

BASIC DEFINITIONS

In this Policy: **"You"** or **"Your"** means the Policyholder of this Policy as shown in the Policy Information Page.

"We", **"Us"**, **"Our"** or **"Company"** refers to the Tata AIA Life Insurance Company Limited.

"Issue Date" means the date shown on the Policy Information Page as the "Issue Date" and the date on which the Policy came into force.

"Commencement Date" means the effective date of the last reinstatement of your Policy or, in relation to endorsements, the date on which the changes covered in the relevant endorsement to your Policy take effect, whichever is later.

"Policy Date" as shown in the Policy Information Page is the date from which Policy Anniversaries, Policy Years, Policy Months and Premium Due Dates are determined.

"Policy Anniversary" refers to the same date each year as the Policy Date.

"Maturity Date" and **"Expiry Date"** of the Basic Policy are shown in the Policy Information Page. Unless otherwise specified, the Expiry Date for a Supplementary Contract or Rider falls on the Policy Anniversary equal to the number of years for which premiums for the relevant Supplementary Contract are payable as shown in the Schedule of Coverages, Benefits and Premiums of the Policy Information Page.

"Face Amount" means the initial sum assured of the Basic Policy when the Policy is issued and is shown in the Policy Information Page. If the Face Amount is subsequently altered according to the terms and conditions of the Policy, and issued through an endorsement, the adjusted amount after such alteration will become the Face Amount.

"Indebtedness" means any unpaid policy loans including premium loan and accrued interest, unpaid premiums, deductibles and any other amounts owed to the Company.

"Nominee" is the person(s) nominated by the Policyholder to receive the insurance benefits payable on the death of the Insured.

"Insured" means the person named on the Policy Information Page as the "Insured".

"Accident" refers to a sudden, unforeseen and involuntary event caused by external, violent and visible means which occurs while this Policy is in force and during the lifetime of the Insured.

"Covered Injury" means Injury occurring after the Issue Date or Commencement Date of the Policy, whichever is later.

"Injury" means an abnormal bodily condition of the Insured which occurs while this Policy is in force and within 90 days of Accident, and caused directly and solely by Accident independent of any other cause and not therefore due to illness or disease. Such Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.

"Covered Illness" means illness occurring more than ninety (90) days after the Issue Date or Commencement Date, whichever is later, of this Policy. For this purpose, an illness has occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which will cause an ordinary prudent person to seek diagnosis, care or treatment. In the event of any conflict or discrepancy of opinions relating to the signs or symptoms of an illness and their manifestation between a Physician or Registered Medical Practitioner and the Insured, we will adopt and follow the Physician or Registered Medical Practitioner's professional opinion. In case the Company is not satisfied with such opinion it reserves the right to seek an additional opinion from its panel of doctors.

"Hospital" shall refer exclusively to an institution providing treatment in the system of western medicine (allopathy) which is an institution-

- (i) Duly licensed and registered as a Hospital with the appropriate local authorities and operated pursuant to law for the care and treatment of sick and injured persons as registered In-Patients, fully equipped with facilities for diagnosis and major surgery which are under the constant supervision of one or more Physician or Registered Medical Practitioners, and which have 24-hour a day full time professional nursing services; and
- (ii) Maintains proper medical and patient records to the standards as required under the prevailing laws and regulations in the geographical area it is located; and
- (iii) Maintains appropriate quality for delivery of health care to the standards as required under the prevailing laws and regulations in the geographical area it is located; and approved by the Company in accordance with the Company's requirements. The Company shall maintain and publish a list of approved hospitals for this purpose, and has the sole discretion to determine if a hospital shall be included in the approved list and to revise this list, from time to time.

"Hospital" does not include any institution or that portion of any institution, which is operated as a convalescent or rest home, a hotel, a home for the aged, a place for alcoholics or drug addicts, or Custodial Care, or for any similar purpose.

"Custodial Care" means (1) non-health related services, such as assistance in activities of daily living, or (2) health-related services which do not seek to cure or which are provided during periods when the medical condition of the Insured is not changing or (3) services which do not require continued administration by trained medical personnel.

"Physician" or **"Registered Medical Practitioner"** means only a person holding a degree of bachelor of medicine and bachelor of surgery (MBBS) or equivalent degrees and is registered and legally authorized by the Medical Council of India or the relevant authority in the geographical area of his practice to render medical or surgical services; but excluding a Physician or Registered Medical Practitioner who is the Insured himself or an agent of the Insured, an insurance agent, business partner(s) or employer/ employee of the Insured or a member of the Insured's immediate family.

