

A Non-Linked, Non-Participating, Protection Rider

Reliance Nippon Life Critical Condition (25) Rider (UIN: 121B012V02)

Reliance Nippon Life Insurance Company Limited (hereinafter called “RNLIC”) agrees to pay the benefits, as stipulated in the Rider Policy Schedule to the Policyholder on the basis of the statements, proposal, declarations and premium along with taxes as applicable from the Policyholder on the assurance that the Policyholder has agreed to all the Rider terms and conditions referred to in the Reliance Nippon Life Critical Condition (25) Rider (UIN: 121B012V02) Rider Policy Document. The Rider Benefits shall be paid if the Critical Condition (25) Rider is opted for and the same are payable as per the stipulations in the Rider Policy Document. The Claimant/ Nominee needs to submit satisfactory proof of title and other applicable documents pertaining to the Policy at the RNLIC offices for claiming the benefit.

In addition to the terms, condition and privileges mentioned in this rider document, it is hereby further declared that RNLIC and the Policyholder shall be further subject to the terms, condition and privileges as stipulated in the Base Policy Document and that the Policy Schedule and every endorsement placed on the Policy by RNLIC shall be deemed to be a part of the Policy and the attached Rider.

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Plan description

Reliance Nippon Life Critical Condition (25) Rider is a non-linked, non-participating, protection rider. In this rider, on the occurrence of any of the specified 25 Critical Conditions, the Policyholder will receive the lump sum benefit amount equal to Sum Assured (shown in the base Policy Schedule).

Terms and Condition

1. Free look

In the event you disagree with any of the terms and conditions of the rider, you may return the Policy Document to the Company within 15 days (applicable for all distribution channels, except for Distance Marketing* channel, which will have 30 days) of its receipt for cancellation, stating your objections, in which case, you shall be entitled to a refund of the premiums paid, subject only to a deduction of the proportionate risk premium for the period on cover and the expenses incurred by the insurer on medical examination of the Life Assured and stamp duty charges.

*Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes:

- (i) Voice mode, which includes telephone-calling
- (ii) Short Messaging Services (SMS)
- (iii) Electronic mode which includes e-mail, internet and interactive television (DTH)
- (iv) Physical mode, which includes direct postal mail and newspaper & magazine inserts and
- (v) Solicitation through any means of communication other than in person

2. Definitions

- 2.1. "Accident"** where accident is a sudden, unforeseen and involuntary event caused by external and visible means
- 2.2. "Accidental Death"** means death due to accident, where accident is a sudden, unforeseen and involuntary event caused by external and visible means
- 2.3. "Critical Illness (CI) benefit"** means a lump sum payment of the entire Sum Assured to the insured, in case of diagnosis of one of the illnesses mentioned under "List of Critical Illness covered" in this policy and fulfilling all the criteria mentioned under "Critical Illness definitions" in this policy
- 2.4. "Benefits"** means the Death Benefit or any other benefit, as the case may be, applicable in the Policy

2.5. “Non-Participating” means the rider doesn’t participate in the profits of participating fund of the company

2.6. “Sum Assured” opted under this plan is the rider Sum Assured

3. Benefit Structure

3.1. Death Benefit

No Death Benefit is payable

3.2. Maturity Benefit

No Maturity Benefit is payable.

3.3. Critical Condition Benefit

The plan provides a benefit amount equal to the rider Sum Assured on the occurrence of any of the 25 specified Critical Conditions.

The specified Critical Conditions are:

1. Cancer,
2. Coronary, Artery By-pass Graft,
3. Heart Attack (Myocardial Infarction),
4. Stroke,
5. Renal Failure,
6. Surgery for a Disease of the Aorta,
7. Coma,
8. Heart Valve Replacement,
9. Major Organ Transplant,
10. Paralysis,
11. Blindness,
12. Benign Brain Tumor,
13. Motor Neurone Disease,
14. Multiple Sclerosis
15. End Stage Lung Disease,
16. End Stage Liver Disease,
17. Aplastic Anaemia,
18. Systemic Lupus Erythematosus,
19. Alzheimer’s disease (before age 61),
20. Parkinson’s disease (before age 61),
21. Major Head Trauma,
22. Loss of Speech,
23. Primary Pulmonary Arterial Hypertension,
24. Major Burns,
25. Apallic Syndrome (Vegetative State)

In the event, Life Insured suffers from any of the Critical conditions listed above, after the Date of commencement of rider benefit and during the Cover Period, then the Benefit Amount equal to the Sum Assured will be paid as a lump sum to the Policyholder. The rider cover will terminate thereafter and the rider premium will be discontinued.

