

POLICY BOND

SECTION 1: DEFINITIONS

The Company means Bharti AXA Life Insurance Company Limited.

Age is the age at last birthday, in completed years.

Basic Plan is the life insurance product chosen by you out of the various products offered by the Company.

Death Benefit: is the benefit payable on death of the life insured as per Section 3.1 herein.

Issue Date: is the date mentioned in the Policy Specifications and is the date of commencement of risk under the Basic Plan and/or the Rider/s chosen by you and in case of any attached supplement or endorsement, the date of issue of such supplement or endorsement.

Life Insured: is the person named in the Policy Specifications and whose life is covered under the Policy.

Expiry Date: is the date on which the Policy Benefit Period concludes and is shown as such in the Policy Specifications. It is also referred to as Maturity Date in the Policy Specification.

Nominee: is the person nominated by the Policyholder (who is also the Life Insured under the Policy) as per the Proposal Form or as may be subsequently intimated to the Company from time to time, to receive the benefits under the Policy in the event of death of the Life Insured before expiry of the policy.

Policy: means and includes this document with all its pages called Policy Bond, the proposal form for insurance (proposal) submitted by you, the Policy Specifications and any attached endorsement or supplement together with all the addendums, the medical examiner's report and any other document called for by the Company and submitted by you to enable us to process the proposal.

Policyholder is the owner of the Policy who is mentioned in the proposal form and may be a person other than the Life Insured.

Policy Benefit Period: is the number of Policy Years for which the Policy is in effect, commencing from the Policy Date and ending on the Expiry Date and is mentioned in the Policy Specifications.

Policy Date: is the month, day and year the Policy comes into effect and as shown in the Policy Specifications.

Policy Year: is measured from the Policy Date and is a period of twelve consecutive calendar months.

Policy Month: is measured from the Policy Date and is a period of one calendar month.

Policy Anniversary Date: is a date corresponding to the Policy Date in each period of twelve consecutive calendar months subsequent to the year of issue of the Policy.

Policy Specifications: is the cover page to the Policy containing amongst others, the brief description of the Policy, the Policyholder, and forms a part and parcel of this Policy Bond.

Rider: is a supplementary benefit payable to you on a specified event and is allowed as an add on to the main benefit available to you on payment of additional premium above the Premium of the Basic Plan.

Premium: is aggregate of the premiums for the basic plan and the rider/s, if any, payable by you according to the mode of payment chosen by you.

Rider Premium: is the premium payable for the Rider/(s) chosen by you and is mentioned in the Policy Specifications.

Sum Assured/Sum Insured: is the sum assured as shown in the Policy Specifications. The Sum Assured (benefit) for the Rider/(s) if any, are shown separately in the Policy Specifications.

“**You**”/ “**your**”/“**yours**” means the Policyholder as mentioned in the proposal form

SECTION 2: GENERAL PROVISIONS

2.1) Product Description

This is a traditional insurance product. The Policy benefits and the Policy Benefit Period are as mentioned in your Policy Specification.

The Premium payable under the Policy will be calculated on the basis of Age and gender of the Life Insured as declared in the proposal form.

Only a duly authorized officer of the Company has the power to change the Policy as per the request of the Policyholder. Neither an agent nor anyone other than a duly authorized officer of the Company has the power to waive any of the rights or requirements of the Policy.

Non Participating Policy: The Policy does not provide for participation in the distribution of surplus or profits that may be declared by the Company.

2.2) Assignment

The Policyholder can assign the Policy to another person and in that event the Policyholder will be referred to as Assignor and the person will be referred to as the Assignee. Assignment of the policy requires satisfactory written notice in the form specified by the Company accompanied by the original Policy Bond to be sent to us at the Company's office. The assignment would either be endorsed upon the Policy Bond or documented by a separate instrument, signed in either case by the Assignor stating specifically the fact of the assignment. The Company will not express any opinion on the validity or legality of the Assignment. Assignment can be done only for the entire Policy . Assignment shall automatically cancel a nomination except an assignment in favour of the Company.

