THE POLICY-GENERAL PROVISIONS

Clause 1 INCONTESTABILITY OF POLICY

The Policy, the Rider(s) attached hereto, the Application of the Policyholder and the individual applications, if any, of the persons insured, constitute the entire contract between the parties hereto. All statements made by the policyholder or by the persons insured shall, in the absence of fraud, be deemed representations and not warranties and no statement shall void the insurance, or be used in defense of a claim under it, unless it is contained in a written application.

The validity of the Policy shall not be contested, except for non-payment of premium, after it has been in force for two years from its Policy Date. No statement made by any person insured under the Policy relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime nor unless it is contained in a written instrument signed by such person.

The Policy may be amended at any time, without the consent of the person insured hereunder or any other person having a beneficial interest therein, upon written request made by the Policyholder and agreed to by the Insurance Company, but any amendment shall be without prejudice to any claim arising prior to the date of the change. The Policy may be amended to terminate the coverage provided under any or all Riders for Employees in any area because of any war, or act of war, such amendment to take effect on the date communicated to the Policyholder by the Insurance Company. No Agent is authorized to alter or amend this Policy, to waive any conditions or restrictions contained herein, to extend the time of paying a premium or to bind the Insurance Company by making any promise or representation. No change in this Policy shall be valid unless evidenced by an endorsement hereon signed by the Chairman of the Board, President, Vice President, Agency Vice President, Regional Vice-President, Actuary, Assistant Actuary, Secretary, Regional Secretary, Assistant Secretary or Registrar of the Insurance Company, or by an amendment hereto signed by the Policyholder and by one of the aforesaid officers of the insurance Company.

Wherever in this Policy a personal pronoun in the masculine gender is used or appears, it shall be taken to include the feminine gender also, unless the context clearly indicates the contrary.

It is agreed that this policy shall be interpreted in accordance with the Insurance Act. 2049. It is also agreed that 12:01 a.m. standard time in Nepal shall be deemed to be the effective time with respect to any date referred to in the Policy.

Clause 2 CERTIFICATES

The Insurance Company will issue to the Policyholder, Insuran for delivery to each Employee insured hereunder an for the individual certificate setting forth a statement as to the period. insurance protection to which the person is entitled.

Clause 3 RECORDS AND REPORTS

The Policyholder shall keep a record of the persons insured under the Policy containing, for each person, the essential particulars of the insurance.

The Policyholder shall periodically forward to the Insurance Company, on the insurance Company's forms, such information concerning the persons eligible for the insurance under the Policy as may reasonably be considered to have a bearing on the administration of the insurance under the Policy and on the determination of the premium rates. Such records of the policyholder as have a bearing of the insurance shall be open for inspection by the insurance Company at any reasonable time.

Clerical error in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated, but upon discovery of such error an equitable adjustment of premium shall be made

Clause 4 PREMIUMS

Premiums under the Policy are payable by the Policyholder at such office or offices of the Insurance Company as the Insurance Company may designate in writing to the Policyholder from time to time. Such premiums are due and payable as specified on the face page of the policy, provided that by mutual agreement between the policyholder and the Insurance Company the interval of payment may be changed, with appropriate adjustment, to provide for payment annually, semi-annually, quarterly or monthly.

The premium due under the Policy on each premium due date shall be the sum of the premium charges for the insurance under the Rider(s) attached hereto. The premium charges for the insurance under any such Rider shall be based upon the rates set forth in the Rider, provided that (a) on any premium due date by amendment to the Policy, the Insurance Company may, by notifying the Policyholder, change the rates at which further premium charges for the insurance provided by the policy, including any then due, shall be computed, and (b) on any date the extent of coverage under the Rider is changed by amendment to the Policy, the Insurance Company may, by notifying the Policyholder, change the rates at which further premium charges for the insurance provided by the Rider, including any then due, shall be computed.

Clause 5 GRACE IN PAYMENT OF PREMIUMS TERMINATION OF POLICY

A grace period of thirty-one days, without interest charge, will be allowed for the payment of the premium due under the Policy on any due date except the first. If any premium is not paid before the expiration of the grace period the Policy shall terminate at the end of such grace period, except that if the Policyholder makes written request in advance for termination of the Policy to take effect at any time from the end of the period for which premiums have been paid to the end of the grace period, the Policy shall terminate on the date requested.

If the Policy terminates during or at the end of the grace period, the Policyholder shall be liable to the Insurance Company for the Payment of a prorata premium for the time the Policy was in force during such grace period.

Clause 6 CURRENCY

All Payments by the Insurance Company under the Policy shall be made in the same currency as that in which premiums were received by the Insurance Company with respect to the insurance hereunder of the insured, unless otherwise arranged by mutual agreement between the Policyholder and the Insurance Company.

Clause 7 NON-PARTICIPATION

The policy shall not participate in the surplus earnings of the Insurance Company.

Clause 8 ELIGIBILITY

The term Employee shall be deemed to refer to any regular, full-time, permanent Employee of the Policyholder who is regularly working in an established job, position or office in a territory designated by the Policyholder and accepted by the Insurance Company to be covered by the provisions of the Policy.

The classes of Employees eligible for insurance under this Policy and its Rider shall be as set forth in (b) Eligibility-Policy Specifications in the applicable Policy and Rider.

Clause 9 EMPLOYEES INSURED

A. When the provision (a) Basis of Insurance-Policy Specifications stipulates that insurance under such Policy is non-contributory: Each employee eligible for insurance under the Policy shall become insured on the date he becomes eligible, provided that, in any instance when the Employee is not actively at work on a full-time basis on the date he would become insured in accordance with the provisions, the commencement of the Employee's insurance shall be deferred until return to active, full-time work.

- B. When the provision (a) Basis of Insurance-Policy Specifications stipulates that insurance under such Policy is contributory: Each Employee eligible for insurance under the Policy who makes written request to the Policyholder, on a form approved by the Insurance Company, to participate in the insurance and who agrees to make the required contributions shall, subject to the further provisions of this section, become insured as follows:
- (i) If request to participate is made by the Employee on or before the date he becomes eligible, he shall be insured from such date of eligibility.
- (ii) If request to participate is made by the Employee after he becomes eligible but not after the end of the thirty-one day period immediately following the first day he is both eligible and actively at work on a full-time basis, he shall be insured from the date of request.
- (iii) If request to participate is made by the Employee after the end of the thirty-one day period immediately following the first day he is both eligible and actively at work on a fultime basis, or is made after previous termination of insurance because of failure to make a required contribution, the employee must furnish evidence of insurability satisfactory to the Insurance Company before he may become insured. If the Insurance Company determines such evidence to be satisfactory, the Employee shall be insured from the date communicated by the Insurance Company.

