or disease of spinal cord.

7.8.2. Diagnostic criteria:

- 7.8.2.1. The diagnosis must be confirmed by a consultant Neurologist

7.9. Coma

7.9.1. Definition: State of unconsciousness with no response to any external stimuli or internal needs persisting continuously for more than 120 hours and requiring the use of life support systems and resulting in permanent neurological deficit

7.9.2. Diagnostic criteria:

- 7.9.2.1. Graded as 3/15 on Glasgow coma scale
- 7.9.2.2. The diagnosis and permanence of neurological deficit must be confirmed by a consultant Neurologist at least 90 days after the onset of Coma

7.10. Blindness

7.10.1. Definition: Total and permanent loss of vision in both eyes. (Total loss of vision is defined as visual acuity of less than 6/60 in the better eye after the best correction by medical or surgical procedures)

7.10.2. Exclusions: Blindness due to Cataract is excluded

7.10.3. Diagnostic criteria:

- 7.10.3.1. To establish permanent loss of vision, total loss of vision should normally need to have persisted for at least six consecutive months

7.10.3.2. Should be confirmed by a consultant ophthalmologist

8. Claims

In the event of claim under this Policy the following procedure will be applicable:

8.1. The Company must receive a written notice of claim within 2 months of diagnosis of Critical Illness from the Policyholder or his legal representatives. Proof of the diagnosis of Critical Illness, satisfactory to the Company, including medical reports if any called for should be provided by the Policyholder or his legal representatives at their own expense within a reasonable period of time. The Company reserves the right to call for such medical examinations as it may require and for this purpose, may advise the Life Assured to submit himself/herself to further medical examinations by a Specialist approved by the Company for this purpose. The decision of the Specialist approved by the Company with reference to the diagnosis of Critical Illness shall be final. Any failure to provide the required proof or to submit to such medical examinations will result in repudiation of the claim under this Policy. In that event the Company shall not be liable to refund any premiums paid under this Policy.

8.2. The maximum aggregate benefit admissible under the Critical Illness Benefit granted by the Company under this Policy and all Riders and other policies upon the life of the Life Assured, whether such benefits are claimed at the same time or different points in time, shall not in any event exceed Rs. 20,00,000/-. Should there be more policies than one, and the total admissible benefits exceed Rs. 20,00,000/-, then the aggregate benefits admissible shall be limited to first Rs. 20,00,000/- in the order of Date of Risk Commencement.

9. Reviewability of Premium and Definitions of Critical Illness

Subject to the other terms and conditions of this Policy, the premiums for this Basic Policy are guaranteed for five years from the Date of Policy Commencement. In view of continuing medical advances, the Company may need to review the definitions of Critical Illness, exclusions, diagnostic criteria used in this Policy document and the Premiums to ensure that in future they:

- 9.1. remain appropriate in regard to medical technology and classification;
- 9.2. take into account effective cures, vaccines and modern diagnostic procedures; and
- 9.3. include Critical Illnesses considered appropriate in future and exclude Critical Illnesses which are found to be minor.

The Company, therefore, reserves the right to review and revise the definition of Critical Illnesses, exclusions, diagnostic criteria and the amount of premiums, at any time after five years from the Date of Policy Commencement, by giving notice in writing to the Policyholder.

Contact Information for Feedback, Complaints & Grievances Redressal

In case you have any query or complaint/grievance, please feel free to approach our office through any of the following channels

Level 1

Call Us	Email Us	
Call our Toll Free 1800 – 419 8228	Email us at helpdesk@exidelife.in	'Contact us at our branch office nearest to you or call toll free number to ascertain the address of the nearest branch office.'

Level 2

In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

Complaints Officer

Exide Life Insurance Company Limited

690, 1st Floor,

Gold Hill Square, Opp Oxford University College,

Begur Hobli, Hosur Road,

Bangalore – 560068

Email: complaintscell@exidelife.in Toll Free Number 1800-419 8228

Tel No: 080 4134 5212

Fax No: 080 4110 0700

Please quote the reference number provided to you in your earlier interaction along with your policy/contract number to help us understand and address your concern.

Level 3

In case you are not satisfied with the decision/resolution of the Company, you may approach the nearest Insurance Ombudsman as per the address mentioned in Annexure 'C' if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

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

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made

- only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
- within a period of one year from the date of rejection by the insurer

- if it is not simultaneously under any litigation

Annexure C

Jurisdiction	Name and Address of Ombudsman	Jurisdiction	Name and Address of Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Madhya Pradesh & Chhattisgarh	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in
Orissa	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email iobbsr@dataone.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in
Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email insombud@md4.vsnl.net.in	Delhi & Rajasthan	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Shri Sarat Chandra Sarma, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Emailombudsmanghy@rediffmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	Shri K Chandrahas Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th Floor, 4, Chittaranjan Avenue, KOLKATA-700 072.

Pondicherry	Fax : 0484-2359336 Email iokochi@asianetindia.com	Islands, Sikkim	Phone: 033-2212 4339/4340 Fax: 033-2212 4341 Email iombsdpa@bsnl.in
Uttar Pradesh and Uttaranchal	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Maharashtra, Goa	Shri S Viswanathan Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com

Standard requirements for submission of a Claim are mentioned below

(Depending on the circumstances of a claim, additional relevant information may be required which would be case specific)

Maturity Claims

- Original Policy Document.
- Discharge form

Death Claim

- Policy Document - Original.
- Death Certificate - Original.
- Death Certificate issued by Medical Attendant/Hospital.
- Hospitalisation documents (Discharge summary, all investigation reports) if Life Assured has taken treatment for illness leading to death.
- Last Medical Attendants Certificate.
- Family Doctor's Certificate.
- Employer's Certificate and Copy of Medical leave if availed from the Employer.
- Age proof and Photo Identification of the Life Assured
- Photo Identification of the Nominee
- Obituary intimation in the newspaper (if any)
- Burial/ Cremation Certificate
- Claim Form.

In case of unnatural deaths including accidents (in addition to above)

- First Information Report (FIR) attested by the police officials,
- Final investigation Report attested by the police officials &
- Post-Mortem Report (PMR) attested by the police officials.
- Police Inquest Report and Panchnama report attested by the police officials.
- Newspaper clippings of the incident (if any)

Signature of Policy Holder: _____