2.3) Nomination

Where the Policyholder is also the Life Insured, the Policyholder may at any time before the expiry date of the Policy, nominate a person/(s) to receive the Policy Benefits in the event of the death of the Life Insured during the Policy Benefit Period. Where such nominee is a minor, the policyholder may also appoint any person who is a major (also referred to as “Appointee”), to so receive the Policy Benefits during the minority of the Nominee. The Company will not recognize a nomination or a change in nomination for the Policy, until it receives a written notice of the nomination or

change in the prescribed nomination form from the Policyholder at its office. The Company will not express any opinion on the validity or legality of the nomination. Policyholder can make a nomination only with regard to the entire Policy. If no Nominee is alive at the time of death of the Life Insured, the Policyholder's estate shall be deemed to be the Nominee.

2.4) Suicide Exclusion

If the Life Insured under the Policy, whether medically sane or insane, commits suicide, within one year of the Issue Date or the date of reinstatement of the Policy, whichever is later, the Policy shall be void and the Company will refund the Regular Premium paid for the Basic Plan (in case of reinstated policy, premium paid for such reinstatement).

2.5) Validity

The Policyholder and the Life Insured under the Policy have an obligation to disclose every fact material to assessment of the risk of issuing the Policy. The Company will be entitled to deny a claim on the failure to disclose or on the misrepresentation of a material fact in accordance with the provisions of Section 45 of the Insurance Act, 1938.

As per Section 45 of the Insurance Act, 1938, 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 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 the statement made in the proposal or in any report of a medical officer, or referee, or friend of the Life Insured, or in any 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 Life Insured and that the Life Insured knew at the time of making it that the statement was false or that it suppressed facts which 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/she is entitled to do so, and 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 application.

2.6) Misstatement of Age or gender

Without prejudice to Section 45 of the Insurance Act, 1938, if the Life Insured's age or gender has been misstated, as declared in the proposal, one of the following actions shall be taken:

- a) If the correct age is such as would have made the Life Insured, uninsurable under the current policy as specified in the Policy certificate, the Policy (including any attached endorsement and supplement) will be void from the Policy Date or;
- b) If the correct age is higher than the age declared in the Proposal form, the premium payable under the policy shall be revised corresponding to the correct age of the Life Insured, from the date of commencement of the Policy and the Proposer shall pay to the Company the accumulated difference between the revised premium and the original premium from the date of commencement of the Policy up to the date of such payment with interest at the rate, as decided by the Company from time to time. However, if the Proposer/Life Insured fails to pay the difference of premium with the interest thereon as mentioned above, subject to the other terms and conditions being met, the Sum Assured will be changed on the basis of correct age, gender and the premium paid or;
- c) If the correct age of the Life Insured is lower than the age declared in the proposal form, the

premium payable under the policy shall be revised corresponding to the correct age of Life Insured from the date of commencement of the Policy and the Company may, at its discretion, refund the accumulated difference between the original premium paid and the revised premium.

2.7) Primary Claim Documents

The Company would seek the following primary documents for processing the claim intimated by you:

- the original Policy Bond;
- Death Certificate of the Life Insured;
- the Claimant's Statement; and

The Company is entitled to call for additional documents based on the conditions among others the duration of the Policy, and the circumstances of the death, accident or illness and such other factors.

2.8) Notice

Any notice to be given to you under the Policy will be issued by post or electronic mail or telephone facsimile transmission to your updated address/es in the records of the Company and is deemed to have been received by you on the third business day after such dissemination. Any such notice will run from the time you are deemed to have received such notice.

2.9) Free-look Option

If the policyholder disagrees with any of the terms and conditions of the Policy, then the policyholder, has the option to return the original Policy Bond along with a letter stating reasons for the objection within 15 days of receipt of the Policy Bond ("the free look period"). The Policy will accordingly be cancelled and an amount equal to the Premium paid will be refunded to you. All your rights under this Policy shall stand extinguished immediately on the cancellation of the Policy under the free look option.

2.10) Taxation

The tax benefits, if any, on the Policy would be as per the prevailing provisions of the tax laws in India. If required by the relevant legislations prevailing from time to time, the Company will withhold taxes from the benefits payable under the Policy. The Company reserves the right to recover statutory levies including service tax by way of adjustment of the premiums paid by you or through remittances to be made by you.

2.11) Currency and Place of Payment

All payments to or by us will be in Indian Rupees and shall be in accordance with the prevailing Exchange Control regulations and other relevant laws of India.

