## **American Life Insurance Company**

(Incorporated in 1921 in the U.S.A. as Limited Company and Registered for Life Insurance Business in Nepal under Insurance Act.2049)

NEPAL OFFICE:
Narayani Complex, (2<sup>nd</sup> & 3<sup>rd</sup> Floor)
Pulchowk (Lalitpur)
P.O. Box 11590, Kathmandu, Nepal.

Home Office: P.O. Box 2226 WILMINGTON DELAWARE 19899 U.S.A.

# "LIFE SHIELD" TERM LIFE INSURANCE PLAN WORLDWIDE COVERAGE

AMERICAN LIFE INSURANCE COMPANY, (hereinafter called "the Company")

**HEREBY INSURES** the Insured against loss covered by this policy, subject to and in accordance with the exceptions, limitations, provisions and forms herein contained.

**THE INSURANCE** provided under this policy is only with respect to such and so many of the coverages as are indicated by a specific amount set opposite thereto in the Schedule of Benefits attached.

**THIS POLICY** is issued in consideration of the payment in advance of the total premium Specified in the Schedule of Benefits.

**ALL SUMS** payable hereunder by or to the Company shall be payable in the currency stated in the Schedule of Benefits and shall be paid at the office of the Company in the country stated in the Schedule of Benefits.

**THE BENEFITS** provisions and conditions set forth on this and following pages and on Forms herein contained are part of this contract as fully as though it appeared over the signatures hereunder affixed.

This Policy shall not be valid unless countersigned by a duly authorized officer of the Company.

**IN WITNESS WHEREOF**, the Company has affixed its seal and caused this Policy to be executed as of the date of issue stated in the Schedule of Benefits attached thereto.

Registrar:	
	Authorized Officer
	Chairman and Chief Executive Officer

## PART I - DEFINITIONS

"Insured" wherever used in this Policy shall mean the Proposed Insured as stated in the Application.

"Schedule" and "Application" wherever used in this Policy means the Application and the Schedule of Benefits which are attached hereto and which form a Section of this Policy.

"Principal Sum" wherever used in this Policy means the amount stated in the Schedule of Benefits.

#### **PART II - BENEFIT**

## **LOSS OF LIFE**

If the Insured named in this Policy dies after the Policy commencement date and with in the term of this policy, the face amount will be paid as per the provision and condition of this Policy.

#### PART III- GENERAL EXCEPTIONS

This policy does not cover or 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) 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, insurrection; Assault or murder; terrorism act, shelling, sniping, ambushes, and all acts of similar nature; or any period a Insured is serving in the Armed Forces of any country, whether in peace or war;
- c) Congenital anomalies and conditions arising out of or resulting there from;
- d) Pre-existing Conditions;
- 2) Any loss occurring while:
- a) The Insured is flying in any aircraft or device for aerial navigation except as specifically provided herein;
- b) The Insured is participating in any organized sporting activity including professional or semi-professional sports; or in competitions, races, contests, matches in land, air or sea; mountain climbing or pot holing, paragliding, bungee jumping, parachuting or scuba diving.

The Insured 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 Policy.

#### **PART IV - FLYING COVERAGE**

Coverage as respects flying is limited to loss occurring while the Insured is riding solely as a passenger, not as an operator or crew member, in, boarding, or alighting from:

- 1 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 the similar air transport service of duly constituted governmental authority of the recognized government of any nation anywhere in the world.

## **PART V - UNIFORM PROVISIONS**

- I ENTIRE CONTRACT CHANGES: This Policy, together with the Application, a copy of which is attached hereto and made a part hereof, as well as any forms, riders and endorsements hereto, constitutes the entire contract of insurance.
- No change in this Policy 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 Policy or to waive any of the provisions of this Policy.
- **2 CONSIDERATION:** This Policy is issued on basis of the declarations made in the Application for insurance, and in consideration of the payment in advance of the premium specified in the Schedule.

Concealment of facts or false statements in the declarations made by the Insured which affect the acceptance of the risk by the Company shall invalidate the Policy from its inception.

