

ING Critical Illness Rider

UIN - 114B009V02

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:

"Accident" shall mean a sudden, unforeseen and involuntary event caused by external, visible and violent means.

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

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

"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.

“Medical Practitioner” is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license and is not a relative of the Policy Holder/Life Assured.

“National Operations Office” means the central office for operations of the Company primarily responsible for new business underwriting, policy issuance, policy owner services, customer services, including complaint handling, processing claims, surrender, maturity and activities related hereto;

“Policy Holder” shall mean the person referred to under the Base Policy Schedule or any person in whose favour the base 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 ING Critical Illness 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

ING Critical Illness 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 Base Policy and Rider Policy 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 for a period of five years.

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.

6.3. The premium rates are guaranteed for five years and can be reviewed post IRDA approval. Any modification will be intimated to the Eligible Person/Policyholder at least at least three months prior to the date when such revision or modification comes into effect.

In the event the policyholder makes a choice of monthly premium payment mode, three (3) months premiums shall be collected in advance on the date of commencement of the policy and adjusted towards the policy only on the due dates. These advance premiums shall be non-refundable, except in case of Free Look Cancellation of this policy

(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. If the grace period of the base policy is 15 days, the rider cover will cease after the grace period; however it will be considered for renewal without underwriting till 30 days from the due date of premium.

(8) REINSTATEMENT

If the Rider alone is withdrawn or discontinued then it cannot be reinstated. However, subject to approval of the Company and the prevailing board approved Underwriting policy, 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 re-instated 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. The Company shall settle claims including its rejections, within 30 days of the receipt of the last necessary document/s.

(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) FREE LOOK PROVISIONS

The Policyholder shall have a period of 15 days (30 days if the Policy is sourced through Distance Marketing) from the date of receipt of the Policy document to review the terms and conditions of this Policy and if the Policyholder disagrees with any of the terms and conditions, he/she has the option to return the Policy stating the reasons for the objections upon which the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover in addition to the expenses incurred on medical examination (if any) and the stamp duty Charges. All Benefits and rights under this Policy shall immediately stand terminated at the cancellation of the Policy

(15) 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.

(16) 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.

Notice of any 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.

(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) ASSIGNMENT

Assignment is not allowed under this Rider Policy.

(19) GRIEVANCE REDRESSAL /COMPLAINTS: CONTACT INFORMATION FOR FEEDBACK, COMPLAINTS & GRIEVANCES REDRESSAL

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

Level 1

Call Us	Email Us	Contact Us
Call Our Toll Free Number 1800 – 419 8228/ +91 9880888228	Email Us at customer.service@inglife.co.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 the Eligible Person is not satisfied with the decision of the above office, or has not received any response within 10 days, the Eligible Person may contact the following official for resolution:

Complaints Officer

ING Vysya Life Insurance Company Limited
Gold Hill Square, 1st Floor, 690
Hosur Road, Bangalore – 560068
Email: complaintscell@inglife.co.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

Head Customer Service@ Email – In case you are not satisfied with the decision of the above, you can mail the Head Customer Service:
head.customerservice@inglife.co.in

Level 4

In case the Eligible Person is not satisfied with the decision/resolution of the Company, the Eligible Person may approach the nearest Insurance Ombudsman as per the address mentioned in **Annexure 'Ombudsman List'** 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 representative 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

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.

6.4 Consent to Disclosure of Personal Data:

This is to bring to the express notice of the Policyholder/Life Assured that the Personal data including the health details and medical records (Hereinafter Data) of the Policyholder and/or the Life Assured shall be used by the Company and that such information may be disclosed or transferred by the Company to any third party/Group Companies in pursuance of its business requirements in the process of servicing the policy. The Policyholder's acceptance of the Policy terms and conditions beyond the Free Look Period shall be deemed to be taken as express consent regarding the use of their Data. For any information or clarification please contact the Complaints Officer mentioned in this Policy.

APPENDIX A:- List of Critical Illnesses

OPTION A: - 4 (Four) Critical Illnesses

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

1. Cancer of Specified Severity:

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

Exclusion

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

2. First Heart Attack- Of Specified Severity:

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

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

Exclusion

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

3. Stroke Resulting in Permanent Symptoms:

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

Exclusion

- a. Transient ischemic attacks (TIA)
 - b. Traumatic injury of the brain
 - c. Vascular disease affecting only the eye or optic nerve or vestibular functions.
- #### **4. Open Chest Coronary Artery Bypass Surgery (CABG):**

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

Exclusion

- a. Angioplasty and/or any other intra-arterial procedures
- b. Any key-hole or laser 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.