In any instance when an Employee is not actively at work on a full-time basis on the date he would normally become insured in accordance with the provisions of the Policy, the commencement of the Employee's insurance shall be deferred until return to active, full-time work.

C. Any Employee who must furnish evidence of Insurability satisfactory to the Insurance Company as a condition to becoming insured, and whose service with the Policyholder terminates without such evidence having been given, shall continue to be subject to the same requirement if he is subsequently re-employed.

Clause 10 CHANGES IN INSURANCE COVERAGE

If the insurance coverage shown in (c) Insurance coverage-Policy Specifications is subject to change due to changes in Employee classification or salary, the following provisions shall apply:

The policyholder shall determine from time to time without discrimination among persons in like circumstances, the classification or salary of each individual Employee, and such determination shall be final and conclusive.

If an insured employee's classification or salary changes, the Employee's Insurance shall be adjusted automatically in accordance with the new amount of salary or to conform to the new classification on the date set forth in (d) Changes in Insurance Coverage-Policy Specifications, except that any increase in the amount of insurance of any Employee not actively at work on a full-time basis on such date shall not become effective until he returns to active, full time work. However, if thirty-one days elapse after change of salary or change to a classification for which a larger amount of insurance is provided and the Employee fails to make any required contribution, if applicable, to the new amount of insurance by the first day thereafter in which he is actively at work on full-time basis, no increase shall be allowed as a result of such change or any subsequent change unless the Employee furnishes evidence of insurability satisfactory to the Insurance Company.

Should any employee's insurance be continued during disability, leave of absence or temporary lay-off, the insurance coverage shall be the same as that for which he was insured on the last day of active work, immediately prior to such disability, leave of absence or temporary lay-off.

Clause 11 TERMINATION OF INDIVIDUAL EMPLOYEE'S INSURANCE

An Employee's insurance under any Rider to this Policy shall automatically terminate: (i) if his employment terminates as defined below, (ii) if he ceases to be a member of the class of classes of Employees eligible for the insurance under the Policy, (iii) if the Policy terminates; (iv) if he fails to make, when due, any required contribution; or, (v) on the date set forth in (e) Termination of Individual Employee's Insurance Policy Specifications of the applicable Policy and Rider.

Termination of employment shall, for all purposes of this policy, be deemed to occur when an Employee ceases to be actively engaged in work on a full-time basis with the policyholder. However, an Employee who is disabled, granted a leave of absence, temporarily laid off or placed on a part-time employment basis will nevertheless be considered as still employed on a full-time basis until the Policyholder, acting on a basis precluding individual selection, terminates the Employee's Insurance by notifying the Insurance Company to that effect or by discontinuing premium payments for his insurance, but in no event shall the insurance of any such Employee be continued beyond the Policy anniversary date.

Clause 12 **BENEFICIARY**

The provisions of this clause shall apply if an Employee's Insurance under this Policy and its Rider provides a benefit payable because of his death.

Such benefit shall be payable to the person/s designated by him as his Beneficiary on a form furnished by or satisfactory to the Insurance Company.

The Employee may, from time to time and without the consent of his Beneficiary, change the Beneficiary by filing written notice of the change through the Policyholder on a form furnished by or satisfactory to the Insurance upon which a claim under this Policy may be based Company. The new designation shall take effect on the date the notice was signed, but without prejudice to the Insurance Company on account of any payment made by the Insurance Company on the basis of its records at the particulars sufficient to identify the insured, shall be time such payment is made.

If more than one Beneficiary is designated and in such designation the Employee has failed to specify their receipt of such notice, will furnish forms for filling proof respective interests, the Beneficiaries shall share equally. If any designated Beneficiary predeceases the Employee, the interest of such Beneficiary shall terminate and shall be shared equally by such of the Beneficiaries as survive furnish notice or proof of loss within the time limits the Employee, unless the Employee has made written request to the contrary in his Beneficiary designation. Any if it shall be shown not to have been reasonably possible, amount of insurance for which there is no Beneficiary at the death of the Employee shall be payable to the legal heir of the Employee as per the Clause 38 of Insurance Act. 2049.

Clause 13 AGE CORRECTION

If the age of any Employee insured under this Policy is misstated, there shall be an equitable adjustment of premiums under the Policy. The Employee's insurance the body and unless prohibited by law, to request or hereunder shall remain unchanged if the insurance order an autopsy either before or after burial. coverages applicable to the individual Employees under this Policy and its Riders to this Policy do not depend upon age; but if the change in age affects the Employee's insurance coverages, they shall be corrected accordingly and the premium adjustment shall take such correction into account.

PARTICIPATION REQUIREMENTS Clause 14

A. When the provision (a) Basis of Insurance -Policy Specifications of Policy and its Riders stipulates that be equitably entitled thereto. insurance is non contributory the Employees insured under such Policy and Rider must be no less than (a) ten DISPUTE: In case of any dispute arising out of this Policy (10) in number and (b) one-hundred percent (100%) of will be settled as per the Insurance Act, 2049. those eligible for insurance.

When the provision (a) Basis of Insurance-Policy Clause 17 Specifications of Policy and its Riders stipulates that insurance is contributory the Employees insured under It is hereby agreed that, notwithstanding the provisions such Policy and Rider must be no less than (a) ten (10) in of this Policy and any Riders attached to this Policy, if an number and (b) seventy-five percent (75%) of those eligible Insured dies or becomes disabled as a direct or indirect for insurance.

Clause 15 TERMINATION OF POLICY AND RIDERS

All riders shall terminate upon termination of the Policy. If on the first Policy Anniversary of this Policy or on any premium due date thereafter when the requirements under Clause 14 of The Policy-General Provisions, are not complied with, the Insurance Company may

thereupon terminate such Policy and its Riders provided written notice of the Insurance Company's intention to effect such termination has been given to the Policyholder at least thirty-one days in advance. It is further provided that the Policyholder, or the Insurance Company may terminate this Policy or any Rider to this Policy at any time after the first Policy Anniversary by mailing to the other party written notice of such intention at least thirty-one days in advance of the termination date.

Clause 16 **CLAIMS**

Notice of Claim: Written notice of an occurrence must be given to the Insurance Company within thirty (30) days of such occurrence. Notice given by or on behalf of the claimant to the Insurance Company with deemed to be notice to the Insurance Company.

Proof of Loss: The Insurance Company, upon of loss. The forms must be completed and returned to the Insurance Company within ninety (90) days after the date of the loss for which claim is made. Failure to required above shall not invalidate or reduce any claim to give such notice or proof and that notice and proof were given as soon as was reasonably possible.

