

Exide Life Critical Illness Limited Pay Rider

UIN No. 114B008V01

TERMS AND CONDITIONS

(1) PREAMBLE:

This life insurance contract, evidenced by the Rider, is entered into by the Company with the Policy Holder to the Base Policy to which this Rider is getting attached (the "Base Policy **Schedule**"). The Rider is issued, on the basis of the Proposal Form and Declaration from the Proposer and the Life Assured. Subsequently 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 Rider and upon receipt of the first premium and the Proposer agreeing to pay the subsequent premiums as stated in the Schedule of the 'Base Policy' or 'Rider Endorsement Letter'.

(2) DEFINITIONS

In this Rider, unless the context requires otherwise, the following words and expressions shall have the meaning ascribed to them respectively herein below:

"Benefits" shall refer to the benefits set out in Clause 4 under this Rider.

"Base Policy" shall refer to the Policy to which the Rider is attached

"Company" shall mean Exide Life Insurance Company Limited;

"Congenital Condition" means any abnormality (internal or external) which was present at birth and is diagnosed at any stage in the life of the policyholder.

"Critical Illness" shall mean those illnesses that are defined in **Appendix A** attached to this Rider Policy document.

"Date of Diagnosis" is the date on which the Specialist first certifies the Diagnosis of any of the Critical Illness based on confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence. Notwithstanding the above definition of Date of Diagnosis, if the Insured Event requires a surgical procedure to be performed and the date of such surgery shall be the Date of Diagnosis of the Critical Illness provided the surgical procedure must be the usual treatment for the condition and be medically necessary.

"Diagnosis" means the certified diagnosis of Critical Illness of the Life Assured in a Hospital or by a Specialist during the period when the Rider is in Force;

"Effective Date" refers to the Date of Risk Commencement or Risk Commencement Date as specified in the Base Policy Schedule, or the date on which the Rider is incorporated and as mentioned in the Rider Endorsement Letter or the Endorsement on Addition of Rider or the date of reinstatement, whichever is the latest.

"Eligible Person" means the Policyholder, including assignees under section 38 of the Insurance Act, 1938 or nominees or proving executors of administration or other legal representatives, as per the applicable regulations.

"Hospital" means any institution, which is legally licensed as a medical or surgical hospital in India and is under constant supervision of a registered medical practitioner, and includes medical clinics licensed and authorized by competent government authorities or other authorities having the powers to certify to perform any Diagnostic procedures.

"Insured Event" means diagnosis of any of the Critical Illness as mentioned under the 'Appendix A'. . Excluding those mentioned under clause (5) of the Rider Policy and all such exclusion mentioned under the 'Appendix A'.

"Life Assured" shall mean the person referred to under the Base Policy Schedule.

"Policy Holder" shall mean the person referred to under the Base Policy Schedule or any person in whose favour this Policy is assigned in terms hereof.

"Policy Year" means a period of twelve (12) consecutive months starting with the Policy Commencement Date or Date of Policy Commencement as mentioned in the Base Policy Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period.

"Date of Risk Commencement" or **"Risk Commencement Date"** means the date as specified in the Base Policy Schedule, or the date on which the Rider is incorporated and as mentioned in the Rider Endorsement Letter or the Endorsement on Addition of Rider.

"Rider Endorsement Letter" or **"Endorsement on Addition of Rider"** means the letter issued by the Company on any Policy Anniversary date to which this Rider Policy is attached to and forms part of this policy.

"Rider" or **"Rider Policy"** means this Exide Life Critical Illness Limited Pay Rider Policy – Option A or Option B as mentioned in the Schedule of the 'Base Policy' or 'Rider Endorsement Letter'.

"Rider Risk Cessation Date" or **"Rider Expiry Date"** means the date as specified in the Base Policy Schedule or where this Rider has been attached after issuance of the Policy, the date as specified in the Rider Endorsement Letter.

"Pre-existing condition" shall include any illnesses, injury(s) or any medical condition, which was not disclosed in the application for insurance/rider or application for revival, and for which, prior to the Effective Date, medical advice or diagnosis or treatment was recommended or given by a health professional or evidence of the condition existed which would have caused a reasonable person to seek Diagnosis, care or treatment from a health professional. It also includes recurring condition which was contracted prior to the Effective Date, as applicable.

"Specialist" means a registered medical practitioner in Allopathy, who possesses recognized specialist qualification to practice in the relevant medical 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 but excludes Policy Holder/Life Assured of the Base Policy or any relative of the Policy Holder/Life Assured.