OPTION B: - 25 (Twenty Five) Critical Illnesses

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

1. Cancer of Specified Severity:

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

Exclusion

- a. Tumors showing the malignant changes of carcinoma

in situ & tumors which are histologically described as premalignant or non invasive, including but not limited to:

- b. Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3.
- b. Any skin cancer other than invasive malignant melanoma.
- c. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.....
- d. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
- e. Chronic lymphocytic leukemia less than RAI stage 3
- f. Microcarcinoma of the bladder
- g. All tumors in the presence of HIV infection.

2. First Heart Attack- Of Specified Severity:

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

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

Exclusion

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

3. Stroke Resulting in Permanent Symptoms:

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

Exclusion

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

4. Open Chest Coronary Artery Bypass Surgery (CABG):

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

Exclusion

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

5. Kidney Failure requiring Regular Dialysis:

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

6. Major Organ/ Bone Marrow Transplant:

The actual undergoing of a transplant of:

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

The following are excluded:

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

7. Benign Brain Tumor:

A benign tumor in the brain where all of the following conditions are met:

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

The following are excluded:

- a. Cysts;
- b. Granulomas;
- c. Vascular malformations;
- d. Haematomas; and
- e. Tumors of the pituitary gland or spinal cord
- f. Tumors of acoustic nerve (acoustic neurons)

8. Permanent Paralysis of Limbs:

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

9. Coma of Specified Severity:

A state of unconsciousness with no reaction or response to external stimuli or internal needs.

This diagnosis must be supported by evidence of all of the following:

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

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

10. Total Blindness:

Total, permanent and irreversible loss of all vision (visual acuity of less than 6/60 in the better eye even with the use of visual aids) in both eyes as a result of illness or accident. This diagnosis must be confirmed by a Consultant Ophthalmologist. The blindness must not be correctable by aides or surgical procedures.

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

11. Major Burns:

Third degree (full thickness of the skin) burns covering at least 20% of the surface of the life assured's body. The condition (diagnosis and the total area involved using standardized, clinically accepted, body surface area charts) must be confirmed by a consultant physician acceptable to the Company.

Exclusion

- a. Burns arising due to self infliction.

12. Open Heart Replacement or Repair of Heart Valves:

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a

consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

13. Surgery of Aorta:

The actual undergoing of surgery via thoracotomy or laparotomy for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.

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

Exclusion

- a. Stent-grafting.

14. Motor Neuron disease with Permanent Symptoms:

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

15. Multiple sclerosis with Persisting Symptoms:

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

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

Exclusions

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

16. Aplastic Anemia:

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

- i. Repeated blood transfusions;
- ii. Marrow stimulating agents;
- iii. Immunosuppressive agents; or
- iv. Bone marrow transplant

The diagnosis of irreversible aplastic anemia must be confirmed by a Hematologist acceptable to the Company. Two out of the following three values must be present:

- 1. Absolute neutrophil count of 500 per cubic millimeter or less;
- 2. Reticulocyte count of 20,000 per cubic millimeter or less;
- 3. Platelet count of 20,000 per cubic millimeter or less.

Exclusion

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

17. End Stage Liver Disease:

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

- i. Uncontrollable Ascites
- ii. Permanent Jaundice
- iii. Esophageal or Gastric Varices and Portal Hypertension
- iv. Hepatic Encephalopathy.

Exclusion

- a. Liver disease arising out of or secondary to alcohol or drug abuse.

18. Chronic Lung Disease:

End Stage Lung Disease, causing chronic respiratory failure including Chronic Interstitial Lung Disease.

The following criteria must be met:

- i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- iii. Arterial blood gas analyses with partial oxygen pressures of 55mmHG or less (PaO₂<55mmHg); and
- iv. Dyspnea at rest.

This diagnosis must be confirmed by a Consultant Pulmonologist acceptable to the Company.

19. Alzheimer's Disease

Progressive and permanent deterioration of memory or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured. This diagnosis must be supported by the clinical confirmation of an appropriate consultant neurologist and supported by the Company's appointed doctor. This condition shall be medically document for continuous period of at least 3 (three) months.