Examinations: The Insurance Company shall have the right and opportunity through its medical representative to examine the person of the insured when and so often as it may reasonably require during the pendency of a claim hereunder and, in case of death, to investigate the circumstances of death, to examine

Payment of Claim: Any payment for loss of life of the insured is payable to the beneficiary in accordance with Clause12-The Policy-General Provisions. All other benefits shall be payable to the Employee unless the Insurance Company determines that the Employee is incompetent or for any reason incapable of executing a valid receipt and no guardian has been appointed, then the Insurance Company may pay any amount otherwise payable to the Employee, to the husband or wife or relative by blood of the Employee or to any other person or institution determined by the Insurance Company to

WAR RESTRICTION CLAUSE

consequence of his active participation in war or warlike operations, (whether war be declared or not) or of invasion, act of foreign enemy, hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, no payment shall be made under the terms of this policy.

GROUP LIFE INSURANCE POLICY

Issued by

AMERICAN LIFE INSURANCE COMPANY

(herein called the Insurance Company)

"Policy Specifications" shall form part of the the amount of his insurance under this Policy. Policy.

Clause 1 **DEATH BENEFIT**

If an Employee dies while insured under this A. In the event that the period set forth in (g) Policy, the Insurance Company will, upon receipt Extension of death benefit - Rider Specifications of due proof in writing of the death of the following discontinuance of premium payments Employee, pay the amount for which the exceeds twelve months the employee must Employee is insured under this Policy to the submit at his own expense, due proof in writing person or persons entitled thereto under the to the Insurance Company within three months provisions of this Policy.

Clause 2 **INSURANCE COVERAGE**

Employee insured in accordance with the unless previously terminated. provisions of Clause 9 of the Policy-General Provisions, shall be as set forth in (c) Insurance B. The insurance Company shall have the right Coverage-Policy Sepecification.

Clause 3 SUICIDE

insane, within one year from the date his shall terminate unless previously terminated. coverage under this Policy and its Riders commences, no benefits shall be payable.

Clause 4 NO ASSIGNMENT

be non-assignable.

If an Employee becomes and remains totally Insurance," to the amounts of life insurance in disabled from bodily injury or disease which force at the respective ages. completely prevents him from engaging in any business or occupation for remuneration or profit and the total disability occurs.

- (a) while he is insured under this Policy and prior to his sixtieth birthday and
- (b) after he has been continuously insured under this Policy for at least twelve (12) months and he dies within the period set forth in (g)

Extension of Death Benefit – Rider Specifications

THE INSURANCE COMPANY hereby agrees following discontinuance of premium payments, that the following provisions, as modified and while remaining continuously so disabled, then defined under the attached Group Life Insurance upon due proof of such disability and death, the Policy Specifications, hereinafter refered to, as Insurance Company will pay under this Clause,

> The Extension of Death Benefit provision shall be subject to the further following conditions:

preceding each anniversary of the premium discontinuance date that he has been totally and continuously disabled since said date. If he fails to submit such proof within the time limit, this The insurance coverage applicable to each benefit shall terminate on that anniversary,

and opportunity to have a medical representative of the Insurance Company examine the Employee when and so often as it may reasonably require. Upon failure of the Employee If any Employee commits suicide, while sane or to submit to any such examination this benefit

Clause 6 **COMPUTATION OF PREMIUMS**

At the issuance of this Policy, the Insurance Company will calculate an average monthly An Employee's insurance under this Policy shall premium rate per 1,000 of life insurance in accordance with the following:

The initial monthly premium will be determined Clause 5 **EXTENSION OF DEATH BENEFIT** by applying the individual rates shown in the "Initial Table of Individual Rates per 1,000 of

Initial Table of Individual Rates per 1,000 of Insurance

Monthly		М	Monthly		Monthly	
Age	Rate	Age	Rate	Age	Rate	
16	.20	36	.34	56	1.80	
17	.21	37	.36	57	1.97	
18	.22	38	.38	58	2.14	
19	.23	39	.41	59	2.32	
20	.23	40	.45	60	2.51	
21	.24	41	.49	61	2.72	
22	.24	42	.53	62	2.96	
23	.25	43	.58	63	3.21	
24	.25	44	.63	64	3.48	
25	.25	45	.68	65	3.78	
26	.25	46	.74	66	4.11	
27	.26	47	.81	67	4.48	
28	.26	48	.89	68	4.89	
29	.26	49	.97	69	5.34	
30	.27	50	1.06	70	5.81	
31	.27	51	1.16	71	6.32	
32	.28	52	1.26	72	6.84	
33	.29	53	1.38	73	7.38	
34	.30	54	1.51	74	7.95	
35	.32	55	1.65	75	8.56	

The premiums thus calculated shall be subject to the further calculations shown under (h) Computation of Premiums – Policy Specifications.

On each Policy Anniversary following the Policy Effective Date, or on any other premium due date on which the Initial Table of Individual Rates is changed in accordance with the provisions of Clause 4 of the Policy–General Provisions, or whenever the extent of coverage under this Policy is changed by amendment, the Insurance Company may require that the average rate be correspondingly redetermined, according to the then attained ages of all the Employees insured. Each monthly premium charge for the insurance under this Policy shall be equal to the product of the total amount of insurance in force under this Policy on the due date of the premium and the average monthly rate then in effect, provided that the monthly premium charges for the insurance under this Policy may be computed by any other method mutually agreeable to the Insurance Company and the Policyholder which produces approximately the same total amount. If premiums under the Policy are payable annually, semi-annually or quarterly, the premium charges for the insurance under this Policy shall be computed by a method mutually agreeable to the Insurance Company and the Policyholder.

GROUP PERSONAL ACCIDENT INSURANCE RIDER

Issued by AMERICAN LIFE INSURÁNCE COMPANY (herein called the Company)

THE COMPANY hereby agrees that the following provisions, as modified and defined under the attached Group Personal Accident Insurance Rider Specifications, hereinafter referred to as "Rider Specifications" is attached to Group Life Insurance Policy and shall form part of the Policy.

PART I - DEFINITIONS

- "Injury" means accidental bodily injury occurring while this Rider is in force as to the Insured Person whose Injury is the basis of claim, and resulting, directly and independently of all other causes, in loss covered by the Rider.
- "Insured Person" means an active, full-time, permanent, salaried employee of the Policyholder between the ages of eighteen (18) and sixty-nine (69) years, and whose name is reported to the Company and accepted for
- "Permanent" means total irremediable loss of use which has continued uninterruptedly for a period of at
- least twelve (12) calendar months and at the expiry of this period is beyond hope of improvement. "Totally and Permanently Disabled" means the Insured Person is unable to engage in any substantially
- gainful occupation or employment for the remainder of the Insured Person's life. "**Deductible**" means the amount of expense or loss, as stated in the Schedule of Benefits, to be paid by the Insured Person, before the Rider benefits become payable.
- 'Elimination Period" means the number of the consecutive days as stated in the Rider Specifications,
- commencing with the first day the Insured Person is Totally Disabled, for which no benefits are payable.
 "Pre-Existing Condition" means any Injury or other physical condition (including any condition from which death ensues), that was diagnosed, treated, or for which a Physician was consulted at any time prior to the
- accident that resulted in a claim under this Rider.