“Survival Period” is a period of the first 30 days from the Date of Diagnosis.

“Waiting Period” is a period of the first 90 days from the Effective Date.

(3) RIDER POLICY DESCRIPTION

Exide Life Critical Illness Limited Pay Rider is the name of the Rider of the Company. It can be attached to traditional products and would be treated similar to that of the base policy and accordingly the provisions of base plan would apply.

(4) BENEFITS PAYABLE UNDER THIS RIDER

Subject to the provisions and fulfillment of the conditions of this Rider and payment of Premiums, the Company agrees to pay to the Eligible Person under the Base Policy the Benefits under this Rider on the Diagnosis of the Critical Illness in the manner as defined and set out in Appendix A by a Specialist subject to furnishing proof of Diagnosis of the Critical Illness to the satisfaction of the Company.

4.1. Critical Illness Benefit: On first ever diagnosis of any one of the eligible Critical Illness as mentioned in Appendix A, subject to the other terms of this Rider, the Company shall pay the Rider Sum Assured as mentioned in the Base Policy Schedule or the Rider Endorsement Letter to the Rider to the Eligible Person. However, the Critical Illness Benefit shall not be paid under the following three conditions:

- 4.1.1. Any Critical Illness diagnosed during the Waiting Period.
- 4.1.2. Death of the Eligible Person occurring within Survival Period.
- 4.1.3. Occurrence of conditions mentioned under the Exclusions set out in clause 5 of this Rider.

In the event of Critical Illness during the Grace Period the Critical Illness Benefit shall be paid after deducting the balance premiums (if any) due for that Policy Year.

(5) GENERAL EXCLUSIONS:

The Critical Illness Benefit shall not be payable under this Rider if any of the Critical Illness mentioned in Appendix A was caused directly or indirectly as a result of any of the following:

- 5.1 Any Illness(es), disease(s), injury(s) or any medical condition(s) including any recurring illness(es), disease(s), injury(s), medical condition(s) including any Congenital Condition, which the Life Assured contracted prior to the Effective Date, and was not disclosed in the Base Policy proposal form or in any declaration of health to the Rider or in the application for revival, and/or for which, prior to the Effective Date, medical advice or diagnosis or treatment was recommended or given by a Specialist” or evidence of the condition existed which would have caused any ordinary prudent person to seek diagnosis, care or treatment from a health professional.
- 5.2 Failure to seek or follow or pursue medical advice, the Life Insured has delayed medical treatment in order to circumvent the Waiting Period or other conditions and restriction applying to this Rider.

- 5.3 Living abroad (living outside India for more than 13 consecutive weeks in any 12 months). This exclusion does not apply if the Life Insured is medically examined and/or has undergone tests in India after the occurrence of the event, and is available for medical examination or other reasonable tests in India to confirm the occurrence of an Insured Event.
- 5.4 War or hostilities, terrorist attacks (whether war is declared or not).
- 5.5 Civil war, rebellion, revolution, civil unrest or riot.
- 5.6 Participation in any armed force or peace keeping activities.
- 5.7 An act of any person acting on their own or on behalf of or in connection with any group or organization to influence by force any group, corporation or government by terrorism, kidnapping or attempted kidnapping, attack, assault, or any other violent means with criminal intent.
- 5.8 Attempted Suicide or intentional self-inflicted act/injury.
- 5.9 Drug Abuse: Alcohol or solvent, substance abuse, or taking of drugs except under the direction of a registered medical practitioner.
- 5.10 Disease in the presence of an HIV infection/AIDS.
- 5.11 Nuclear fusion, nuclear fission, nuclear waste, nuclear contamination or any radioactive or ionising radiation or any accident or contamination resulting from the same.
- 5.12 Participation of the Life Assured in an illegal or criminal act.
- 5.13 Injuries or diseases arising from adventurous sports, racing of any kind; scuba-diving, aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and skydiving) other than as a crew member or as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous activities or sports unless agreed by special endorsement prior to the issuance of the Rider.

Without prejudice to the exclusions mentioned elsewhere in this document, the above exclusions shall apply to the benefits admissible under this policy.

(6) PREMIUM

- 6.1. The rider premiums as specified in the Base Policy Schedule or the Rider Endorsement Letter is payable by the policyholder on or before the due dates.
In case of this rider the premiums are fixed throughout the rider term.
- 6.2. The premium mode selected by the policyholder can be changed by giving to the Company a written request and such change of premium mode on acceptance shall become effective only on the policy anniversary following the receipt of such request by the company. A change in the premium mode will lead to a revision in the modal premium amount. Such change in the premium mode will only be allowed subject to a similar change for the Base Policy to which this rider is attached.