2.12) Customer Service

The Policyholder can seek clarification or assistance on the Policy from the following:

- The Agent from whom you bought the Policy
- Company's Customer Service Representative during business hours (9.00a.m. to 6.00 p.m.) at the telephone number: 40306300
- Mail to: Customer Service
Bharti AXA Life Insurance Company Limited
61/62, 6th Floor, Kalpataru Synergy
Opposite Grand Hyatt
Vakola, Santacruz (East)
Mumbai - 400055.

Fax at: 022 - 40306347
E-mail: service@bharti-axalife.com

2.13) Grievance Redressal Process

You may register any grievance/feedback on Service@bharti-axalife.com at the Company's website www.bharti-axalife.com. You may also contact our branch office wherefrom you have bought the Policy nearest to you or the agent through whom you have bought the Policy. You may also contact the Complaints Cell at the following address:

Complaints Cell
Bharti AXA Life Insurance Company Limited
61/62 Kalpataru Synergy
Opposite Grand Hyatt
Vakola, Santacruz (East)
Mumbai 400055
Fax No.: 91 22 40306347

In the event you are dissatisfied with the resolution of your grievance, you may approach the Insurance Ombudsman located nearest to you. The details of the Insurance Ombudsman are made available along with the Policy and are also available at www.bharti-axalife.com

SECTION 3: POLICY BENEFITS

3.1) Death Benefit:

Upon the death of the Life Insured during the policy benefit period, provided the Policy is in effect for the full Sum Assured, the Company will pay to the Nominee or to the Policyholder, as the case may be, the Sum Assured as specified in the Policy Specification and the policy will stand terminated.

The Policy shall stand automatically terminated on the survival of the Life Insured till the Expiry date and no benefits shall be payable.

SECTION 4: POLICY PREMIUMS

4.1) 'Total Annual Premium' is the amount that is shown as payable in the Policy Specifications.

'Total Modal Premium' is the premium payable according to the mode of payment chosen by you and is also mentioned in the Policy Specifications. The Total Modal Premiums are payable on the due dates for payment and in any case not later than the grace period of 30 days from due date.

4.2) If the Premiums are not paid on the due dates or even during the grace period, the Policy lapses (with effect from the date of first unpaid premium). If the Policy is lapsed, the Company shall notify the same to you. Lapsation of the Policy shall extinguish all your rights and benefits under the Policy.

4.3) Reinstatement of the Lapsed Policy: A policy, which has Lapsed for non-payment of the due premiums within the grace period, may be reinstated subject to the following conditions;
a) The application for Reinstatement is made within two (2) years from the date of first unpaid

premium and before the Expiry Date of the Policy;

b) Satisfactory evidence of insurability of the Life Insured, where such Reinstatement is applied after the expiry of six (6) months from the date of first unpaid Regular Premium;

c) An amount equal to all unpaid premiums together with interest at such rate as the Company may charge for such reinstatement, as decided by the Company from time to time;

In case of a death during the reinstatement period, no Death Benefit will be payable.

The Effective Date of reinstatement is the date on which the above conditions are met and the reinstatement is approved by the Company and communicated to you.

The reinstatement of the Policy may be on terms different from those applicable to the Policy before it lapsed.

The reinstatement will take effect only on it being specifically communicated by the Company to you.

SECTION 5: TERMINATION OF THE POLICY

The Policy will terminate on the earliest of the following;

- The Expiry Date of the Policy as per Section 3.1;
- At the end of period allowed for reinstatement of the Policy in case the policy is not so reinstated
- On payment of the Death Benefit as per Section 3.1

RIDERS

1) Accident Death and Disability Benefit

The Policyholder will have to pay an additional premium for the chosen Rider as per the applicable Rider Premium rates for this Rider. The Rider Premium as mentioned in the Policy Specifications will have to be paid in the same mode as your Regular Premium for the Basic Plan.

In case the Policy has lapsed due to discontinuance of premium the benefit under the Rider shall cease to exist immediately from the date of happening of such an event.

Once the benefit under the Rider is paid, the Rider benefit shall cease to exist.

