

ABSLI WAIVER OF PREMIUM RIDER

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Part A

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WELCOME LETTER | POLICY PREAMBLE | POLICY SCHEDULE

Please refer to the Base Policy Contract or any Endorsements made to it from time to time and as applicable.

SAMPLE

## Part B

**GENERAL**

This rider contract (rider) forms part of the Base policy contract and shall be governed by the applicable definitions, provisions and terms and conditions as provided for in the Base policy except for the definitions, provisions and terms and conditions which are explicitly mentioned herein under this contract.

In this contract, "you" or "your" will refer to the policy owner and Life Insured (if different from the policy owner) of this policy and "we", "us", "our", "insurer" or "the company" will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors.

Please read this policy document carefully.

**DEFINITIONS**

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

**"Base Policy Contract"** shall mean and include the policy contract to which this rider will be attached.

**"Critical Illnesses"** covered under this rider have been defined as follows:

**1. "Cancer of Specified Severity"** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with the invasion & destruction of normal tissues. The diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukaemia, lymphoma and sarcoma but the following are excluded:

- 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 & CIN-3;
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- 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 T2N0M0;
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- Chronic lymphocytic leukaemia less than Rai stage 3;
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- 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;

**2. "First Heart Attack of specified severity" (Myocardial Infarction)**

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

- A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for example typical chest pain),
- New characteristic electrocardiogram changes,
- Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

Excluded are:

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

**3. "Stroke Resulting In Permanent Symptoms"** means a cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization from an extra-cranial source. The diagnosis must 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 for at least 3 months has to be produced.

Excluded are:

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

**4. "Major Organ / Bone Marrow Transplant"** means the actual undergoing of a transplant as a recipient of:

- one of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end-stage failure of the relevant organ.
- human bone marrow using haematopoietic stem cells.

Excluded are:

- Other stem-cell transplants
- Where only islets or langerhans are transplanted.

In the case of Critical Illness, the policy owner needs to survive for a period of 30 days from the date of diagnosis to be eligible for the rider benefit.

The undergoing of a transplant must be confirmed by a specialist medical practitioner.

**"Illness"** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

**"Injury"** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a medical practitioner.

**"Medical Practitioner"** means 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 licence. Such Medical Practitioner cannot be the policyholder's spouse, father (including stepfather) or mother (including stepmother), son (including stepson), son's wife, daughter, daughter's husband, brother (including stepbrother) and sister (including stepsister) or Life Insured / policyholder under this policy and would be independent of the insurer.

**"Total and Permanent Disability"** means the policy owner shall be regarded as disabled and entitled to the benefit if due to illness, disease, injury or surgical operations s/he is totally and permanently unable (even with reasonable training, rehabilitation and/or job accommodation) to engage in gainful employment in any occupation

whatsoever. The permanence of the disability will only be established 180 days following the date of the event causing the disability.

**Part C**

**RIDER PREMIUM PROVISIONS**

Your Policy Schedule of the Base Policy Contract or any endorsements made to it, as applicable, shows the Rider Sum Assured, the Rider Term, the Annual Rider Premium and the Premium Paying Term.

**RIDER BENEFIT PROVISIONS**

***Waiver of Premium Benefit***

A claim can be submitted under this rider while it is in effect and upon the first occurrence of the following events:

- (a) the policy owner suffers a total and permanent disability lasting at least 180 days; or
- (b) the policy owner is diagnosed to be suffering from any one of the covered critical illness under this rider and survives for a period of at least 30 days following the date of diagnosis; or
- (c) upon the unfortunate death of the policy owner, provided the Life Insured under the base policy is a different person.

The covered critical illnesses under this rider are: First Heart Attack of specified severity; Cancer of Specified Severity; Stroke Resulting in Permanent Symptoms; and Major Organ / Bone Marrow Transplant as have been defined in Part B of this document.

The benefits as given in the Base Policy Contract and all riders to which this rider is attached shall remain attached with the policy and no future premiums to be paid by the Policyholder.

Premiums due prior to our acceptance of the claim shall be payable by you and not waived by us.

In case of a total and permanent disability, we reserve the right to verify the subsistence of the disability at any time while we are waiving premiums. We may from time to time require the policy owner to furnish proof of continued total and permanent disability, failing which the premiums from this point onwards shall no longer be waived by us and be payable by you.