"In-Patient" means a person who undergoes Confinement for a Covered Injury or Covered Illness as a registered resident bed patient using and being charged for the room and board facilities of the Hospital.

"Day" means an overnight stay for which a hospital daily room and board or intensive care unit (ICU) charge is made in accordance with applicable regulations of the Government of India, if any.

"Confinement" or **"Confined in a Hospital"** means admission in a Hospital as an In-Patient in India upon the recommendation of a Physician or Registered Medical Practitioner and continuous stay in the same Hospital prior to his discharge. Confinement shall be evidenced by a daily room/ room & board charge by the Hospital.

"Same Confinement" means that if two or more Confinements are due to the same or related injury or illness, or to any complications arising there from, such Confinements shall be regarded as one Confinement if each of them is not separated by more than 90 days from the paid or payable Confinement which immediately precedes it. This rule shall be observed in determining the limit of the benefits.

"Medically Necessary" means health services, procedures or materials that are determined by the Company to be:

- (i) Necessary to investigate or treat current symptoms, signs, injuries or medical conditions;
- (ii) Not of a preventive or screening nature;
- (iii) Consistent with current standards of professional medical care and of proven medical benefits;
- (iv) Approved by all relevant regulatory authorities in India for that purpose;
- (v) Unable to be reasonably rendered out of Hospital (if admitted as an In-Patient).

“**Emergency Medical Condition**” means a life-threatening acute medical condition arising from a Covered Injury or Covered Illness which necessitates immediate medical care and treatment within 2 hours of onset without which will seriously jeopardize the life or health of the Insured. The medical opinion of the Company is final in determining if a condition is Emergency Medical Condition.

“**Critical Illness**” means illness the signs or symptoms of which first commence more than one eighty (180) days following the Issue Date or the Commencement Date of this Policy, whichever is the latest, and shall include either the first diagnosis of any of the following illnesses or first performance of any of the covered surgeries stated below:

1. Cancer

The first occurrence of a histologically confirmed invasive malignant tumour exhibiting invasion of adjacent tissues, including leukaemia, but excluding the following:

- (i) Tumors treated by endoscopic procedures alone;
- (ii) Chronic lymphocytic leukaemia of less than RAI stage 3;
- (iii) Tumors classified as carcinoma in situ, prostate tumors classified as T1 (TNM classification system);
- (iv) T1N0M0 (TNM classification system) papillary carcinoma of the thyroid less than 1 cm in diameter;
- (v) Malignant melanomas other than those greater than 1.5 mm in depth;
- (vi) Other skin cancers;
- (vii) Tumours that are a recurrence or metastasis of a tumour that first occurred prior to one eighty (180) days following the later of the Issue Date or the Commencement Date;
- (viii) Kaposi's sarcoma, other tumors associated with HIV infection;
- (ix) Tumors that pose no threat to life and for which no treatment is required.

2. Stroke

The first occurrence of an acute neurological event caused by a cerebral or intracranial haemorrhage, cerebral embolism or cerebral thrombosis where the following conditions are met:

- (i) There is an acute onset of objective and ongoing neurological signs that results in the permanent inability to perform independently at least two of the “**Activities of Daily Living**”; and
- (ii) Findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques, demonstrate a lesion consistent with the acute haemorrhage, embolism or thrombosis.

Brain damage due to an Accident, infection, vasculitis or an inflammatory disease are excluded.

3. Heart Attack

The first occurrence of an acute myocardial infarction where the

following conditions are met:

- (i) A history of typical chest pain,
- (ii) The occurrence of typical new acute infarction changes on the electrocardiograph progressing to the development of new pathological Q waves; and
- (iii) Elevation of cardiac troponin (T or I) to at least 3 times the upper limit of the normal reference range or an elevation in CK MB to at least 200% of the upper limit of the normal reference range.

4. Coronary Bypass Surgery

The actual undergoing for the first time of open chest coronary artery bypass grafting surgery to one or more coronary arteries due to disease of those arteries. Angioplasty, stent insertion, laser or other intra-arterial procedures are excluded.

5. Chronic Renal Failure

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

6. Major Organ Transplant

The receipt, of a transplant of:

- (i) Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation, or
- (ii) One of the following whole human organs: heart, lung, liver, kidney or pancreas, as a result of irreversible end stage failure of the relevant organ.