Rider Premium

The Rider Premium payable by you would depend on the Accident Death and Disability Benefit Sum Assured (the Rider Sum Assured) chosen by you. Under no circumstances the Rider Sum Assured, can be more than the Sum Assured of your Basic Plan as on the Policy Date.

The Expiry Date for this Rider would be same as the Expiry date of the Basic Plan and the Rider Premium is payable till the Expiry date.

Under this Rider, if whilst the policy is in effect, the Life Insured is involved in an accident, at any time before the Expiry Date or before the Policy Anniversary on which the Life Insured attains the age of 60 years, whichever is earlier, resulting in death or a total and permanent disability, the Company shall pay to the Policyholder, an amount equal to the Accident Death and Disability Benefit Sum Assured.

The Policyholder can discontinue the Rider by intimating the Company by forwarding an application in the specified form in which event the Rider Benefit shall cease immediately

Accidental Death Benefit:

Accidental Death means a traumatic death caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes, within ninety (90) days of such trauma, and which is proved to and accepted as such death by the Company.

The Policyholder will not be entitled to any Accidental Death Benefit for death, directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:

- Suicide or self inflicted injury, whether the life assured is medically sane or insane.
- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- Service in the armed forces, or any police organization, of any country at war or service in any force of an international body.
- Committing an assault, a criminal offence, an illegal activity or any breach of law.

- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than the life assured.
- Inhaling any gas or fumes, accidentally or otherwise, except accidentally in the course of duty.
- Participation in aviation other than as a fare-paying passenger in an aircraft that is authorized by the relevant regulations to carry such passengers between established aerodromes.
- Taking part or practicing for any hazardous hobby, pursuit or any race.
- Hazardous occupations including but not limited to mining, deep-sea fishing, forestry, scuba diving.

Accidental Disability Benefit : Under this Rider, the Life Insured shall be regarded as disabled and entitled to this Benefit if as a result of an accident; the Life Insured is totally and permanently disabled and even with reasonable training, rehabilitation and/or job accommodation, is unable to engage in gainful employment in any occupation whatsoever within 180 days from the happening of the accident.

The Life Insured will not be entitled to any benefits for any total or permanent disability directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following;

- Suicide or self inflicted injury, whether the life assured is medically sane or insane.
- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- Service in the armed forces, or any police organization, of any country at war or service in any force of an international body.
- Committing an assault, a criminal offence, an illegal activity or any breach of law.
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than the life assured.
- Inhaling any gas or fumes, accidentally or otherwise, except accidentally in the course of duty.
- Participation in aviation other than as a fare-paying passenger in an aircraft that is authorized by the relevant regulations to carry such passengers between established aerodromes.
- Taking part or practicing for any hazardous hobby, pursuit or any race.
- Hazardous occupations including but not exclusive to mining, deep-sea fishing, forestry, scuba diving.
- Disability caused after 180 days from the occurrence of accident.

2) In case the benefit under this Rider is paid on the occurrence of the total and permanent

disability of the Life Insured (caused due to an accident), the Death Benefit available in this Rider would cease to exist, immediately after payment of the Disability Benefit.

3) The Company reserves the right to call for any medical examination as deemed necessary, at its sole discretion of the Company. For this purpose, the Company may request the Life Insured to submit to one or more medical examination/(s) conducted by the medical practitioner/s appointed by the Company, the cost of which shall be borne by the Company.

4) Any claim for the Disability Benefit must be applied for within 120 days of the date of disability, by sending an application to the Company in the specified form . The admission of such claim will be subject to such proofs as the Company may reasonably require that the Life Insured has become totally and permanently disabled. Such proof shall be submitted to the Company alongwith the specified application form for claiming the Disability Benefit.

The maximum aggregate limit of the benefit for this Rider under all the policies issued by the Company for the same Life Insured shall not exceed Rs.50,00,000. In case, the total benefit of this Rider under one or more of the Policies exceed the said sum of Rs.50,00,000, the benefit shall only be available in respect of the first Rs.50,00,000 in the order in which the policies have been issued.

2) Critical Illness Benefit

The Policyholder will have to pay an additional premium for the chosen Rider as per the applicable Rider Premium rates for this Rider. The Rider Premium as mentioned in the Policy Specifications will have to be paid in the same mode as your Regular Premium for the Basic Plan.