Exclusion

- a. Non-organic diseases such as neurosis and psychiatric illnesses; and
- b. Alcohol related brain damage.
- c. Any other type of irreversible organic disorder / dementia.

20. Parkinson's Disease

The unequivocal diagnosis of primary idiopathic Parkinson's disease (all other forms of Parkinsonism are excluded) made by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

- i. The disease cannot be controlled with medication;
- ii. Objective sign of progressive impairment; and
- iii. There is an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following "Activities of Daily Living" for a continuous period of at least 3 months.

The Activities of Daily Living are:

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

Exclusion

- a. Drug-induced or toxic causes of Parkinsonism.

21. Loss of Speech

Total, permanent and irrecoverable loss of the ability to speak due to physical injury or damage to the vocal cords. The inability to speak must be established for a continuous period of 6 (six) months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

Exclusion

- a. All psychiatric related causes of loss of speech. No benefit will be payable if, in general medical opinion, a device, or implant could result in the partial or total restoration of speech.

22. Major Head Trauma

Major trauma to head causing permanent neurological deficit resulting in the inability to perform (whether aided or unaided) 3 (three) or more Activities of Daily Living. This condition shall be assessed no sooner than 6(six) weeks from date of accident.

The Activities of Daily Living are:

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

This diagnosis must be confirmed by a consultant neurologist and supported by unequivocal findings on MRI CT Scan, or other reliable imaging techniques. The head injury must be caused solely and directly by accidental, violent, external and visible means and independent of all other causes.

Exclusion

- a. Spinal cord injury; and
- b. Brain dysfunction due to any other causes other than accident.

23. Primary Pulmonary Hypertension

Primary Pulmonary Hypertension with substantial right ventricular enlargement confirmed by investigations including cardiac catheterization, resulting in permanent physical impairment of at least Class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment. The diagnosis of primary pulmonary hypertension needs to be made by a cardiologist or a Specialist in respiratory medicine and needs to be supported by data provided at cardiac catheterisation.

The diagnosis must be supported by all three (3) of the following criteria:

1. Mean pulmonary artery pressure > 40 mmHg; and
2. Pulmonary vascular resistance > 3 mmHg / L / min; and
3. Normal pulmonary wedge pressure < 15 mmHg.

New York Heart Classification:

Class I: Patients with cardiac disease but without resulting limitation of physical activity. Ordinary physical activity does not cause undue fatigue, palpitation, dyspnea or angina pain.

Class II: Patients with cardiac disease results in slight limitation of physical activity. They are comfortable at rest. Ordinary physical activity results in fatigue, palpitation, dyspnea or angina pain.

Class III: Patients with cardiac disease resulting in marked limitation of physical activity. They are comfortable at rest. Less than ordinary activity causes fatigue, palpitation, dyspnea or anginal pain.

Class IV: Patients with cardiac disease resulting in inability to carry on any physical activity without discomfort. Symptoms of heart failure or the angina syndrome may be present even at rest. If any physical activity is undertaken, discomfort increases.

Exclusion

- a. Pulmonary hypertension associated with lung disease.
- b. Chronic hypoventilation
- c. Pulmonary thromboembolic disease
- d. Diseases of the left side of the heart
- e. Congenital heart disease.

24. Systemic Lupus Erythematosus with Lupus Nephritis

A multi-system, multifactorial, autoimmune disease characterized by the development of auto-antibodies directed against various self-antigens. In respect of this Contract, Systemic Lupus Erythematosus will be

restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a certified doctor specializing in Rheumatology and Immunology. There must be positive antinuclear antibody test.

Exclusion

Other forms, discoid lupus, and those forms with only hematological and joint involvement.

WHO Classification of Lupus Nephritis:

Class I: Minimal change Lupus Glomerulonephritis- Negative, normal urine.

Class II: Mesangial Lupus Glomerulonephritis- Moderate Proteinuria, active sediment

Class III: Focal Segmental Proliferative Lupus Glomerulonephritis- Proteinuria, active sediment.

Class IV: Diffuse Proliferative Lupus Glomerulonephritis- Acute nephritis with active sediment and / or nephritic syndrome.

Class V: Membranous Lupus Glomerulonephritis- Nephrotic Syndrome or severe proteinuria.

25. Apallic Syndrome:

Universal necrosis of the brain cortex with the brainstem remaining intact. Diagnosis must be confirmed by a Neurologist and condition must be documented for at least one month with no hope of recovery.

“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.