There is a waiting period of 180 days from the date of commencement of the rider benefit or result in the death of the life assured within 30 days of the onset of the critical illness.

The definitions of the specified critical conditions are:

1. Cancer

A malignant tumour 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.

II. The following are excluded -

- i. Tumours showing the malignant changes of carcinoma in situ & tumours 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.
- ii. Any skin cancer other than invasive malignant melanoma
- iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2NOMO
- iv. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
- v. Chronic lymphocytic leukaemia less than RAI stage 3
- vi. Microcarcinoma of the bladder
- vii. All tumours in the presence of HIV infection.

2. Coronary Artery Surgery one or more

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.

II. The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures
- ii. any key-hole or laser surgery.

3. Heart Attack (Myocardial Infarction)

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.

II.The following are excluded:

- i. Non-ST-segment elevation ' myocardial infarction (NSTEMI) with elevation of Troponin I or T
- i. Other acute Coronary Syndromes
- ii. Any type of angina pectoris.

4. Stroke

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 Vascular disease affecting only the eye or optic nerve or vestibular functions.

5. Renal Failure

End stage renal disease presented 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.

6. Surgery for a Disease of the Aorta

The actual undergoing of surgery for a chronic 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.

7. Coma

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.

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

8. Heart Valve Replacement

Surgical replacement of one or more heart valves with prosthetic valves. This includes the replacement of aortic, mitral, pulmonary or tricuspid valves with prosthetic valves due to stenosis or incompetence or a combination of these factors. 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.

Excluded are: Heart valve repair; valvulotomy; valvuloplasty.

9. Major Organ 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.

II. The following are excluded:

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

10. Paralysis

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.

11. Blindness

Total, permanent and irreversible loss of all sight in both the eyes as a result of sickness or accident. Diagnosis has to be confirmed by a specialist (by an ophthalmologist) and evidenced by specific test results.

12. Benign Brain Tumor

Removal of non-cancerous growth of tissue in brain under general anaesthesia leading to permanent neurological deficit or if inoperable also leading to permanent neurological deficit. Diagnosis to be confirmed by a specialist and evidence by typical findings in CT scan or MRI of the brain. Permanent neurological deficit means the condition has to be medically documented for

at least three months. Specifically excluded are all cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas and tumours in pituitary gland or spine.

13. Motor Neurone Disease

Motor neurone 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.

14. Multiple Sclerosis

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.
- II. Exclusions: other causes of neurological damage such as SLE and HIV are excluded.

15. End Stage Lung Disease

Severe and permanent impairment of respiratory function which has to be confirmed by a specialist and evidenced by all of the following criteria:

- i. persistent reduction in respiratory volume per second FEV1 to less than 1 litre (Tiffeneau respiratory test)
- ii. persistent reduction in arterial oxygen tension (PaO₂) below 55 mmHg
- iii. permanent oxygen supply is necessary

16. End Stage Liver Disease

Severely advanced liver disease resulting in cirrhosis which has to be confirmed by a specialist and evidenced by a Child-Pugh-Stage B or Child-Pugh-Stage C with regard to the following criteria:

- i. permanent jaundice (bilirubin > 2micromol/l)
- ii. moderate ascites
- iii. albumin < 3.5 g/dl
- iv. prothrombin time < 70%
- v. hepatic encephalopathy

17. Aplastic Anaemia

Unequivocal diagnosis of bone marrow failure confirmed by a specialist and evidenced by the result of bone marrow biopsy. Disease must result in anaemia, neutropenia and thrombocytopenia and must require treatment with at least one of the following:

- i. blood product transfusion
- ii. marrow stimulating agents
- iii. immunosuppressive agents
- iv. bone marrow transplantation

18. Systemic Lupus Erythematosus

An autoimmune illness in which tissues and cells are damaged by deposition of pathologic autoantibodies and immune complexes. Of significant importance for the outcome is the involvement of the kidneys. The renal function of the life insured has to be impacted due to the SLE (it has to be classified as Class III to Class VI lupus nephritis according to the classification of results of renal biopsy by WHO). Other types of lupus, such as the discoid lupus erythematosus or those that only affect the blood and joints are excluded. Diagnosis has to be confirmed by a specialist and evidenced by a histological report.

