

INFORMATION TO BE PROVIDED IN SALES BROCHURE
LIC's New Critical Illness Benefit Rider (UIN: 512A212V01)

LIC's New Critical Illness Benefit Rider is a non-linked rider which will reduce the financial burden in case the Life Assured is diagnosed as suffering from any of the pre-specified critical illnesses. This rider shall only be attached with non-linked plans at the inception of the base policy and will provide an add-on benefit to the base plan.

1. BENEFIT:

On first diagnosis of any one of the 15 Critical Illnesses as mentioned below, provided the same is admissible, the Critical Illness Sum Assured shall be payable. The Critical Illness Rider shall be payable only once during the term of the policy while the Policy is in force. The Rider ceases to apply once the Critical Illness Sum Assured becomes payable.

The Critical Illnesses covered are:

(i) CANCER OF SPECIFIED SEVERITY:

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

II. The following are excluded –

- i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- ix. All tumors in the presence of HIV infection.

(ii) OPEN CHEST CABG

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

II. The following are excluded:

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

(iii) MYOCARDIAL INFARCTION

(First Heart Attack of specific severity)

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

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

II. The following are excluded:

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

(iv) **KIDNEY FAILURE REQUIRING REGULAR DIALYSIS**

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

(v) **MAJOR ORGAN /BONE MARROW TRANSPLANT (as recipient)**

I. 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.

II. The following are excluded:

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

(vi) **STROKE RESULTING IN PERMANENT SYMPTOMS**

I. 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.

II. The following are excluded:

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

(vii) **PERMANENT PARALYSIS OF LIMBS**

I. 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.

(viii) **MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS**

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

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

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

(ix) **AORTIC SURGERY**

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

Surgery performed using only minimally invasive or intra-arterial techniques are excluded.

(x) **PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION**

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

II. The NYHA Classification of Cardiac Impairment are as follows:

- i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

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

(xi) **ALZHEIMER'S DISEASE/DEMENTIA:**

Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's Disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured for a minimum period of 6 months from date of diagnosis. This diagnosis must be supported by the clinical confirmation of an appropriate Registered Medical practitioner who is also a Neurologist and supported by the Corporation's appointed doctor.

The following are excluded:

- (i) Non-organic disease such as neurosis and psychiatric illnesses; and
- (ii) Alcohol-related brain damage.

(xii) **BLINDNESS**

I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

II. The Blindness is evidenced by:

- i. corrected visual acuity being 3/60 or less in both eyes or ;
- ii. the field of vision being less than 10 degrees in both eyes.

III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

(xiii) **THIRD DEGREE BURNS**

I. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

(xiv) **OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES**

I. 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.

(xv) **BENIGN BRAIN TUMOR**

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

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

- i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

III. The following conditions are excluded:

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

2. ELIGIBILITY:

The eligibility conditions of base plan with which this rider is attached shall apply subject to the following limits:

- (a) Minimum age at entry: 18 years (completed)
- (b) Maximum age at entry: 65 years (last Birthday)
- (c) Minimum Sum Assured: Rs.100,000
- (d) Maximum Sum Assured: An amount equal to the Sum Assured on Death under the base plan subject to the maximum as fixed in the base plan but not exceeding an overall limit of Rs. 25,00,000 Critical Illness Sum Assured taking all existing policies of the Life Assured under this rider and the Critical Illness Sum Assured under the new proposal into consideration.
- (e) Premium Paying Term: Same as under the base Plan subject to the following limits-
Regular Premium Policies: 5 to 35 years
(f) Limited Premium Policies: 5 to (Policy Term -1) years
- (g) Policy Term: Same as under the base Plan subject to the following limits-
Regular Premium Policies: 5 to 35 years
Limited Premium Policies: 10 to 35 years
- (h) Maximum cover ceasing age: 75 years
- (i) Premium payment mode: Same as base Plan

3. PREMIUM RATES:

The Critical Illness rider premium rates are guaranteed for a period of first 5 years from the date of commencement of the policy. The Premium rates for future years will be subject to revision based on the Corporation's experience under this rider.

The sample tabular annual premium rates (in Rs.) (exclusive of Service Tax) per thousand Critical Illness Sum Assured are as under:

Regular Premium Policies:

Age (years)	Policy Term (years)			
	10		20	
	Male	Female	Male	Female
20	1.07	1.08	1.20	1.36
30	1.82	2.16	2.74	2.91
40	4.65	4.52	6.75	5.80
50	10.96	8.47	14.24	10.12

Limited Premium Policies:

Age (years)	Policy Term = 25 years			
	PPT = 16 years		PPT = 20 years	
	Male	Female	Male	Female
20	1.87	2.07	1.63	1.80
30	4.32	4.29	3.77	3.75
40	9.93	8.18	8.72	7.17
50	19.38	13.72	17.20	12.09

4. REBATE FOR MODE OF PREMIUM PAYMENT & HIGH SUM ASSURED:

Mode Rebate: Same as under the base plan

High Sum Assured Rebate: Nil

5. GRACE PERIOD

Same as under the base plan i.e. a grace period of one month but not less than 30 days will be allowed for payment of yearly, half-yearly or quarterly rider premiums and 15 days for monthly rider premiums.