***Grace Period***

Please refer to the Base Policy Contract for the grace period. Grace period applicable will be same as mentioned in the Base Policy Contract.

If we do not receive your rider premium within the grace period, the provisions mentioned in Part D will be applicable.

## Part D

**RIDER PROVISIONS****Free- Look Period**

You will have the right to return rider policy to us within 15 days (30 days in case the policy issued under the provisions of IRDAI Guidelines on Distance Marketing <sup>(1)</sup> of Insurance products) from the date of receipt of the policy. We will refund the rider premium paid once we receive your written notice of cancellation (along with reasons thereof) together with the original policy documents. We will deduct proportionate rider risk premium for the period of cover and expenses incurred by us on medical examination of the life insured pertaining to rider coverage and stamp duty charges on rider sum assured (if any) at the time of issuing the rider policy in accordance with IRDAI (Protection of Policyholders Interest) Regulations, 2017.

<sup>(1)</sup>Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through voice mode, SMS electronic mode, physical mode (like postal mail) or any other means of communication other than in person.

**Surrender Benefit/Rider Paid-Up/Policy Loan**

There is no surrender benefit or, paid up value or loan available on this rider. . In case of surrender of the base policy, no surrender value for this rider benefit will be paid. If base policy becomes paid-up the rider benefit will cease immediately.

However, if insured event under this rider has happened on the life of the life insured and the Waiver of Premium benefit has commenced, then in case of surrender of the base policy and provided some surrender value under the base policy is payable, the surrender value for base policy will be determined by considering that all the premiums payable for the base policy (as a result of benefit payable under this rider) would be paid on their respective due dates.

The rider Surrender Value is payable at the same time as the base plan surrender value becomes payable.

**Revival**

As per the rules for Base Policy. No rider benefits will be payable during the revival period.

**Termination of Rider Benefit**

This rider cannot be voluntarily terminated by you at any subsequent policy anniversary. The rider will also terminate on the earliest of:

- the date the rider term ends; or
- the date claim under this rider is paid
- the date the Base Policy Contract to which this rider contract is attached terminates; or
- The date of payment of the surrender value, if any; or
- If the policy is lapsed, the date on which the revival period ends

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**Part E**

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Not Applicable.

SAMPLE

## Part F

**GENERAL PROVISIONS****Assignment**

Allowed as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.

For more details on the assignment, please refer to Annexure A of the base policy contract.

**Nomination**

Allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

For more details on the nomination, please refer to Annexure B of the base policy contract.

Nominations as mentioned under the Base Policy Contract including any changes made, if any, shall apply to this Rider Contract.

**Suicide Claim Exclusions**

If the policy owner dies by suicide within 12 months after the rider issue date or revival date, whichever is later, then benefit on death under this rider will not be payable.

Also, the policy owner will not be entitled to any benefits under this rider if the total and permanent disability or the covered critical illness results either directly or indirectly from an attempted suicide, while medically sane or insane.

**Exclusions**

You shall not be entitled to any benefits if a disability or covered critical illness results either directly or indirectly from any of the following causes:

- any pre-existing disease
  - . “Pre-existing Disease” means any condition, ailment, injury or disease:
    - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its latest revival date, whichever is later; OR
    - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its latest revival date, whichever is later; OR; c) A condition for which any symptoms and or signs if presented and have resulted within three months of the issuance of the policy or its latest revival date, whichever is later, in a diagnostic illness or medical condition.

This exclusion shall not be applicable to conditions, ailments or injuries or related condition(s) which are underwritten and accepted by insurer at inception

- any condition (disease, illness or injury) manifesting itself within 90 days from the effective date of the rider or its latest revival date, whichever is later;
- any congenital condition;
- attempted suicide or self-inflicted injury, irrespective of mental condition;
- participation in a criminal, unlawful or illegal activity;
- taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a registered medical practitioner acceptable to us;
- nuclear contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature;
- entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- 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;
- war (whether declared or not), terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law,
- rebellion, revolution, insurrection, military or usurper power, riot or civil commotion;
- taking part in any naval, military or air force operation during peace time;
- no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of, or howsoever, to any illness or accident for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier policy.

**Fraud and Misrepresentation**

As per provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

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Part G

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As per the Base Policy Contract

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