- **3 EFFECTIVE DATE:** This Policy takes effect on the Effective Date stated on the Schedule of Benefits. After taking effect this Policy shall continue in effect until the Renewal Date 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 residence of the Insured.
- **4 RENEWAL CONDITIONS:** This Policy may be renewed with the consent of the Company from term to term 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 this Policy. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid, subject to the "Grace Period".
- **5 GRACE PERIOD:** A grace period of thirty one days (31) days on annual, semi-annual and quarterly policies will be granted for the payment of each premium falling due after the first premium, during which time the Policy shall be continued in force, unless the Policy has been cancelled in accordance with "Cancellation". However, if loss occurs within the Grace Period, any premium then due and unpaid will be deducted in settlement.

- **6 NOTICE OF CLAIM:** Written notice of claim must be given to the Company within ten (10) days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. In the event Accidental Death is covered by this Policy, immediate notice thereof must be given to the Company. Written notice of claim given by or on behalf of the Insured to the Head Office of the Company, or to any authorized official of the Company with information sufficient to identify the Insured shall be deemed as notice to the Company.
- **7 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.
- **8 TIME FOR FILING CLAIM FORMS:** Completed claim forms and written proof of loss must be furnished to the Company within thirty (30) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, generally no proof will be accepted if furnished later than three (3) year from the time the loss occurred.
- **9 TIME OF PAYMENT OF CLAIM:** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid upon receipt of due written proof of such loss satisfactory to the Company. Subject to due written proof of loss all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid upon receipt of due written proof satisfactory to the Company.

## 10 - TO WHOM INDEMNITIES ARE PAYABLE:

Indemnity, if any, for loss of life of a Insured is payable to the Beneficiary for such Insured named in the Application, otherwise to the legal heir of the Insured as per Section 38 of the Insurance Act 2049.

Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

- **11 CONSENT OF BENEFICIARY:** Consent of the Beneficiary, if any, shall not be requisite to assignment of this Policy, or to change of beneficiary or to any other changes in this Policy.
- **12 CHANGE OF BENEFICIARY:** No change of beneficiary under this Policy shall bind the Company, unless consent thereto is formally endorsed thereon by an officer of the Company.
- 13 LEGAL ACTIONS: Legal action will comply Subject to Insurance Act 2049 of Nepal.
- 14 MISSTATEMENT OF AGE: If the age of any Insured has been misstated, all amounts payable under this Policy shall be such as the premium paid by the Insured would have purchased at the correct age. In the event the age of the Insured has been misstated, and if according to the correct age of the Insured, the coverage provided by the Policy 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 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 Policy.

- **15 ASSIGNMENT:** No assignment of interest under this Policy shall be binding upon the Company unless and until the written original or a duplicate thereof is filed with the Company. The Company does not assume any responsibility for the validity of an assignment.
- **16 -CHANGE OF OCCUPATION**: If the Insured sustains a loss after having changed occupation to one classified by the Company as more hazardous than that stated in the Application or while doing, for compensation, anything pertaining to an occupation so classified, the Company will pay only such portion of the indemnities provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by the Company for such more hazardous occupation.

If the Insured changes occupation to one classified by the Company as less hazardous than that stated in the Application, the Company, upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro-rata unearned premium from the date of change of occupation or from the Policy anniversary date immediately preceding receipt of such proof, whichever is the more recent.

In applying this provision, the classification of occupation and the premium rates shall be such as have been last promulgated by the Company prior to the occurrence of the loss for which the Company is liable, or prior to the date of proof of change in occupation.

## 17- COMPLIANCE WITH POLICY PROVISIONS:

If the Insured intentionally fails to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

- **18 TERMINATION OF POLICY:** This Policy will terminate on the earliest of the following dates:, (a) the last day for which premium has been paid except as provided by "Grace Period", and (b) the latest date of expiration of coverage of the Insured when applicable.
- **19 REINSTATEMENT OF POLICY:** When this Policy terminates by reason of non-payment of premium, any subsequent acceptance of a premium and reinstatement of the Policy by the Company and at the Company's option, shall only cover loss resulting from injury sustained or sickness commencing after the date of such reinstatement. The Policy may be reinstated within 180 days from its termination date.
- **20 CONFORMITY WITH STATUTES**: Any provision of this Policy which, on the Policy effective date, is in conflict with the statutes of the jurisdiction in which this Policy is delivered is hereby amended to conform to the minimum requirements of such statutes.