Other stem cell transplants and transplants of part of an organ are excluded.

7. Aorta Surgery

The actual undergoing of Medically Necessary surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

8. Benign Brain Tumor

A benign intracranial tumour where the following conditions are met:

- (i) The tumour is life threatening;
- (ii) It has caused damage to the brain; and
- (iii) It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit.

The following are excluded: cysts, granulomas, vascular malformations, haematomas, tumors of the pituitary gland or spine, tumors of the acoustic nerve.

9. Heart Valve Surgery

The undergoing of Medically Necessary open-heart surgery to replace or repair a heart valve as a consequence of a heart valve defect. Balloon or catheter techniques are excluded.

10. Paralysis

The total and permanent loss of the use of both arms, and both legs, or one arm and one leg, due to spinal cord injury or disease, except where such injury is self-inflicted.

11. Parkinson's Disease

The occurrence of Parkinson's Disease where there is an associated neurological deficit that results in the permanent inability to perform independently at least two of the “**Activities of Daily Living**”.

12. Total Blindness

The total and permanent loss of sight in both eyes. Blindness that can be corrected by medical or surgical procedure is excluded.

Over time advances in medical science change the manner in which diseases are diagnosed and in some cases the seriousness of some diseases. The Company therefore reserves the right to change the definitions of Critical Illness and to add or delete illnesses in order to maintain their relevance and importance.

"Activities of Daily Living" shall have the following meanings:

- (a) **Transfer:** Getting in and out of a chair without requiring physical assistance.
- (b) **Mobility:** The ability to move from room to room without requiring any physical assistance.
- (c) **Contenance:** The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- (d) **Dressing:** Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- (e) **Bathing/Washing:** The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (f) **Eating:** All tasks of getting food into the body once it has been prepared.

Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

BENEFITS PROVISIONS

Your Basic Policy is called **Health First**. It is a Non-Participating Term Insurance which expires on the Expiry Date indicated on the Policy Information Page. Your Basic Policy provides benefits subject to the following terms and conditions:

1. DAILY HOSPITAL BENEFIT

While this Policy is in force and during the lifetime of the Insured, if the Insured is Confined in a Hospital for Medically Necessary treatment of a Covered Injury or Covered Illness, we will pay the Daily Hospital Benefit for each Day of Confinement in the Hospital but not exceeding ninety (90) days for any one Covered Injury or Covered Illness in respect of the Same Confinement.

For the purpose of the Policy, a Day of Confinement must be evidenced by the discharge summary or bill, issued by the Hospital, showing an overnight Confinement and a Hospital daily room and board or intensive care unit (ICU) charge is made in accordance with applicable regulations of the Government of India, if any.

If, for Medically Necessary treatment of an Emergency Medical Condition, the Insured is admitted as an In-Patient to a hospital which meets all the conditions of a Hospital as defined in this Policy except that it is not approved by the Company (refer to (iii) of definition of "Hospital"), we shall deem it an admission to a hospital meeting our definition, provided that such Confinement is no more than 5 Days in respect of the Same Confinement. Only in the case where the Insured is transferred to a Hospital as defined in this Policy immediately following discharge from such hospital for treatment of the same Emergency Medical Condition, we shall deem that the Confinement in the defined Hospital to have started from admission to the hospital which has treated earlier for the Emergency Medical Condition.

The above Confinement must be Medically Necessary for benefits to be payable by us. The Daily Hospital Benefit is shown on the Policy Information Page (or as modified by any subsequent endorsement). In all circumstances, we will pay no more than one Daily Hospital Benefit for each Day of Confinement.

2. POST-HOSPITALIZATION BENEFIT

Provided the Daily Hospital Benefit in 1 above is payable, if the Insured received Medically Necessary follow-up treatment for the same Covered Injury or Covered Illness within thirty (30) days of discharge and while the Policy is in force, at the out-patient department of a Hospital in India or by the same attending Physician or Registered Medical Practitioner of the relevant Confinement, we will pay an amount equal to fifty percent (50%) of the Daily Hospital Benefit for each day of such follow-up treatment, subject to a maximum of three (3) days for any one Covered Injury or Covered Illness in respect of the Same Confinement. In all circumstances, we will pay no more than one Post-Hospitalisation Benefit for each day of such follow-up treatment.

Notwithstanding that the Daily Hospital Benefit in 1 above is payable, no Post-Hospitalisation Benefit is payable if the relevant Confinement is admission for Emergency Medical Condition to a hospital not approved by the Company.