 "Physician" means a person legally licensed to practice medicine and / or surgery other than the Insured Person or a member of the Insured Person's immediate family.
- "Hospital" means an establishment which meets all of the following requirements: (1) holds a license as a hospital, if licensing is required in the country or governmental jurisdiction; (2) operated primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 24-hour a day nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organized facilities for diagnosis and major surgical procedures; (6) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts; (7) maintains necessary equipment and operating room facilities.
- "Reasonable, Customary and Necessary" means any medical charge which is charged for treatment, supplies or medical services medically necessary to treat the Insured Person's condition and does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and does not include charges that would not have been made if no insurance existed.
- "Coverage Commencement Date" wherever used in this Rider means: (a) the Effective Date of Individual Insurance: (b) the date stated in the relevant endorsement when subsequent changes are made to the coverage; or (c) the date of reinstatement of the Policy and its Rider in case of any reinstatement, whichever is later.
- "Sickness" wherever used in this Rider shall mean sickness or disease contracted and commencing after the Effective Date of this Rider as to the Named Insured whose sickness is the basis of claim.

PART II - BENEFITS

The coverage stated hereunder are valid only in respect of the Benefits specifically indicated in the Rider Specifications by the insertion of the amount of indemnity, its limitation and of the appropriate premium. Such benefits under the Rider shall be in addition to the benefit under the Policy.

SECTION 1 - LOSS OF LIFE INDEMNITY

If a covered Injury results in death of an Insured Person within one hundred eighty (180) days after the date of the accident, the Company will pay the Principal Sum applicable to such Insured Person in accordance with the Classification of Insured Persons and Rider Specifications, less any other amount paid or payable under Sections 2 and/or 3. SECTION 2 - DISMEMBERMENT, LOSS OF SIGHT, HEARING SPEECH INDEMNITY

If an Injury results in any of the following losses to the Insured Person within one hundred twenty (120) days after the date of the accident, the Company will pay in one lump sum the applicable percentage indicated here below to be applied to the Principal Sum stated in the Schedule of Benefits applicable to such Insured Person in accordance with the Classification of Insured Persons and Schedule of Benefits:

Sight of Both Eyes. 100% One Hand and One Foot. 100% Either Hand or Foot and Sight Of One Eye. 100% Speech. 100% Hearing in Both Ears. 100% Either Hand or Foot. 50% Sight of One Eye. 50%	Loss of:		
Sight of Both Eyes	Both Hands or Both Feet	100%	
Either Hand or Foot and Sight Of One Eye	Sight of Both Eves	100%	
Either Hand or Foot and Sight Of One Eye	One Hand and One Foot	100%	
Speech	Either Hand or Foot and Sight Of One Eye		
Sight of One Eve	Speech	100%	
Sight of One Eve	Hearing in Both Ears	100%	
Sight of One Eve	Either Hand or Foot	50%	
Thumb & Index Finger	Sight of One Eve	50%	
	Thumb & Index Finger	25%	

"Loss" wherever used herein means the total loss of functional use or complete and permanent severance:

- With reference to hand or foot: at or above the wrist or ankle joint
- With reference to Thumb and Index: at or above the metacarpi phalangeal joints
 With reference to the sight, hearing or speech: the entire and irrecoverable loss of sight, hearing or speech as certified by a licensed physician specializing in Ophthalmology or Otolaryngology.

In case of occurrence of more than one of the losses specified above, the total indemnity payable hereunder is established by adding the indemnity corresponding to each single loss up to a maximum limit of 100% of the

The occurrence of any loss/losses to the Insured Person for which the Principal Sum is payable shall at once terminate the insurance of the Insured Person under the Rider, but such termination shall be without prejudice to any claim originating out of the accident causing such loss/losses.

SECTION 3 - TOTAL AND PERMANENT DISABILITY

If, as the result of a covered Injury, and commencing within one hundred eighty (180) days after the date of the Injury, an Insured Person becomes Totally Disabled, and such disability has continued for a period of twelve (12) consecutive months and if the Insured Person is Totally and Permanently Disabled at the end of this period, the Company will pay the Principal Sum applicable to such Insured Person in accordance with the Classification of Insured Persons and Rider Specifications less any amount paid or payable as a result of the same accident under Section 2 in one lump sum.

SECTION 4 - LIMITATIONS AND TERMINATION OF INDIVIDUAL INSURANCE

No indemnity will be paid under any circumstances for more than one of the losses, the greatest for which provision is made in Section 1 "Loss of life Accident Indemnity", or Section 2 "Dismemberment, Loss of Sight, Hearing, Speech Indemnity", or Section 3 "Total and Permanent Disability".

The occurrence of any specified loss/losses in respect of an Insured Person for which the full Principal Sum is

payable shall at once terminate his/her insurance under the Rider, but such termination shall be without prejudice to any claim originating out of the accident causing such loss.

SECTION 5 - WEEKLY ACCIDENT INDEMNITY

If, as the result of a covered Injury, and commencing within thirty (30) days after the date of the accident, the Insured Person is Totally Disabled and remains so continuously for a period in excess of the Elimination Period (if any), the Company will pay periodically the Weekly Accident Indemnity applicable to such Insured Person in accordance with the Classification of Insured Persons and the Schedule of Benefits beginning with the first day following such Elimination Period, for the continuous duration of Total Disability, but not to exceed the maximum period of fifty two (52) weeks.

If the Insured Person is Totally Disabled for a portion of a week, one seventh (1/7) of the Weekly Benefit shall

be payable for each day the Insured Person is Totally Disabled, subject to the Elimination Period.

Following any period of Total Disability for which benefits are paid or payable, any subsequent disability, resulting from or contributed to the same cause(s), shall be considered a continuation of the same disability and the Company's liability for the entire period shall not exceed the applicable Maximum Period stated on the Schedule of Benefits.