## SPECIAL PROVISIONS (FOR SUPPLEMENTARY CONTRACTS WHEREVER APPLICABLE):

## 1. POSTPONEMENT OF EFFECTIVE DATE

No insurance provided by any Supplementary Contract shall become effective if the Insured 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, which ever is the later.

## 2. TO WHOM INDEMNITIES ARE PAYABLE:

Indemnity, if any, for loss of life of the Insured is payable to the Beneficiary (ies) named in the Application, otherwise to the legal heir of the Insured as per Section 38 of the Insurance Act 2049. All other indemnities of the Supplementary Contract are payable to the Insured. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

- **3 MEDICAL EXAMINATION:** The Company, at its own expense, shall have the right and opportunity to examine the Insured when and as often as the Company may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
- **4 CANCELLATION:** The Company may cancel this Supplementary Contract at any time by written notice delivered to the Owner, 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 premium portion of any premium actually paid by the Insured. Cancellation of this Supplementary Contract by the company shall be without prejudice to any claims originating thereto.

In the event this Supplementary Contract is cancelled by the Insured, the earned premium shall be computed in accordance to the short rate table used by the Company at the time of cancellation.

## Circle - 1

## SUPPLEMENTARY CONTRACT - FORM 60-F

## ACCIDENTAL DEATH, DISMEMBERMENT AND PERMANENT TOTAL DISABILITY

THIS SUPPLEMENTARY CONTRACT IS AN INTEGRAL PART OF THE POLICY TO WHICH IT IS ATTACHED AND IS VALID ONLY IF THE SUPPLEMENTARY CONTRACT FORM NUMBER, BENEFIT AND APPROPRIATE PREMIUM ARE INDICATED IN THE SCHEDULE OF BENEFITS OR ARE ENDORSED THEREON.

#### **DEFINITIONS**

"Injury" wherever used in this Supplementary Contract means accidental bodily injury occurring to the Insured while this Supplementary Contract is in force, effected only by external, violent and accidental means of which there is evidence of visible contusion or wound and resulting, directly and independently of all other causes in loss covered by this Supplementary Contract.

"Principal Sum" wherever used in this Policy means the amount stated in the Schedule of Benefits.

"Permanent" wherever used in this Supplementary Contract means total irremediable loss 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

**"Loss"** wherever used herein means the Permanent 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.

"Totally and Permanently Disabled" wherever used in this Supplementary Contract means the Insured is unable to engage in any occupation or employment for compensation or profit.

"Pre-existing Condition" wherever used in this Policy shall mean any physical condition that was diagnosed, treated, or for which a physician was consulted, at any time prior to the Effective Date of this Policy; whether declared or not declared on application or health statement.

"Physician" wherever used in this Supplementary Contract means a person legally licensed to practice medicine and/or surgery, specializing in Ophthalmology or Otolaryngology other than the Insured or a member of the Insured's immediate family.

- "Hospital" wherever used in this Supplementary Contract 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) operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; (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; and (7) maintains necessary equipment and operating room facilities.

## Section 1. LOSS OF LIFE ACCIDENT INDEMNITY

When Injury results in loss of life of the Insured within three hundred sixty five (365) days from the date of the accident, the Company will pay the Principal Sum, less any other amount paid or payable under Sections 2 and 3.

## Section 2. DISMEMBERMENT, LOSS OF SIGHT, HEARING, SPEECH INDEMNITY

When Injury to the Insured results in any of the following Losses within three hundred sixty five (365) days from the date of the accident, the Company will pay for the Loss of:

Both Hands or Both Feet Or Sight of Both Eyes ...... The Principal Sum One Hand and One Foot ...... The Principal Sum

Either Hand or Foot and

Sight of One Eve ..... The Principal Sum Hearing of Both Ears ...... The Principal Sum Speech ..... The Principal Sum Either Hand or Foot ...... One Half The Principal Sum ...... One Half The Principal Sum Sight of One Eve Thumb and Index Fingers ...... One quarter The Principal Sum

In case of occurrence of more than one of the losses specified under this section, 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 Principal Sum.