6. REVIVAL

Revival of this rider will only be considered along with the revival of the base policy. All terms and conditions applicable under the base policy shall be applicable to this rider.

7. PAID-UP VALUE:

This rider shall not acquire any paid-up value

8. SURRENDER VALUE:

No surrender value shall be available under this rider.

However, on surrender of an inforce base policy to which this rider is attached, provided all the due premium in respect of this rider & the base plan have been paid, the additional rider premium charged in respect of cover after premium paying term shall be refunded as follows:

Under regular premium policies: Nothing shall be refunded.

Limited premium paying policies:

- i. Refund shall only be payable if full premiums have been paid for at least:
 - first two consecutive years in case of premium paying term less than 10 years
 - first three consecutive years in case of premium paying term of 10 years or more

- ii. Refund during premium paying term shall be:

$$75\% * d * (Pppt - Pn) * (Rider Sum Assured / 1000)$$

Refund after premium paying term shall be:

$$75\% * Pppt * (Rider Sum Assured / 1000) * (ppt / n) * (n - t)$$

Where:

Pppt = Tabular annual premium as applicable from time to time for the limited premium paying term per Rs. 1000/- Critical Illness Sum Assured.

Pn = Equivalent tabular annual regular premium per Rs. 1000/- Critical Illness Sum Assured corresponding to the respective Limited Premium payable, as applicable from time to time during the policy term

Above premiums excludes service tax and extra premium, if any.

d = policy duration elapsed in completed years as on date of surrender..

n = Term of the Rider.

ppt = Premium paying term of the Rider.

t = Policy duration elapsed in nearest completed years as on the date of surrender.

9. TAXES:

Satutory Taxes, if any, imposed on such insurance riders by the Govt. of India or any other constitutional Tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of Service Tax payable as per the prevailing rates shall be payable by the policyholder on premiums payable under the rider, which shall be collected separately over and above in addition to the premiums payable by the policyholder.

10. FREE LOOK PERIOD:

If the policyholder is not satisfied with the "Terms and Conditions" of the Rider, he/she may return the Rider to the Corporation within 15 days from the date of receipt of the policy bond stating the reasons of objections. On receipt of the same the Corporation shall cancel the Rider and return the amount of premium deposited for this rider after deducting the proportionate risk premium for Critical Illness Benefits till the date of receipt of returned policy document, charges for medical examination, special reports, if any, on account of rider inclusion and charges for stamp duty.

11. EXCLUSIONS

The Corporation shall not be liable to pay any of the benefit covered under this rider, if the critical illness has occurred directly or indirectly as a result of any of the following:

- Any of the listed critical illness conditions where death occurs within 30 days from the date of diagnosis
- Any sickness condition related to the illnesses covered under this rider manifesting itself within 90 days of the commencement of risk or revival of risk cover, whichever is later.
- Intentionally self-inflicted injury or attempted suicide, irrespective of mental condition.
- Alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner*.
- War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.
- Taking part in any act of a criminal nature
- Any Pre-existing medical condition i.e. any condition, ailment or injury or related condition (s) for which the policyholder had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the date of commencement/ revival of the policy.
- HIV or AIDS
- Failure to seek medical or follow medical advice (i.e. failure to undergo tests or treatments that a prudent person would normally undergo as recommended by a Medical Practitioner*.
- Radioactive contamination due to nuclear accident.

*Note: A 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 or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license but excluding the Practitioner who is:

- Insured/Policyholder himself or an agent of the Insured

- Insurance Agent, business partner(s) or employer/employee of the Insured or
- A member of Insured's immediate family.

SECTION 45 OF THE INSURANCE ACT, 1938:

The provision of Section 45 of the Insurance Act, 1938 shall be applicable as amended from time to time. The simplified version of this provision is as under:

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
 whichever is later.

2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
 whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.

4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

9. The insurer can call 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 of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of Section 45 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to the Insurance Laws (Amendment) Act, 2015, for complete and accurate details.]

PROHIBITION OF REBATES (SECTION 41 OF THE INSURANCE ACT, 1938 AS AMENDED BY INSURANCE LAWS (AMENDMENT) ACT, 2015):

- 1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.
- 2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Note: “Conditions apply” for which please refer to the Policy document or contact our nearest Branch Office.

BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS / FRAUDULENT OFFERS

IRDAI clarifies to public that

- **IRDAI or its officials do not involve in activities like sale of any kind of insurance or financial products nor invest premiums.**
- **IRDAI does not announce any bonus.**

Public receiving such phone calls are requested to lodge a police complaint along with details of phone call, number.

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