3. SURGICAL BENEFIT

If a surgical procedure/surgery specified in the attached Table of Surgical Procedures/ Surgeries was performed on the Insured for Medically Necessary treatment under recommendation and professional care of a Physician or Registered Medical Practitioner, we will pay an amount equal to fifty (50) times the Daily Hospital Benefit.

4. CRITICAL ILLNESS BENEFIT

In the event of the Insured's survival for a period of at least thirty (30) days following a first diagnosis of Critical Illness or first performance of any of the surgeries for Critical Illness, as defined herein, while this Policy is in force, we shall, subject to the provisions herein contained, pay an amount equal to five hundred (500) times the Daily Hospital Benefit.

If a payment has been made for a Critical Illness, no benefit is payable for the same Critical Illness more than once under this provision.

5. DEATH BENEFIT

Upon the death of the Insured while this Policy is in force, we will pay to the Nominee a death benefit equal to the Face Amount.

If a payment has been made for benefit under any of items 1 to 4 above, no death benefit is payable under this provision.

6. LIFETIME LIMIT

The sum of all benefits paid under items 1 to 4 above shall not exceed a lifetime amount equal to one thousand (1000) times the Daily Hospital Benefit. Once this Lifetime Limit is reached, this Policy shall automatically be terminated.

EXCLUSIONS

1. Except for the Death Benefit under item (5) above, no benefit shall be payable under this Policy for any event caused directly or indirectly, wholly or partly, by any one of the following:
 - (a) Where in our opinion the Insured was diagnosed of Acquired Immunodeficiency Syndrome (AIDS) or infection by any Human Immunodeficiency Virus (HIV). For the purpose of this Policy:-
 - (i) The definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition.
 - (ii) Infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immunodeficiency Virus or Anti bodies to such a Virus.

- (b) Assault or murder;
 - (c) Riot and civil commotion, industrial action or terrorist activity;
 - (d) War, declared or undeclared, or revolution;
 - (e) Service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
 - (f) Self-destruction or any attempted self-destruction or self-inflicted injury while sane or insane;
 - (g) Participation in any fight or affray;
 - (h) Racing of any kind other than on foot;
 - (i) Participation in scuba diving;
 - (j) Accident occurring while or because the Insured is under the influence of alcohol or any non-prescribed drug;
 - (k) Food poisoning or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound);
 - (l) Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
 - (m) Physical defects or abnormalities or mental infirmity existing at the time of insurance application or reinstatement of this Policy;
 - (n) Parachuting, hang-gliding, hunting, bungee jumping, rock or mountaineering or climbing requiring the use of ropes or guides;
 - (o) Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste;
 - (p) Radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or any part of the equipment;
 - (q) Any underwater or subterranean operation or activity;
 - (r) Deliberate act(s) of the Policyholder, Nominee or Insured;
 - (s) Violation or attempted violation of the law or resistance to arrest;
 - (t) Injury sustained as a result of a criminal act of the Insured.
2. **IN ADDITION**, this Policy shall not cover any hospitalization, treatment, surgery, services or charges or follow-up treatment resulting from or related to, directly or indirectly, wholly or partly, by any one of the following:
- (a) Any Covered Illness the signs or symptoms of which first occurred prior to or within ninety (90) days following the Issue Date or Commencement Date or last reinstatement of this Policy, whichever is later;
 - (b) Any injury or illness caused by self-destruction or any attempted self-destruction or self-inflicted injuries while sane or insane;
 - (c) Pregnancy, miscarriage or child birth including caesarean section, abortion, voluntary termination of pregnancy;
 - (d) Psychosis, mental/nervous disorders, or investigation and treatment of psychological, emotional, mental or behavioural conditions, or sleep disturbance disorders, treatment of alcoholism, or drug abuse or any other complications arising there from or any drug accident;
 - (e) Cosmetic or plastic surgery or any elective surgery or cosmetic procedure that improve physical appearance, surgical and non-surgical treatment of obesity (including morbid obesity) and weight control programs, or treatment of an optional nature;
 - (f) Any form of dental care or surgery unless necessitated by Covered Injury (excluding denture and related expenses);
 - (g) Special nursing care, routine health checks or convalescence, Custodial Care, general debility, lethargy, rest cure;
 - (h) Any investigation(s) or treatments not directly related to a Covered Illness or Covered Injury or the conditions or diagnosis necessitating hospital admission;
 - (i) Any treatment or surgical procedures/surgery which is not Medically Necessary, or that is experimental or investigational, including biopsies and diagnostic procedures;
 - (j) Any treatment or surgical procedures/surgery which is unproven or not yet accepted in accordance with standards of good medical practice, or which is not performed by a Registered Medical Practitioner as defined;
 - (k) Any congenital defect or abnormalities which has manifested or was diagnosed before the Insured attains 17 years of age;
 - (l) Corrective aids, contact lenses, hearing aids and treatment of refractive errors unless necessitated by Covered Injury;
 - (m) Sterilization, artificial insemination, birth control measures, investigation/diagnosis and treatment of infertility, genetic testing or counselling, or venereal diseases;
 - (n) Treatment or surgery for tonsils, adenoids, hernia or a disease of the female generative organs unless the Insured has been continuously covered under this Policy from the Issue Date or Commencement Date or last reinstatement, whichever is later, for a period of 120 days immediately preceding hospitalization for such treatment or surgery;
 - (o) Unless the Insured has been continuously covered under this Policy from the Issue Date or Commencement Date or last reinstatement, whichever is later, for a period of 12 months immediately preceding hospitalization for such treatment or surgery, treatment or surgery for the following are excluded:
 - (i) Cataract;
 - (ii) Benign prostatic hypertrophy;
 - (iii) Hysterectomy for menorrhagia;
 - (iv) Hysterectomy for fibromyoma;
 - (v) Hydrocele
 - (vi) Fistula in anus
 - (vii) Haemorrhoids (piles);
 - (viii) Sinusitis and related disorders;
 - (ix) Circumcision;
 - (p) Immunization, vaccination, inoculation or treatments related to communicable diseases requiring isolation or quarantine under the law;
 - (q) Speech therapy, diabetic class, nutritional counseling, or group support treatment; treatments and supplies for smoking cessation programs and the treatment of nicotine addiction;
 - (r) Ayurvedic, homeopathy, unani, naturopathy, reflexology, acupuncture, acupressure, bonesetting, herbalist treatment, hypnotism, rolfing, massage therapy, aroma therapy or any treatments other than allopathy/western medicines.
3. **IN ADDITION**, this Policy shall not cover any Critical Illness or covered surgery related to or caused directly or indirectly, wholly or partly, by any of the following occurrences:
- (a) Any illness other than the occurrence of Critical Illness as defined herein;