(7) GRACE PERIOD:

The grace period allowed for payment of premium under this Rider shall be the same as the grace period mentioned under the Base Policy. The rider coverage continues during the grace period and shall terminate automatically at the end of the grace period if the premium is not paid.

(8) REINSTATEMENT

If the Rider alone is withdrawn or discontinued then it cannot be reinstated. However, subject to approval of the Company, if the Base Policy is lapsed, the Rider shall also lapse and this Rider may be

reinstated only with the Base Policy subject to payment of all Premiums as applicable to the Base Policy and the Rider from the due date for payment of the first unpaid premiums subject to the following conditions:

- 8.1 A written application is received from the Policyholder by the Company, for reinstatement of the Base Policy and the Rider together with evidence of insurability and health of the Life Assured, if required, to the satisfaction of the Company and such other requirements which may be reasonably prescribed by the Company.

The eligibility for the Rider to be reinstated is further subject to the following conditions:

- 8.1.1. No claim for any Critical Illness has arisen under this Rider Policy.
 - 8.1.2. Rider is not terminated by virtue of attainment of the Rider Risk Cessation Date of the Rider or by virtue of payment of the benefit under the Rider;
 - 8.1.3. The Company has not received a request to terminate the Rider; and
 - 8.1.4. All amounts necessary to reinstate the Rider including interest on due premiums as per the then prevailing rules of the Company are received by the Company.
- 8.2 The Company reserves the right to accept or reject any application for reinstatement of the Rider 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 Base Policy/Rider, 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 Rider and repudiate any claim for Benefits under the Rider so reinstated and refund the entire amount paid towards such reinstatement excluding the cost incurred towards medical examination and stamp duty (if applicable) to the Eligible Person.

(9) TERMINATION:

This Rider shall terminate on the earlier of any one of the below:

- 9.1. Nonpayment of rider premium within the grace period.
or
- 9.2. Base Policy attaining the paid-up status or Surrender of the Base Policy or Termination of Base Policy.
or
- 9.3. On Diagnosis of Critical Illness Condition within the Waiting Period.
or
- 9.4. The date of the first occurrence of the eligible Critical Illness on which this benefit becomes payable.
or
- 9.5. On attaining Rider Risk Cessation Date.

(10) DOCUMENTATION FOR CLAIM - PROOF OF CRITICAL ILLNESS

In the event of a claim for Critical Illness Benefits arising under this Rider, the Eligible Person shall endeavor to intimate the Company in writing of the claim along with the following documents within 60 days of the claim arising to enable the Company to process the claim.

- 10.1. Evidence provided by Specialist, and,
- 10.2. Appropriate Medical Investigations and/or reports including, but not limited to, clinical, radiological, histological and laboratory evidence; and

If the Life Assured requires a surgical procedure to be performed, the procedure must be the usual treatment for the Insured Event and be medically necessary, and

Delay in intimation of claim or submission of documents for the reasons beyond the control of the insured/claimant may be condoned by the Company.

Note: Notwithstanding anything contained in this Clause and depending upon the cause or nature of claim, the Company reserves the right to call for additional documents or information, including documents/information concerning the Critical Illness, title of the person claiming Benefits, age of the Life Assured as stated in the Proposal, if not previously admitted under this Rider, to the satisfaction of the Company, for processing of the claim. The Company further 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 Rider. In that event the Company shall not be liable to refund any premiums paid under this Rider. Payment of the Critical Illness Benefit under the Rider shall be subject to deduction of any indebtedness to, or lien of, the Company under the Rider.

(11) PARTICIPATION IN SURPLUS:

If the Rider is attached to a participating traditional product then the surplus arising from Rider would be considered for declaring bonus from the fund to which the Base Policy belongs.

(12) SURRENDER VALUE:

No surrender value is payable under this Rider Policy.

(13) LOANS:

No loans will be admissible under this Rider Policy.

(14) AGE:

The age of the Life Assured has been admitted on the basis of the declaration by the Life Assured / Proposer in the Proposal form of the Base Policy. 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 as it deems fit. The Rider shall however become void from commencement, if the age of the Life Assured at the Risk Commencement Date is found to be higher than the maximum or lower than the minimum entry age that was permissible under the Rider at the time of its issue.