WHO's classification of lupus nephritis:

WHO I: normal glomeruli

WHO II: pure mesangial alterations

WHO III: focal segmental or focal proliferative glomerulonephritis

WHO IV: diffuse proliferative glomerulonephritis

WHO V: diffuse membranous glomerulonephritis

WHO VI: advanced sclerosing glomerulonephritis

19. Alzheimer's disease (before age 61)

Unequivocal diagnosis of Alzheimer's disease (presenile dementia) before age 61 that has to be confirmed by a specialist and evidenced by typical findings in cognitive and neuroradiological tests (e.g. CT scan, MRI, PET of the brain). The disease must result in a permanent inability to perform independently three or more activities of daily living – bathing (ability to wash in the bath or shower), dressing (ability to put on, take off, secure and unfasten garments), personal hygiene (ability to use the lavatory and to maintain a reasonable level of hygiene), mobility (ability to move indoors on a level surface), continence (ability to manage bowel and bladder functions), eating/drinking (ability to feed oneself, but not to prepare the food) or must result in need of supervision and the permanent presence of care staff due to the disease. These conditions have to be medically documented for at least three months.

20. Parkinson's disease (before age 61)

Unequivocal diagnosis of idiopathic or primary Parkinson's disease (all other forms of Parkinsonism are excluded) before age 61 that has to be confirmed by a specialist. The disease must result in a permanent inability to perform independently three or more activities of daily

living – bathing (ability to wash in the bath or shower), dressing (ability to put on, take off, secure and unfasten garments), personal hygiene (ability to use the lavatory and to maintain a reasonable level of hygiene), mobility (ability to move indoors on a level surface), continence (ability to manage bowel and bladder functions), eating/drinking (ability to feed oneself, but not to prepare the food) or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least three months.

21. Major Head Trauma

Major trauma to the head with disturbance of the brain function that has to be confirmed by a specialist and evidenced by typical findings in neuroradiological tests (e.g. CT Scan or MRI of the brain). The trauma must result in a permanent inability to perform independently three or more Activities of Daily Living – bathing (ability to wash in the bath or shower), dressing (ability to put on, take off, secure and unfasten and to maintain a reasonable level of hygiene), mobility (ability to move indoors on a level surface), continence (ability to manage bowel and bladder functions), eating/drinking (ability to feed oneself (but not to prepare the food)) or must result in a permanent bedridden

22. Loss of Speech

Total and irreversible loss of the ability to speak due to injury or disease of the vocal cords. The condition has to be confirmed and medically documented by a specialist (best by an otorhinolaryngologist) for at least 6 months. Psychogenic loss of speech is excluded from cover.

Note: we recommend the following in place repeated Coma, Paraplegia and severe Rheumatoid Arthritis.

23. Primary Pulmonary Arterial Hypertension

An increase in the blood pressure in the pulmonary arteries, caused by either an increase in pulmonary capillary pressure, increased pulmonary blood flow or increased pulmonary vascular resistance. Diagnosis has to be confirmed by a specialist and evidenced by cardiac catheterization showing a mean pulmonary artery pressure during rest of at least 20 mmHg. Furthermore right ventricular hypertrophy or dilatation and signs of right heart failure have to be medically documented for at least 3 months.

24. Major Burns

Third degree burns covering at least 20% of the surface area of the Insured's body. Diagnosis has to be confirmed by a specialist and evidenced by specific results re the Lund Browder Chart or equivalent burn area calculators.

25. Apallic Syndrome (Vegetative State)

Universal necrosis of the brain cortex, with the brain stem remaining intact. Definite diagnosis has to be confirmed by a specialist and evidenced by specific findings in neuroradiological tests (e.g. CT Scan, MRI of the brain). The condition has to be medically documented for at least one month.

4. Other benefit and features

4.1. Sum Assured

The rider Sum Assured chosen should be less than or equal to the base plan to which the rider is attached, subject to a minimum of Rs.10,000 and a maximum of Rs.20 Lakh.

4.2. Policy term

The Rider term will be less than or equal to the policy term of the base plan, if opted for from inception of the base plan. However, if Rider is opted for subsequently, at the base plan policy anniversary the rider term will be less than or equal to the outstanding base plan term, subject to minimum of 5 years.

Premium for this rider for insured person(s), commencement date and rider expiry date shall be specified in policy schedule.