SECTION 6 – ACCIDENT MEDICAL EXPENSE REIMBURSEMENT

If, as a result of a covered Injury, and commencing within thirty (30) days after the date of the Injury, an Insured Person shall require treatment by a Physician, use of Hospital facilities, or the employment of a licensed or graduate nurse while at the Hospital, the Company will pay the Reasonable, Customary and Necessary medical expenses incurred within fifty two (52) weeks from the date of the accident for such Physician treatment, Hospital charges and nurses fees, which are in excess of the Deductible (if any) stated in the Schedule of Benefits, but not to exceed the Amount payable to such Insured Person in accordance with the Classification of Insured Persons and Schedule of Benefits as the result of any one accident.

SECTION 7 - ACCIDENT IN-HOSPITAL INCOME (Weekly Benefit)

If, as a result of a covered Injury, an Insured Person shall be necessarily confined within a Hospital as an Inpatient under the continuous attendance of a Physician, the Company will pay the Weekly Benefit stated in the Schedule of Benefits for each week that the Insured Person shall be confined therein, up to fifty-two (52) weeks, commencing immediately following the Elimination Period (if any) stated in the Schedule of Benefits. If the Insured Person is confined for a portion of a week, one seventh (1/7) of the Weekly Benefit shall be payable for each day of the confinement subject to the Elimination Period (if any) stated in the Schedule of Benefits.

"In-patient" as used herein means an Insured Person who is confined in a Hospital as a registered bed patient for at least one (1) day.

"Elimination Period" wherever used in this section means the number of consecutive days as stated in the Schedule of Benefits, commencing with the first day the Insured Person is confined in Hospital, for which no benefits are payable.

SUCCESSIVE PERIODS OF HOSPITAL CONFINEMENT

If, within twelve (12) months following a period of Hospital confinement for which indemnity is paid or payable under this Rider, the Insured Person shall be readmitted and confined as an In-Patient, due to the same or related causes, the Company's liability for the entire period shall be subject to the limitations applicable in the part or parts of this Rider under which the original period of confinement was indemnified. If subsequent confinement as an In-Patient is separated by more than twelve (12) months, the confinement will be considered a new period confinement and indemnified in accordance with appropriate provisions of this Rider.

SECTION 8. ACCIDENT & SICKNESS IN-HOSPITAL INCOME

a. Benefit

When, as the result of Injury or commencement of Sickness, a Named Insured shall be necessarily confined within a Hospital as an In-patient under the continuous attendance of a Physician, the Company will pay the Weekly Benefit stated in the Schedule of Benefits, for each week that the Named Insured shall be confined therein, up to fifty-two (52) weeks, commencing immediately following the Elimination Period (if any) stated in the Schedule.

If the Named Insured is confined for a portion of a week, one seventh (1/7) of the Weekly Benefit shall be payable for each day of the confinement subject to the Elimination Period (if any).

b. Limitation

Hospital confinement resulting from Injury or Sickness related to tonsils, hernia or female organs of reproduction will be covered as per the terms of this Rider provided Injury has occurred or Sickness has been contracted or has commenced after one hundred and twenty (120) days from the Effective Date of this Policy and its Rider.

c. Successive Periods Of Hospital Confinement

If, within twelve (12) months following a period of Hospital confinement for which indemnity is paid or payable under this Form, the Named Insured shall be readmitted and confined as an In-patient, due to the same or related causes, the Company's liability for the entire period shall be subject to the limitations applicable in the part or parts of this Rider under which the original period of confinement was indemnified. If subsequent confinement as an In-patient is separated by more than twelve (12) months, the confinement will be considered a new period of confinement and indemnified in accordance with the appropriate provisions of this Rider.

SECTION 9 - AGGREGATE LIMIT OF LIABILITY

The Company shall not be liable for any amount in excess of the Aggregate Limit of Liability stated on the Rider Specifications. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this Rider exceeds such Aggregate Limit of Liability, the maximum indemnity payable to any one Insured Person will be a percentage of the indemnity otherwise payable. The percentage will be determined by dividing the Aggregate Limit of Liability by the aggregate amount of all such indemnities.

PART III - FLYING COVERAGE

Coverage as respects flying is limited to Injury sustained during such trip while the Insured Person is riding as a fare paying passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from:

- a certified passenger aircraft provided by a commercial airline on any regular, scheduled or non-scheduled, special or chartered flight, and operated by a properly certified pilot flying between duly established and maintained airports; or
- 2. any transport type aircraft operated by the Military Airlift Command (MAC) of the United States of America or by a similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world.

PART IV- POSTPONEMENT OF EFFECTIVE DATE

The insurance provided by this Rider shall become effective as to an insured Person if such Insured Person is Hospital confined, disabled, or receiving payment for a claim when such insurance would otherwise take effect. The coverage on such person shall take effect thirty-one (31) days after such hospital confinement or disability terminates, or payment of claim ceases, whichever is the latter.

PART V - GENERAL EXCEPTIONS

This Rider does not cover and no payment shall be made in respect to:

- 1. Any loss caused by or resulting from:
 - a) Intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane; nor
 - b) If involved in war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, strike, civil war, rebellion, revolution, insurrections; terrorism act, shelling, sniping, ambushes, and all acts of similar nature; or any period an Insured Person is serving in the Armed Forces of any country or international authority, whether in peace or war, and in such an event the Company, upon written notification by the Policy holder, shall return the pro rata premium for any such period of service; nor
- 2. Acquired Immune Deficiency Syndrome (AIDS) or AIDS related
- 3. Any loss occurring while:
 - a) The Insured Person is flying in any aircraft or device for aerial navigation except as specifically provided herein;
 - b) The Insured Person is participating in professional sports, whether practicing or playing, competitions, races, matches in land, air or sea, hazardous sports/activities such as rock climbing, mountaineering, bungee jumping, river rafting, pot-holing, parachuting, paragliding, skiing or scuba diving.
- 4. Loss sustained or contracted in consequence of a Insured Person being intoxicated or under the influence of any narcotic or drug unless administered on the advice of a Physician; nor
- 5. Congenital anomalies and conditions arising out of or resulting therefrom; Hernia; nor
- Pre-Existing Conditions; nor
- 7. Bacterial infections except pyogenic infections which are caused by an accidental wound; nor

- 8. Any loss of which a contributing cause was the Insured Person's attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the Insured Person: nor
- 9. Pregnancy, childbirth or miscarriage.
- 10. General check-ups;
- 11. Any mental or nervous disorder or rest cures;
- 12. Stay in sanatoriums for whatever reasons and whatever treatment;
- 13. Dental care and treatment or surgery except to sound natural teeth as occasioned by injury;
- 14. Cosmetic or plastic surgery except as a result of Injury.
- 15. Travel to or stay in any of the following countries: Iraq, Afghanistan, West Africa, North Korea, Chechnya, Burma, Sudan, Libya, Iran, Cuba.

The claimant shall, if so required, and as condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the excepted circumstances or causes under this Rider.