- (b) Any Critical Illness the signs or symptoms of which first occurred prior to one hundred and eighty (180) days following the later of the Issue Date or Commencement Date or last reinstatement of this Policy;
- (c) Any congenital defect or abnormalities that has manifested or was diagnosed before the Insured attains 17 years of age;
- (d) Self destruction or attempted self-destruction or self-inflicted injuries while sane or insane;
- (e) Performance of any covered procedure or surgery which is not Medically Necessary, or which is not performed by a Registered Medical Practitioner.

The terms and conditions of this Endorsement supersede any conflicting provisions of the Policy to which this Endorsement is attached and forms part of.

GENERAL PROVISIONS

THE POLICY CONTRACT

This Contract is made in consideration of your Application and payment of the required premium. The Policy, Application for it and any attached endorsements, constitute the entire contract. The terms and conditions of this Policy cannot be changed or waived except by endorsement or rider duly signed by our duly authorized officer.

Your Policy consists of the basic insurance plan (the "Basic Policy") and the Supplementary Contracts which may be attached to it. The plan name of the Basic Policy and the product and/or code name and form number of the Supplementary Contract, if attached to this Policy, are shown under the Schedule of Coverages, Benefits and Premiums of the Policy Information Page.

RENEWAL PRIVILEGE

While this Policy is kept in force and during the lifetime of the Insured, and provided this insurance plan is then available for renewal, it may be renewed without evidence of insurability on the Expiry Date and any subsequent Expiry Date prior to the 65th Birthday Anniversary of the Insured by advance payment of the required renewal premiums. The premium charged shall be determined in accordance with the Company's rates then in effect. The term of any such renewal will be the original term of this Policy or, if shorter, the number of years to the Policy Anniversary immediately following the Insured's 65th Birthday Anniversary.

The premium rate will increase based on the attained age of the Insured at the time of such renewal. We reserve the right to revise or adjust the premium rate at the time of such renewal.

EXTRA PREMIUM

Subject to the Renewal Privilege provision above, if this Policy is issued with an extra premium, an extra premium computed on a consistent basis shall be charged on the renewal policy upon renewal respectively.