In case the Policy has lapsed due to discontinuance of premium the benefit under the Rider shall cease to exist immediately from the date of happening of such an event.

Once the benefit under the Rider is paid, the Rider benefit shall cease to exist.

Rider Premium

The Rider Premium payable by you would depend on the Critical Illness Benefit Sum Assured (the Rider Sum Assured) chosen and the age of the Life insured. Under no circumstances the Rider Sum Assured can be more than the Sum Assured of your Basic Plan as on the Policy Date.

The Expiry Date for this Rider would be same as the Expiry date of the Basic Plan and the Rider Premium is payable till the Expiry date.

The Rider Premium based on the age of the Life Insured at the Policy Date, is guaranteed to remain unchanged for a duration of 5 years commencing from the Policy Date. After the completion of these 5 years, the Rider Premium will change. The revised Rider Premium will be based on the then attained age of the Life Insured and the premium rates applicable for this Rider at that time. The revised Rider Premium is guaranteed to remain unchanged for a further period of 5 years from that date. This process shall continue till the expiry of the Rider or the Life Insured attaining the age of 60 years, whichever is earlier.

If you wish to discontinue the Rider Benefit, you can intimate the Company by sending an application in the specified form.

Under this Rider, if whilst the Policy is in effect if the Life Insured is diagnosed to be suffering from any one of the Critical Illness (as mentioned below) at any time

- before the Expiry Date of the Rider; or
- before the Policy Anniversary on which the Life Insured attains the age of 60 years,

- whichever is earlier, the Company shall pay an amount equal to the Critical Illness Benefit Sum Assured.

The Policyholder will not be entitled to any benefits if the Life Insured contracts a Critical Illness resulting either directly or indirectly from any one of the following causes:

- Any diagnosis of a Critical Illness contracted or diagnosed within three months from the Policy Date or the date of reinstatement of the Policy;
- Any pre-existing or recurring Covered Critical Illness which is diagnosed or which the Life Insured contracted prior to inception of the Rider.
- Attempted suicide or self inflicted injury, whether the Life Insured is medically sane or insane
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than the life assured.

- Inhaling any gas or fumes, accidentally or otherwise, except accidentally in the course of duty.

The Critical Illness Benefit shall not be payable in respect of any illness other than those defined as Critical Illness

The Critical Illness Benefit under this Rider shall only be payable on the Life Insured surviving 30 days from the date of the diagnosis.

The Critical Illness shall not have been caused by the existence of Acquired Immune Deficiency Syndrome.

Any claim for this Rider must be applied for within 60 days of the date of the diagnosis, by sending an application in the specified form to the Company. The admission of such claim will be subject to such proofs as the Company may reasonably require to establish that the Life Insured is diagnosed to be suffering from any one of the Critical Illnesses. Such proof shall be submitted to the Company alongwith the application for claiming the Benefit under this rider.

The maximum aggregate limit of the benefit for this Rider under all the policies issued by the Company on the same Life Insured shall not exceed Rs.20,00,000. In case, the total benefit of this Rider under one or more of the policies of the Company exceeds the said sum of Rs.20,00,000, the benefit shall only be available in respect of the first Rs.20,00,000 in the order in which policies have been issued.

“**Critical Illness**” shall mean any one of the following illnesses defined hereunder occurring only after three months from the Policy Date or the date of reinstatement of the Policy:

- **Cancer**

Cancer is a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The term cancer includes leukemia, lymphoma and Hodgkin's disease. Cancer must require treatment by surgery, radiotherapy or chemotherapy. The diagnosis must be confirmed with a valid pathology report and a report from a specialist approved by the Company.

The following types of cancer are excluded:

- All tumours which are histologically described as benign, pre-malignant, borderline malignant, low malignant potential, or non-invasive.
- Any lesion described as carcinoma in-situ
- Cervical dysplasia or intra-epithelial neoplasia (CIN)
- Prostatic Intra-epithelial Neoplasia (PIN)
- Leukoplakia
- All non-melanoma skin cancers
- All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least class T2N0M0 by the AJCC Sixth Edition TNM Classification”
- Any form of cancer in the presence of HIV infection, including but not limited to, lymphoma or Kaposi's sarcoma.
- Thin Melanomas with pathology report showing Clark's Level less than III or Breslow thickness less than 1.0 mm.