4.3. Premium Payment

The premium for the Reliance Nippon Life Critical Condition (25) Rider is paid over and above and along with the base premium

Premiums may be paid yearly, half-yearly, quarterly or monthly, however, the premium payment mode of the rider must be same as that of the Base Policy.

The mode of rider premium can be changed only on Base Policy anniversary, and only when the Base Policy premium frequency changes

The rider premium paying term will be less than or equal to the premium paying term of the base plan if taken at the outset with the Base Policy subject to the rider premium paying term options available. The rider premium paying term will be less than or equal to the outstanding base premium paying terms if taken subsequently at the policy anniversary of base plan, subject to rider premium paying term options available

The sum of all rider premium (including Reliance Nippon Life Critical Condition (25) Rider) attached under any plan shall not exceed 30% of the premiums paid under the Base Policy (15% for pension policy).

The premium rates under Reliance Nippon Life Critical Condition (25) Rider are guaranteed throughout the rider term. Substandard lives with medical conditions or other impairments shall be charged appropriate additional premiums in accordance with the Board approved underwriting norms of the Company. For heavy smokers, company shall charge appropriate additional premiums in accordance with the board approved underwriting norms of the Company.

There will be loading on premium if premium is paid by a mode other than yearly. The loading for premium modes are mentioned below:

Mode of premium payment	Loading as a % of annual premium
Half-Yearly	2%
Quarterly	4%
Monthly	8.56%

There will not be any loading on premium if the premiums are paid through ECS.

Goods and Services Tax (along with Cess) at the rate declared by the Government from time to time shall be collected along with the rider premiums

5. Days of grace for payment of premium

There is a grace period of 30 days for payment of premium if mode of premium payment is annual, half yearly or quarterly. The grace period shall be 15 days if mode of premium payment is monthly.

6. Discontinuance of premium

- i. If premium is not been paid within the grace period, the rider benefit shall cease immediately.
- ii. Lapsation / Termination / Foreclosure of Base Policy: The rider benefit shall cease immediately on lapsation / termination (other than death) / foreclosure of Base Policy.
- iii. Revival: Reinstatement shall be made by paying the arrears of premiums with interest and recommencing the payment of premiums at any time within a period of 2 years from the due date of first unpaid premium but before the maturity of the policy, subject to satisfactory medical and financial evidence as stipulated by the Company from time to time. The Company reserves the right to revise the applicable interest rate from time to time depending on the economic environment, experience and other factors. Current rate of interest for revival is 9% p.a.
- iv. If the lapsed policy is not revived within 2 years of the due date of the first unpaid premium then the policy will be terminated. The Company will not be liable to make any payments if claims are made during the period when the policy is in lapse status.

7. General Condition

7.1. Payment of claims

The Company shall not pay any benefits under this rider until the company's requirements have been met to the company's satisfaction. The Company shall ask for

- i. Original Rider Policy Document,
- ii. Proof of age of the Life Assured if his or her age is not already admitted in the records of the Company,
- iii. a diagnosis confirmed by a registered Medical Practitioner appointed by the Company and must be supported by acceptable clinical, radiological, histological and laboratory evidence
- iv. KYC documents of the Policyholder as per the Anti Money Laundering (AML) Guidelines. (These include address proof & identity proof)
- v. Aadhar and Pan/Form 16
- vi. such additional requirements as the Company may find necessary to call for.

7.2. Termination of cover

The Reliance Nippon Life Critical Condition (25) Rider benefit, shall automatically terminate if the Base Policy lapses, is made paid up, matures, expires, or is surrendered provided that termination of these benefits shall be without prejudice to any claim arising prior to such termination.

7.3. Suicide Claim Provision

Reliance Nippon Life Critical Conditions (25) Rider claims which result from self afflicted injuries or conditions (attempted suicide) whether same or insane are excluded.

7.4. Exclusions

The Reliance Nippon Life Critical Conditions (25) Rider provides a fixed additional sum insured on the occurrence of any of 25 specified critical illnesses if the policy is in force. In case the life insured under Reliance Nippon Life Critical Conditions (25) rider is diagnosed with any of the critical illness mentioned below and the policy is in full force at that time, the company shall pay the rider sum assured and the policy will continue with all other benefits. There is a waiting period of 180 days from the date of commencement of the rider benefit or result in the death of the life assured within 30 days of the onset of the critical illness.