SUICIDE

If the Insured, whether sane or insane, commits suicide within one year from the Issue Date or Commencement Date, whichever is later, our liability shall be limited to the refund of premiums paid less any Indebtedness without interest. In the case of reinstatement, such refund of premium shall be calculated from the Commencement Date.

MISSTATEMENT OF AGE AND SEX

This Policy is issued at the age and sex shown on the Policy Information Page which is the Insured's declared age at last birthday and declared sex in the Application. If the age and/or sex is misstated and higher premium should have been charged, the benefit payable under this Policy will be what the premiums paid would have purchased at the correct age of the Insured. If the Insured's age/sex is misstated and lower premium should have been charged, the Company will refund any excess premiums paid without interest. If

at the correct age/sex the Insured is not insurable under this Policy or any of its Supplementary Contracts pursuant to our underwriting rules, the Policy or the relevant Supplementary Contract shall be void and the Company will refund the premiums paid without interest after deducting all payments made under the Policy or the relevant Supplementary Contract.

CURRENCY AND PLACE OF PAYMENT

All amounts payable either to or by us will be paid in the Currency shown on the Policy Information Page. Such amounts will be paid by a negotiable bank draft or cheques drawn on a bank in the country in which the Currency of this Policy is denominated. All amounts due from us will be payable at our office shown on the Policy Information Page.

FREEDOM FROM RESTRICTIONS

Unless otherwise specified, this Policy is free from any restrictions upon the Insured as to travel, residence or occupation.

CLAIM PROCEDURES

Notice of Claim – All cases of death must be notified immediately to us in writing. Other claims must be submitted in writing not later than 20 days after the date the insured event happens.

Filing Proof of Claim – Affirmative proof of loss and any appropriate forms as required by us must be completed and furnished to us, at the claimant's expenses, within 90 days after the date the insured event happens, unless specified otherwise. We reserve the right to require any additional proof and documents in support of the claim.

Medical Examination – We reserve the right to request medical examination of the Insured. In case of death, we may require, if appropriate and legally allowable, an autopsy.

Proof of Continuing Loss – In the case of disability or other losses as we deem appropriate, we will require, at reasonable intervals, proof of continuing disability or loss. If such proof is not submitted as required, or such disability or loss ceases, claims for such disability or loss will not be considered.

Proof of Critical Illness or Surgical Procedures/Surgery for Surgical Benefit – The occurrence of a Critical Illness or performance of a covered surgery must be proven to our satisfaction. Such proof must be supported by the following:

- (a) Evidence provided by appropriate Physician(s) who is/are properly registered with the local authority; and,
- (b) Appropriate medical investigations and/or reports including, but not limited to, clinical, radiological, histological and laboratory evidence; and
- (c) If the insured event requires a surgical procedure to be performed, the procedure must be the usual treatment for the condition and be Medically Necessary.
- (d) In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, the Company shall have the right to call for an examination, of the Insured and the evidence used in arriving at such diagnosis, by such persons as the Company requires.

Medical terms used in this Policy, unless herein specified, will have the technical meaning as generally understood and used by medical specialists in the relevant field.

TAXES AND DUTIES

Service tax is payable on Life Insurance premium as per section 65(105)(zx) of Finance Bill (No.2), 2004 at the applicable rates as per circular number 80/10/2004-S.T dated September 17, 2004 issued by the Government of India, Ministry of Finance and subsequent directions issued by the authorities from time to time. The service tax component payable by the policyholder at applicable rates will be

stated in the premium notice and the premium receipt for the information of the policyholder.

If any Supplementary Contract is attached the service tax component payable by the policyholder at applicable rates for the Supplementary Contract will be stated in the premium notice and the premium receipt for the information of the policyholder.

The current rates are subject to amendment made by Government from time to time. No separate notification will be sent for change in rates of service tax. Applicable amount of service tax at applicable rate will be stated in the premium notice sent to the policyholder.

OWNERSHIP PROVISIONS

THE POLICYHOLDER

You are the Policyholder and beneficiary of this Policy as shown on the Policy Information Page until changed. Only the Policyholder can, during the Insured's lifetime, exercise all rights, privileges and options provided under this Policy subject to any Nominee's vested interest.

NOMINEE

The Nominee is named in the Application unless subsequently changed. If a Nominee dies before the Insured, the payable benefits will be made to the surviving Nominee(s). If no nomination has been made, or all Nominees die before the Insured, the payable benefits will be made to the legal heir or legal representative of the Policyholder.