PART VI - UNIFORM PROVISIONS

- 1. Entire Contract, Changes: This Rider, including the endorsements and attached papers, if any, and the applications of the Insured Persons, if any, constitute the entire contract of insurance. No change in the Rider shall be valid until approved by an officer of the Company and unless such approval be endorsed hereon or attached hereto. No Agent has authority to changes this Rider or to waive any of the provisions of this Rider
- **2. Consideration:** This Rider is issued on the basis of the declarations made in the application for insurance, and in consideration of the payment in advance of the premium specified in the Rider Specifications.
- 3. Effective Date: This Rider takes effect on the Rider Effective Date. After taking effect this Rider continues in effect until the Policy Anniversary and may continue in effect thereafter subject to the "Grace Period" and "Renewal Conditions" set forth herein. All periods of insurance shall begin and end at 12.01am, at the address of the Policyholder.
- **4. Termination Dates of Individual Insurance**: Insurance of any Insured Person shall terminate immediately on the earliest of :
- i) The date the Policy or this Rider is terminated;
- ii) The date the Insured Person is no longer eligible within the Classification of Insured Persons;
- iii) The premium due dates if the required premium is not paid.
- Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.
- **5. Renewal Conditions**: The Rider may be renewed with the consent of the Company from term to term by payment of the premium in advance at the Company's rate in force at the time of renewal.
- **6. Reinstatement of Rider**: When this Rider terminates by reason of non-payment of premium, any subsequent acceptance of a premium and reinstatement of the Rider by the Company shall solely be at the Company's option and shall only cover loss resulting from Injury sustained after the date of such reinstatement.
- **7. Cancellation**: The Company may cancel this Rider at any time by written notice delivered to the Policyholder, or mailed to the last address as shown by the records of the Company, stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. In the event of cancellation, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Policyholder. Such cancellation shall be without prejudice to any valid claim or originating prior thereto. In the event the Rider is cancelled by the Policyholder, the earned premium shall be computed in accordance with the short rate table used by the Company at the time of cancellation.
- **8. Notice of Claim**: Written notice of claim must be given to the Company within thirty (30) days after the occurrence or commencement of any loss covered by the Rider or as soon thereafter as is reasonably possible. In the event of Accidental Death immediate notice thereof must be given to the Company. Written notice of claim given by or on behalf of the Insured Person to the Company, or to any authorized official of the Company with information sufficient to identify the Insured Person and the Policyholder shall be deemed as notice to the Company.
- **9. Claim Forms**: The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually required by the Company for filing proofs of loss.
- 10. Time for Filing Claim Forms: Completed claim forms and written proof of loss must be furnished to the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within ninety (90) days shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, in no event will any claim be honored if proof of loss is not received within eighteen (18) months from the date of loss.
- **11. Time of Payment of Claim**: Benefits payable under this Rider for any loss, other than loss for which this Rider provides any periodic payments, will be paid immediately upon receipt of due written proof of such loss satisfactory to the Company. Subject to due written proof, all accrued benefits for loss for which this Rider provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

GROUP CRITICAL ILLNESS INSURANCE RIDER

Issued by AMERICAN LIFE INSURANCE COMPANY (Hereinafter called the Company)

THE COMPANY hereby agrees that the following provisions as modified or defined under the attached "Group Critical Illness Rider Specifications (hereinafter referred to as the "Rider Specifications") is attached to the Group Life Insurance Policy (Policy No. mentioned in Rider Specifications) and shall form part of the Policy.

PART I - DEFINITIONS

- 1 "Activities of Daily Living" wherever used in this Rider shall have the following meanings:
- a) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- b) Dressing: the ability to put on, takes off, secure and unfasten all garments and as appropriate, any braces, artificial limbs or other surgical appliances;
- c) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d) Mobility: the ability to move indoors from room to room on level surfaces;
- e) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- f) Feeding: the ability to feed one self once food has been prepared and made available.
- **2-"Coverage Commencement Date"** wherever used in this Rider means: (a) the Effective Date of Individual Insurance; (b) the date stated in the relevant endorsement when subsequent changes are made to the coverage; or (c) the date of reinstatement of the Rider in case of any reinstatement, whichever is later.
- **3 "Covered Critical Illness"** wherever used in this Rider means the illnesses as listed and defined in the Schedule of Covered Critical Illnesses upon Diagnosis or performance of any of the covered surgeries stated therein.
- **4 "Diagnosis" or "Diagnosed"** wherever used in this Rider means the definitive Diagnosis made by a Physician as herein below defined, based upon such specific evidence, as referred to herein below in the definition of the particular Critical Illness concerned, or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company. Such Diagnosis must be supported by the Company's Medical Director who may base his opinion on the medical evidence submitted by the Insured Person and / or any additional evidence that he may require.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company shall have the right to call for an examination, of either the Insured Person or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and the Company.

- **5 "Hospital"** wherever used in this Rider means an establishment which meets all of the following requirements: (1) holds a license as hospital, if licensing is required in the country or governmental jurisdiction; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 24 hour a day nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organized facilities for Diagnosis and major surgical procedures; (6) is not primarily a clinic, nursing home, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts; and (7) maintains X-ray equipment and operating room facilities.
- **6 "Injury"** wherever used in this Rider means accidental bodily injury occurring to the Insured Person while this Rider is in force and resulting directly and independently of all other causes within one hundred eighty (180) days from the date of its occurrence, in a loss covered by the Rider.
- **7 "Insured Person"** wherever used in this Rider means: (1) any regular, full-time, permanent Employee of the Policyholder aged between 18 and 64 years, who is regularly working in an established job, position or office of the Policyholder in the country of Policy issue, and/or (2) the legal spouse of the Employee, between the ages of 18 and 64 years and residing in the same country as the Employee, and/or (3) unmarried child or children of the Employee and/or the Employee's spouse, under 19 years of age (or under 23 years of age if a full-time student), residing in the same country as the Employee and primarily dependant on the Employee for support, and accepted by the Company to be covered by the provisions of the Rider.

- **8 "Physician"** wherever used in this Rider means a person legally licensed to practice medicine and/or surgery other than the Insured Person or a relative to the Insured Person or employer / employee of the Insured Person.
- **9 "Pre-existing Condition"** wherever used in this Rider means any disability which originated prior to the effective date of the Insured's coverage hereunder; this exclusion will cease to apply, however, after 90 days of continuous coverage under this Rider without medical care / treatment having been incurred anywhere or symptoms present which would have caused a prudent person to seek medical care / treatment. This includes but is not limited to use of medicines for the condition.
- **10 "Lump Sum Payment"** wherever used in this Rider means the amount for which the Insured Person is insured under this Rider.
- **11 "Application"** wherever used in this Rider means the application used by the Insured Person for enrollment under the Policy.
- **12 "Schedule of Covered Critical Illness"** wherever used in this Rider means the schedule listing and defining the Covered Critical Illnesses attached to and forming part of this Rider.