(15) FORFEITURE IN CERTAIN EVENTS:

In case the premiums have not been duly paid or any conditions applicable to this Rider have been contravened or violated or it is found that any untrue or incorrect statement is contained in the Proposal form of the Base Policy/declaration of health for the Rider, 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 Rider shall become null and void and all monies received by the Company under this Rider shall stand forfeited to the Company and the Company shall be relieved and discharged from all its obligations under this Rider including inter alia from its obligations to pay Benefits under this Rider.

If the Life Assured is diagnosed within the Waiting Period, the Rider will terminate without any benefits being payable and no premiums will be refunded to the Policyholder.

(16) ASSIGNMENT:

This Rider can only be assigned along with the Base Policy. Assignment of the Base Policy without the Rider will automatically terminate the Rider with no further notice to the Policyholder.

Notice of any assignment or nomination must be submitted in writing to the Company at its office issuing this Policy or at the office servicing this Policy as communicated to the Policyholder from time to time. In registering an assignment, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

(17) NOMINATION

The nomination of the Rider Policy is allowed only along with the Base Policy.

In registering a nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

(18) GRIEVANCE REDRESSAL /COMPLAINTS.

Any grievance or complaints to the Company must be made in writing and delivered to the address intimated by the Company to the Policyholder, which is currently:

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

Policyholder's attention is invited to Section 45 of the Insurance Act, 1938, which is reproduced below for reference:

Section 45. Policy not to be called in question on ground of mis-statement after two years

No policy of life insurance effected before the commencement of this Act shall, after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy-holder and that the policy-holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

PROVIDED that 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.

APPENDIX A:- List of Critical Illnesses

OPTION A:- 4 (Four) Critical Illnesses

The Critical Illness covered under this Rider are as defined below:

1. CANCER:

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion of tissue. The diagnosis must be confirmed by histopathology and confirmed by an Oncologist. The term cancer includes leukemia, lymphoma and sarcoma.

Exclusion

- i. All tumors which are histologically described as pre-malignant, non-invasive, carcinoma in situ, having borderline malignancy, or having low malignant potential, including but not limited to carcinoma in situ of breasts, cervical dysplasia CIN-1, CIN-2, & CIN-3.
- ii. All tumors / cancers in the presence of any Human Immunodeficiency Virus infection, including but limited to, lymphoma or Kaposi's sarcoma.
- iii. All skin cancers, other than invasive malignant melanoma of 1.0 mm Breslow thickness or Clark Level 3 and above;
- 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. T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1cm in diameter;
- vi. Papillary micro-carcinoma of the Bladder; and
- vii. Chronic Lymphocytic Leukemia less than RAI Stage 3.

2. HEART ATTACK:

The first occurrence of heart attack or myocardial infarction which means death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- i. typical clinical symptoms (for example, characteristic chest pain);
- ii. new characteristic electrocardiographic changes;
- iii. the characteristic rise above accepted normal values of cardiac enzymes/markers such as CK-MB or Troponins recorded at the following levels or higher;
 - Troponin T > 1.0 ng/ml
 - AccuTnI > 0.5 ng/ml or equivalent threshold with other Troponin I methods; and the evidence must show a definite acute myocardial infarction. Diagnosis must be confirmed by a consultant cardiologist acceptable to the Company.

Exclusion

- i. angina;
- ii. other acute coronary syndromes, for example myocyte necrosis.

3. STROKE:

A cerebrovascular accident or incident producing neurological sequelae of a permanent nature, having lasted not less than six months. Infarction of brain tissue, thrombosis in an intra-cranial vessel, hemorrhage and embolisation from an extra-cranial source are included. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist acceptable to the Company.

Exclusion

- i. cerebral symptoms due to transient ischemic attacks,
- ii. any reversible ischemic neurological deficit,
- iii. vertebrobasilar ischemia,
- iv. cerebral symptoms due to migraine,
- v. cerebral injury resulting from trauma or hypoxia and
- vi. Vascular disease affecting the eye or optic nerve or vestibular functions.

4. CORONARY ARTERY BYPASS GRAFT:

The actual undergoing of open heart surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass graft(s).

Pre-operative Angiographic evidence to support the necessity of the surgery will be required.

Exclusion

- i. Balloon angioplasty (PTCA),
- ii. Laser,
- iii. rotablate,
- iv. stenting and
- v. all other intra arterial catheter-based procedures
- vi. Key-hole coronary artery bypass surgery

“Medical Terms” used to define the Critical Illness in Appendix A unless herein specified, will have the technical meaning as generally understood and used by medical Specialist in the relevant field.