In the event of death of the Insured whilst the Nominee is a minor, the money secured by the Policy shall be received by the Appointee as named in the Application unless subsequently changed.

CHANGE OF OWNERSHIP, NOMINEE AND ASSIGNMENT

While this Policy is in force, you may change ownership of this Policy and/or the Nominee/Appointee by filing a written notice to us. Such change is valid only if recorded by us during the lifetime of the Insured and endorsed on this Policy.

We assume no responsibility for the validity or sufficiency of the nomination of the Nominee or appointment of the Appointee.

POLICYHOLDER'S SERVICING

With regard to any query or issue related to the Policy, the Policyholder can contact the Company through the Company toll free number is 1-800-11-9966. In case of a change in the toll free number the same will be communicated to the Policyholder. The Policyholder shall from time to time whenever deems it deems fit and necessary for availing of better facilities from the Company shall provide the name of the persons to be contacted for enquiries if any or any change of address or change of nomination under the contract.

PREMIUM PROVISIONS

PAYMENT

All premiums are payable on or before their due dates to us either at our issuing office or to our authorized officer or cashier. The premium shall be paid in the Currency stated in the Policy Information Page.

CHANGE

You may change the frequency of premium payments by written request. Subject to our minimum premium requirements, premiums may be paid on an annual, semi-annual, quarterly or monthly mode at the premium rates applicable on the Issue Date. Premiums payable monthly shall be paid by auto-deduction through a bank, unless we agree otherwise in writing. If such arrangement ceases for whatever reason, the Company will stop accepting monthly interval of premium payment and the policy will be automatically

converted to quarterly mode. Any outstanding balance of the quarterly premium will become due immediately for payment.

DEFAULT

After payment of the first premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment.

GRACE PERIOD

A Grace Period of thirty-one (31) days from the due date will be allowed for payment of each subsequent premium. The Policy will remain in force during the period. If any premium remains unpaid at the end of its Grace Period, the Policy shall lapse and have no further value.

DEDUCTION OF PREMIUM AT DEATH

If this Policy becomes a claim by death of the Insured, any balance of the premiums due for the full policy year in which death occurs shall be deducted from the proceeds payable under the Policy.

REINSTATEMENT

If a premium is in default beyond the Grace Period and subject to the Policy not having been terminated by the Policyholder, it may be reinstated, at our absolute discretion, within five years after the due date of the premium in default subject to:

- (i) your written application for reinstatement;
- (ii) production of Insured's current health certificate and other evidence of insurability satisfactory to us;
- (iii) payment of all overdue premiums with interest; and
- (iv) repayment or reinstatement of any Indebtedness outstanding at the due date of the premium in default plus interest

Interest on premiums and Indebtedness will be compounded at an annual rate which we shall determine.

We will require evidence of insurability before reinstating any Supplementary Contract.

Any reinstatement shall only cover loss or insured event which occurs after the Commencement Date.

TABLE OF SURGICAL PROCEDURES/SURGERIES

Notes:

- (1) "Excision" as used in this table shall mean total removal of the relevant organ, unless specified otherwise therein;
- (2) Any treatment or surgical procedures/surgery which is not Medically Necessary, or that is experimental or investigational, including biopsies and diagnostic procedures, are not covered;
- (3) This Policy shall not cover any surgery procedures/surgery resulting from or related to, directly or indirectly, wholly or partly, by any Exclusions defined hereinabove.

A NERVOUS SYSTEM
1. Therapeutic intracranial surgical procedures on the brain substance
2. Drainage of lesion of tissue of brain
3. Open therapeutic surgical procedures of the brain ventricles
4. Operations in the intracranial subarachnoid space
5. Intracranial or intraosseous surgery to a cranial nerve