PART II - GENERAL EXCEPTIONS

This Rider does not cover and no payment shall be made in respect to:

- 1. Any loss caused by or resulting from:
 - a) Intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
 - b) Active participation in war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, strike, civil war, rebellion, revolution, insurrections; terrorism act, shelling, sniping, ambushes, and all acts of similar nature; or any period an Insured Person is serving in the Armed Forces of any country, whether in peace or war;
 - c) Congenital anomalies and conditions arising out of or resulting therefrom;
 - d) Any claim caused by an opportunistic infection or malignant neoplasm, or any other sickness condition, if, at the time of the claim, the Insured Person had been Diagnosed as having AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or having an antibody positive blood test to HIV (Human Immunodeficiency Virus.)
- 2. Any Pre-Existing Condition.
- 3. Any loss caused by or resulting from:
 - a) Any Illness other than a Diagnosis of Critical Illness as defined in the Schedule of Covered Critical Illness; or
 - b) Any Critical Illness, of which the signs or symptoms first occurred prior to the Coverage Commencement Date, which was disclosed or not disclosed in the Application or health statement.
 - c) Willful misuse of drugs or alcohol
- 4. Any loss occurring while:
 - a) The Insured Person is flying in an aircraft or device for aerial navigation except as a fare paying passenger (not as an operator or crew member) on a commercial airline operated by a properly certified pilot, flying between duly established and maintained airports;
 - b) The Insured Person is participating in competitions, races, contests, matches in land, air or sea; or in any sport related to the following hobbies: mountain climbing, pot holing, paragliding, bungee jumping, parachuting or scuba diving.

The Insured Person shall, if so required, and as condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the excepted circumstances or causes under this Rider.

PART III - BENEFITS

The Coverage stated hereunder are valid only in respect of the Benefits specifically indicated in the Rider Specifications by the insertion of the amount of indemnity, its limitation and of the appropriate premium.

<u>Covered Critical Illnesses</u>
The Critical Illness Benefit covers any of the Illnesses as listed and defined in the attached Schedule of Covered Critical Illness upon Diagnosis as stated therein and subject to the provisions of the Rider Specifications.

Subject to the conditions and provisions contained herein and in the Schedule of Benefits, when the Insured Person is diagnosed to be suffering from a Critical Illness as defined in the Schedule of Covered Critical Illness, the Company shall pay the amount for which the Insured Person is insured under this Rider, provided that all the following conditions are satisfied:

- a) The Insured Person experiences a Critical Illness specifically listed and defined in the Schedule of Covered Critical Illness:
- The Critical Illness experienced by the Insured Person is the first incidence of that Critical Illness; b)
- The signs or symptoms of the Critical Illness experienced by the Insured Person commenced on or after c) the Coverage Commencement Date:
- None of the General Exceptions under Part II of the Rider applies; and d)
- The Insured Person is still living at the time of Diagnosis. e)

The occurrence of any Critical Illness for which the "Lump Sum Payment" is paid shall at once terminate the insurance coverage under this Rider.

PART IV - OTHER INSURANCE WITH THE COMPANY:

If a like Critical Illness Policy or Rider previously issued by the Company to the Insured Person be in force concurrently herewith, making the aggregate indemnity for the "Lump Sum Payment" in excess of the Global Maximum of NPR 18,500,000, the excess insurance shall be void and all premiums paid for such excess shall be returned to the Insured Person or to his estate.

The Global Maximum of NPR 18,500,000 applies to all Critical Care or Critical Illness Shield policies or Riders, notwithstanding any reference to similar benefits under any other policies (Life or Group Policy) granted by the Company to the Insured Person.

PART V - UNIFORM PROVISIONS

1 - ENTIRE CONTRACT - CHANGES: This Rider, together with the Application, as well as any forms, Riders and endorsements hereto, if any, constitute the entire contract for the insurance coverage provided hereunder.

No change in this Rider shall be valid until approved by an officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Rider or to waive any of the Provisions of the Rider.

2 - CONSIDERATION: This Rider is issued on the basis of the declarations made in the Application for Insurance, and in consideration of the payment in advance of the premium applicable to this Rider specified in the Rider Specifications.

Concealment of facts or false statement in the declarations made by the Insured Person which affect the acceptance of risk by the Company shall invalidate this Rider from its inception.

- 3 EFFECTIVE DATE: This Rider takes effect on the Policy Date. After taking effect this Rider shall continue in effect until the Policy Anniversary and may continue in effect thereafter subject to the "Grace Period" and "Renewal Conditions" set forth herein. All periods of insurance shall begin and end at 12:01 A.M. at the address of the Policyholder.
- 4 RENEWAL CONDITIONS: This Rider may be renewed from term to term with the consent of the company by the payment in advance of the total premium specified by the Company, which premium shall be at the Company's premium rate in force at the time of renewal, subject to the "Grace Period" and all other terms and conditions of the Rider. Unless renewed as herein provided, this Rider shall terminate at the expiration of the period for which the premium has been paid, subject to the "Grace Period".
- **5 GRACE PERIOD:** A grace period of thirty one (31) days will be granted for the payment of each premium falling due after the first premium, during which time the Rider shall be continued in force, unless the Rider has been cancelled in accordance with "Cancellation" clause. However, if loss occurs within the Grace period, any premium then due and unpaid will be deducted in settlement.
- 6 PREMIUMS: All premiums and applicable taxes are payable by the Policyholder on or before the date they become due; unless official notice of termination has been given, a grace period will be granted for the payment of any premium falling due after the first premium, subject to the terms of the Uniform Provision titled Grace Period.

The premium for this policy is based on the number of Insured Persons and/or the volume of benefits in each classification as specified in the Rider Specifications. Additional Insured Persons may be added to or deleted from the policy on a pro rata basis by endorsement hereto. Change in Cover may be added or deleted from the policy on a pro rata basis by endorsement hereto.

7 - EFFECTIVE DATE OF INDIVIDUAL INSURANCE AND CHANGES: The Persons eligible for inclusion as Insured Persons hereunder shall be persons designated on the Rider Specifications.

If an Insured Person joins the Plan or before the Policy Date, cover in respect of the Insured Person(s) shall start on the Policy Date.

Commencing on the date the details are filed with, and approved by the Company, of any such eligible person who comes within any classification established therein, such person shall then become an Insured Person with respect to such insurance as is afforded by the policy as applicable to such person's class.

person, shall become effective on the date such person's class change is filed with, and approved by the Company.