- Early thyroid cancers that are less than 1 cm in diameter and histologically described as T1 by the AJCC Sixth Edition TNM Classification unless there are metastases;
- Early localized bladder cancers that are histologically described by the AJCC Sixth Edition TNM Classification as Ta or equivalent classification, unless there are metastases;
- Chronic Lymphocytic Leukaemia (CLL) less than RAI Stage 3
- All cancers that are a recurrence or metastases of a tumor that first occurred within the qualifying waiting period.

- **Coronary Artery Bypass Surgery**

The actual undergoing of open-heart surgery with a thoracotomy and sternotomy to correct narrowing or blockage of one or more coronary arteries with insertion of bypass graft(s). Pre-operative angiographic evidence of more than 50% coronary artery obstruction must be provided and the procedure must be considered medically necessary by a consultant cardiologist. Balloon angioplasty (PTCA), heart catheterization, laser relief, rotablate, stenting and all other intra-arterial catheter based techniques are excluded. Key-hole coronary artery bypass surgery is also excluded.

- **Heart Attack**

Death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. The diagnosis must be supported by all three of the following criteria and be diagnostic of a new acute myocardial infarction:

1. Symptoms clinically accepted as consistent with the diagnosis of an acute myocardial infarction; and
2. New characteristic electrocardiographic changes; and
3. The characteristic rise above accepted normal values of biochemical cardiac specific markers.

Heart failure, non-cardiac chest pain, angina, unstable angina, myocarditis, pericarditis, and traumatic myocardial injury are not covered. Myocardial infarction that occurs within 30 days of any coronary artery interventional procedure, including but not limited to, angioplasty (PTCA) or stenting, will only be accepted if it has resulted in new Q waves on the ECG or a new regional wall motion abnormality on imaging.

- **Kidney failure**

The total and chronic irreversible failure of both kidneys. Continuous renal dialysis must be instituted and the dialysis must be deemed medically necessary by a certified nephrologist. Acute reversible kidney failure that only needs temporary renal dialysis and single kidney failure is not covered.

- **Major organ transplant**

The actual undergoing, as a recipient of, a transplant of a heart, lung, liver, pancreas, or kidney. This transplantation must have been deemed medically necessary to treat the irreversible end-stage failure of the relevant organ. Bone marrow transplant is also covered if the insured has undergone the transplant and a specialist confirms that the bone marrow transplant was medically necessary.

Other stem cell transplants and islet cell transplants are excluded.

- **Stroke**

"Stroke" is defined as a cerebrovascular incident resulting in irreversible death of brain tissue due to cerebral hemorrhage, cerebral embolism, cerebral thrombosis or subarachnoid hemorrhage. This event must result in significant neurological functional impairment with objective neurological abnormal signs on physical examination by a neurologist at least 3 months after the event. The diagnosis must also be supported by findings on Magnetic Resonance Imaging, Computerized Tomography or cerebral spinal fluid examination and must be consistent with the diagnosis of a new stroke.

The following are excluded:

- Transient Ischaemic Attacks (TIA);
- Reversible Ischaemic Neurological Deficit (RIND);
- Brain damage due to an accident or injury, infection, vasculitis, inflammatory disease or migraine;
- Disorders of the blood vessels affecting the eye including infarction of the optic nerve or retina;
- Ischaemic disorders of the vestibular system;
- Asymptomatic silent stroke found on imaging.

“Diagnosis” shall mean diagnosis made by a physician based on such specific evidence as referred to in the definition of the particular Critical Illness concerned or, in the absence of such specified reference, based upon radiological, clinical, histological or laboratory tests acceptable to the Company.

In the event of any doubt regarding the appropriateness or correctness of the diagnosis, the Company shall have the right to appoint a Medical Specialist to examine the Life Insured on the basis of evidence used in arriving at such diagnosis and the opinion of such specialist as to such diagnosis shall be considered binding.

‘Physician’ shall mean any person registered with the Indian Medical Council with appropriate specialization to render medical or surgical services, but excluding a person who is the Life Insured himself or a blood relative of the Life Insured or the Policyholder under the Policy.