6. Intracranial surgery for a lesion involving or arising from the Meninges
7. Open surgical procedures involving the spinal cord or the spinal nerve roots
B ENDOCRINE SYSTEM
8. Surgical procedures to the pituitary gland
9. Therapeutic open surgical procedures on the thymus or adrenal glands
C BREAST
10. Total mastectomy
D RESPIRATORY TRACT
11. Surgical removal of a malignant tumour from the nose or nasopharynx Cancers of the skin of the nose are excluded.
12. Excision of malignant tumour from pharynx
13. Excision of larynx
14. Reconstruction of larynx
15. Open surgical procedures on the bronchi or lung
16. Pneumonectomy, lobectomy or transplantation of Lung
17. Other open operations on mediastinum not specified elsewhere in this Table
E MOUTH
18. Surgical removal of malignant tumour from the oral cavity
F DIGESTIVE TRACT
19. Partial or total oesophagectomy
20. Other open surgical procedures to the oesophagus not specified elsewhere in this Table
21. Repair of diaphragmatic hernia
22. Anti reflux operations other than endoscopic procedures
23. Partial or total excision of stomach
24. Other open surgical procedures on the stomach, duodenum or jejunum
25. Open surgical procedures on the ileum
26. Total excision of colon or rectum
27. Partial colectomy
28. Exteriorisation of caecum
29. Other exteriorization of colon not specified elsewhere in this Table
30. Surgery for small or large bowel obstruction
31. Fixation of rectum for prolapse, perineal operations for prolapse of rectum

32. Excision of anus
33. Transplantation of liver
34. Partial excision of liver
35. Extirpation of lesion of liver
36. Open surgical procedures to the peritoneum, omentum, or mesentery of the bowel
37. Transplantation of pancreas
38. Total excision of pancreas
39. Partial excision of pancreas and other open surgical procedures on the pancreas or pancreatic ducts
G HEART
41. Transplantation of heart and lung
42. Other transplantation of heart not specified elsewhere in this Table
43. Heart surgery for correction of congenital structural abnormalities
44. Creation of a cardiac conduit
45. Surgical procedures on wall of atrium -or ventricle
46. Plastic repair or replacement of a heart valve
47. Coronary Artery bypass grafting
48. Surgical procedures on the impulse conducting system of heart, including the insertion of a permanent pacemaker
49. Other open operations on heart not specified elsewhere in this Table
50. Operations on pericardium
H ARTERIES AND VEINS
51. Surgical correction of patent ductus arteriosus
52. Surgical procedure to major blood vessels within the thorax
53. Surgical repair or replacement of a section of the aorta
54. Surgical reconstruction or bypass of a major blood vessel in the head and neck
55. Endarterectomy of an artery in the head or neck.
56. Surgical repair or bypass of a branch of the aorta (vessels arising from the aorta and before they branch) and retroperitoneal blood vessels
57. Other open surgical procedures on intra-abdominal blood vessels not specified elsewhere in this Table
58. Other surgical repair, grafting or reconstruction of an artery not specified elsewhere in this Table, but excluding transluminal procedures

I URINARY - Endoscopic operations on bladder are excluded
59. Transplantation of kidney
60. Surgical procedures on the kidney, renal pelvis and ureter.
61. Total excision of bladder
62. Open excision of prostate
63. Other open operations on outlet of male bladder/prostate not specified elsewhere in this Table
64. Excision of urethra
65. Other open operations on urethra not specified elsewhere in this Table
J MALE GENITAL ORGANS
66. Extirpation of malignant lesion of scrotum or testis
67. Extirpation of malignant lesion of penis
K FEMALE GENITAL TRACT
68. Excision of malignant lesion of vulva or perineum
69. Extirpation of malignant lesion of vagina, excluding surgical procedures to the uterine cervix
70. Hysterectomy
71. Hysterectomy and bilateral oophorectomy
L SKIN AND BURNS
72. Surgical grafting of flap of skin and muscle.
73. Surgical grafting of flap of skin and fascia.
74. Debridement of 3rd degree burns to greater than 9 percent of body surface area
M CHEST WALL PLEURA AND DIAPHRAGM
75. Reconstruction of chest wall
76. Repair of rupture of diaphragm
77. Other operations on diaphragm not specified elsewhere in this Table
N ORTHOPAEDIC AND PLASTIC
78. Surgical procedures to remove tumours of bone other than the digits
79. Anterior spinal fusion and anterior decompression of the spinal cord.

80. Laminectomy, discectomy and other open surgery to the spinal column and facet joints using a posterior approach.
81. Plastic repair of cranium
82. Instrumental or other open surgical correction of deformity of spine
83. Prosthetic replacement of bone
84. Replantation of upper limb
85. Replantation of lower limb
86. Implantation of prosthesis for limb
87. Amputation of arm
88. Amputation of hand
89. Amputation of leg
90. Amputation of foot
O MISCELLANEOUS
91. Replantation of digits or other body parts requiring both vascular and nerve anastomosis. Skin grafts are excluded
92. Clearance of pelvis