If, on the date insurance or change would otherwise be effected, such person is absent from active full-time work as a result of injury or sickness, then the insurance or change will become effective 7 days from the date such person returns to active full-time work.

- 8 TERMINATION DATES OF INDIVIDUAL INSURANCE: Insurance of any Insured Person shall terminate immediately on the earliest of:

 - The date the Policy is terminated;
 The date the Insured Person is no longer eligible within the definition of Insured Persons;
 The date the Policy is terminated;
 - iii)
 - The premium due dates if the required premium is not paid at the end of the Grace Period; On the Anniversary Date of this Rider immediately following the sixty-fifth (65th) birthday of the Insured Person;
 - Death of the Insured Person; or
 - vi) The "Lump Sum Payment" under PART III- BENEFITS of this Rider has been paid.

Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

- **9 REINSTATEMENT:** When this Rider terminates by reason of non-payment of premium, the Rider may be reinstated with the consent of the Company within ninety (90) days after the due date of the premium in default subject to:
 - A written application for reinstatement;
 - b) Production of evidence of insurability satisfactory to the Company; and
 - Payment of the applicable premium at the time of reinstatement.

Such reinstatement shall only cover a Covered Critical Illness, occurring more than sixty (60) days after the date of reinstatement.

10 - CANCELLATION: The Company may cancel this Rider at any time by written notice delivered to the Policyholder, or mailed to the last address as shown by the records of the Company, stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. In the event of cancellation, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Policyholder. Such cancellation shall be without prejudice to any valid claim or originating prior thereto.

In the event the policy is cancelled by the Policyholder, the earned premium shall be computed in accordance with the short rate table used by the Company at the time of cancellation.

The payment to or acceptance of any premium hereunder subsequent to termination of this Rider shall not create any liability but the Company shall refund any such premium.

- 11 MISSTATEMENT OF AGE: If the age of the Insured Person has been understated, all amounts payable under this Rider shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured Person has been overstated, the Company will refund the excess premium paid. If according to the correct age of the Insured Person, the coverage provided by this Rider would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of the Company during the period the Insured Person is not eligible for coverage shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Rider.
- 12 NOTICE OF CLAIM: Written notice of claim must be given to the Company within thirty (30) days after the Diagnosis of Critical Illness. In the event of death, immediate notice in writing must be given to the Company or as soon as thereafter as is reasonably possible. Notice given by or on behalf of the Insured Person to the Company or to any authorized agent of the Company, with information sufficient to identify the Insured Person, shall be deemed notice to the Company.
- **13 PROOF OF LOSS:** The Company, upon receipt of a notice of claim, will furnish to the claimant forms for filing proof of Critical Illness or Surgery.

Where a claim is based upon Fulminant Viral Hepatitis or Cancer as defined herein below, the Company shall be entitled to require the Insured Person to undergo a blood test including a test for the detection of any HIV as a condition precedent to any acceptance by the Company of due proof of such Critical Illness.

14-TIME FOR FILING PROOF OF LOSS: Written proof of Critical Illness or Surgery must be furnished to the Company within thirty (30) days after the Diagnosis of such Critical Illness or performance of Surgery, accompanied by medical evidence as required by the Company.

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and no event later than one year from the time proof otherwise required.

- **15 TIME OF PAYMENT OF CLAIM:** Indemnities payable under this Rider will be paid immediately upon receipt of due written proof of such loss, satisfactory to the Company.
- **16 TO WHOM INDEMNITIES ARE PAYABLE:** All indemnities of this Rider are payable to the Insured Person, if living, otherwise to the beneficiary (ies) designated under the Policy, if no beneficiary is designated to the legal heir(s) of the insured as per the Insurance Act 2049 of Nepal and its amendments.
- **17 MEDICAL EXAMINATION:** The Company at its own expense shall have the right and opportunity to require additional proof and to examine the person of the Insured Person when and so often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
- **18 CONSENT OF BENEFICIARY:** Consent of the Beneficiary, if any, shall not be requisite to surrender of this Rider, or to change of beneficiary or to any other changes in this Rider.
- **19 CHANGE OF BENEFICIARY:** No change of Beneficiary under this Rider shall bind the Company, unless consent thereto is formally endorsed thereon by an officer of the Company.
- **20-ASSIGNMENT:** The benefits under this Rider shall be non-assignable. No assignment of interest under this Rider shall be binding upon the Company.
- **21-CONFORMITY WITH COUNTRY STATUTES:** Any provision of this Rider, which, on its Effective Date, is in conflict with the statutes of the Country in which the Insured Person resides on such date, is hereby amended to conform to the minimum requirements of such statutes.
- 22 LEGAL ACTION: Legal action shall comply subject to Insurance Act 2049 of Nepal and its amendments.
- **23-NON-PARTICIPATION:** This Rider has no surrender value or paid up value, and does not participate in the profits or surplus of the Company.
- 24 FILING OF PREMIUM RATES AND CLASSIFICATION OF RISKS: If the law of the country in which the Policyholder is located at the time this Rider is issued requires that prior to the Rider issue a statement of the premium rates and classification of risks pertaining to the Rider shall be filed with a government official having supervision of insurance in such country, then the premium rates and classification of risks mentioned in this Rider shall mean only such as have been last filed by the Company in accordance with such law, but if such filing is not required by such law, then they shall mean the Company's premium rates and classification of risks last made effective by the Company in such country prior to the occurrence of the loss for which the Company is liable.
- **25 COMPLIANCE WITH RIDER PROVISIONS**: Failure to comply with any of the provisions contained in this Rider shall invalidate all claims hereunder.
- **26 DATA FURNISHED BY POLICYHOLDER**: The Policyholder shall maintain, and shall furnish to the Company upon request, the names of all persons initially insured, of all new persons who become insured, and of all persons whose insurance is canceled, together with the data necessary for the calculation of premium.
- **27 EXAMINATIONS AND AUDIT**: The Company shall be permitted to examine the Policyholder's records relating to this Rider at any time during the Rider term and within three (3) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is later.
- **28 CHANGES IN PREMIUM RATES AT POLICY ANNIVERSARY**: Each year, as of the Policy Anniversary, the Company may change the premium rates for this Rider, by advance written notice delivered to the Policyholder, or mailed to his last address as shown on the records of the Company, no later than thirty one (31) days prior to such Policy Anniversary. In this case, it is the Policyholder's responsibility to advise all Insured Persons of the change in premium rates not later than fifteen (15) days prior to such Policy Anniversary.
- **29 NOT IN LIEU OF WORKER'S COMPENSATION**: This Rider is not in lieu of and does not affect any requirement for coverage by Worker's Compensation Insurance.