Benefits shall not be paid in case of claims arising as a result of any of the following:

- i. Diseases in the presence of an HIV infection;
- ii. Diseases that have previously occurred in the life insured (i.e. the benefit is payable only if the disease is a first incidence, regardless of whether the earlier incidence occurred before the individual was covered or whether the insured was covered by another insurer);

- iii. For any claim directly or indirectly caused by, based on, arising out of, or howsoever, to any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician;
- iv. Any congenital condition;
- v. Intentional self-inflicted injury, attempted suicide, while sane or insane;
- vi. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner;
- vii. Failure to seek or follow medical advice ;
- viii. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, terrorism, riot or civil commotion, strikes;
- ix. Taking part in any naval, military or air force operation during peace time;
- x. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable;
- xi. Participation by the insured person in a criminal or unlawful act;
- xii. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping;
- xiii. Nuclear Contamination; the radio active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such

7.5. Age Condition

- i. Age at entry: This rider allows for a maximum entry age of 65 years as on last birthday, subject to it being lower than or equal to the maximum entry age as on last birthday, under the Base Policy.
 - a. For entry ages 56 and above only policy term of 5 years is allowed.
 - b. At the time of entry, policy term shall be restricted such that age at entry plus policy term shall not be greater than 65 years of age for policy term of 10 years & above.

7.6. Renewal of the policy (after expiry of the policy term)

- i. The policyholder has the option to renew the rider policy (along with the base policy) within 30 days after the expiry of the previous policy term at the premium rates, terms and conditions prevailing at the time of renewal of the policy. Rider Policy Coverage ceases on the expiry of the previous policy term and no cover exists during this period of 30 days. The company is not bound to give notice to the policyholder that it is due for renewal, or to renew it.
- ii. If the sum insured after renewal is more than the sum insured on commencement of the previous policy, the renewal of policy would be subject to the Primary Insured and the Secondary Insured satisfying the financial and medical underwriting requirements of the company. The company shall have the right to refuse the increase in sum insured on renewal.

- iii. On renewal, the waiting period would be reduced by the number of continuous years the member has been insured with company under this plan or any other plan of the company of similar nature.

8. Nomination

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure AA for reference].

9. Assignment

Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure BB for reference]

Assignment will not be permitted if the policy is issued under Married Women's Property Act, 1874.

10. Policy not to be called in question on ground of mis-statement after three years (Section 45 of the Insurance Act, 1938)

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time 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 policywhichever 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 policywhichever 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. However, the payment will be as per IRDAI directions /Regulations / Circulars issued from time to time.

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 all the subsection of the Section 45 of the Insurance Act, 1938, only a simplified version prepared for general information. Policyholders are advised to refer to Original Section 45 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

SAMPLE

UIN: 121B012V02

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About Reliance Nippon Life Insurance

Reliance Nippon Life Insurance Company Limited (formerly known as Reliance Life Insurance Company Ltd) is a licensed life insurance company registered with the Insurance Regulatory & Development Authority of India (IRDAI) Registration No. 121. Reliance Nippon Life Insurance Company Limited offers you products that fulfill your savings and protection needs. Our aim is to emerge as a transnational Life Insurer of global scale and standard.

Tax laws are subject to change, consulting a tax expert is advisable.

Reliance Nippon Life Insurance Company Limited (Reg. No. 121)

Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai, Maharashtra -400710, India

Corporate Office: Reliance Centre, 5th floor, Off Western Express Highway, Santacruz East, Mumbai – 400055

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For more information or any grievance,

1. Call us between 9am to 6pm, Monday to Saturday on Call Centre number - 30338181(Local call charges apply) or our Toll Free Number 1800 300 08181
2. Visit us at www.reliancenipponlife.com or
3. Email us at: mlife.customerservice@relianceada.com

UIN for Reliance Nippon Life Critical Condition (25) Rider: 121B012V02

Annexure AA: Section 39, Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.

12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
- a) parents or
 - b) spouse or
 - c) children or
 - d) spouse and children
 - e) or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after 26.12.2014 the date when insurance law was amended
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of all the subsections of section 39 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 39 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

Annexure BB: Section 38, Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a) not bonafide or
 - b) not in the interest of the policyholder or
 - c) not in public interest or
 - d) is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.

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12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a) where assignment or transfer is subject to terms and conditions of transfer or assignment
OR
 - b) where the transfer or assignment is made upon condition that
 - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a) shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b) may institute any proceedings in relation to the policy
 - c) obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before 26.12.2014, the date when insurance law was amended, shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of all the subsection of Section 38 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 38 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]