## Section 3. PERMANENT TOTAL DISABILITY,

When, as the result of Injury and commencing within three hundred sixty five (365) days after the date of the accident, the Insured is Totally and Permanently Disabled, and such disability has continued for a period of twelve (12) consecutive months and is total, continuous and Permanent at the end of this period, the Company will pay the Principal Sum less any other amount paid or payable under section 2. The Principal Sum will be paid in one lump sum up to the maximum shown in the Schedule of Benefits.

However, and notwithstanding anything to the contrary under this policy and/or any other Personal Accident policy, or supplementary contract issued by the Company for the Insured, the lump sum payment payable by the Company in case of Permanent Total Disability from accident shall not, under any circumstances, exceed two million Nepalese Rupees (NPR 2,000,000). The balance, if any, will be payable monthly over a period of three years.

## 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 "Permanent Total Disability".

The occurrence of any specified loss/losses in respect of a covered Insured for which the full Principal Sum is payable shall at once terminate his insurance under the Policy, but such termination shall be without prejudice to any claim originating out of the accident causing such loss.

#### **EXCEPTIONS**

In addition to the General Exceptions listed under Part III of the Policy, this Supplementary Contract shall not cover and no payment shall be made with respect to any loss caused by or resulting from:

- Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease.
- Accident caused by Acquired Immune Deficiency Syndrome (AIDS)

## **EXPIRATION OF COVERAGE**

The Coverage under this Supplementary Contract will expire when the Insured, attains seventy (70) years of age and unearned premium will be refunded on pro-rata basis.

Expiration of the coverage under this provision shall be with out prejudice to any claim arising before expiration date.

## Circle - 2 SUPPLEMENTARY CONTRACT - FORM 62

## ACCIDENT DISABILITY INCOME 52 WEEKS

This Supplementary Contract is an integral part of the Policy to which it is attached and is valid only if the Supplementary Contract Form number, benefit, and appropriate premium is indicated on the Application for said Policy or is endorsed thereon.

#### **DEFINITIONS**

- "Injury" wherever used in this Form means accidental bodily injury occurring to the Insured while this Supplementary Contract is in force, effected only by external, violent and accidental means of which there is evidence of visible contusion or wound and resulting, directly and independently of all other causes in loss covered by this Supplementary Contract.
- "Pre-existing Condition" wherever used in this Supplementary Contract means any physical condition that was treated, or for which a physician was consulted at any time prior to the Supplementary Contract Effective Date; whether declared or undeclared in application or health statement.
- "Elimination Period" wherever used in this form means the number of maximum Seven (7) consecutive days as stated in the Schedule, commencing with the first day the named Insured is totally disabled for which no benefits are payable.
- "Totally Disabled" wherever used in this Supplementary Contract means the Insured is unable, due to Injury, to engage in any and every business or occupation for compensation or profit.
- "Physician" wherever used in this Supplementary Contract means a person legally licensed to practice medicine and/or surgery, specializing in Ophthalmology or Otolaryngology other than the Insured or a member of the Insured's immediate family.
- "Hospital" wherever used in this Supplementary Contract 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) operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; (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; and (7) maintains necessary equipment and operating room facilities.

When, as the result of Injury and commencing within thirty (30) days from the date of the accident, the Insured is Totally Disabled as defined herein, the Company will pay periodically the Weekly Benefit stated in the Schedule, for a maximum period of fifty-two (52) weeks, or until the Insured attains seventy (70) years of age, whichever occurs first and during which time the Insured shall continue to be Totally Disabled, commencing immediately following the Elimination Period (if any).

If the Insured 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 is Totally Disabled, subject to the Elimination Period.

## LIMITATION

Notwithstanding anything to the contrary in this policy, the following limitations apply to this Supplementary Contract:

This benefit shall automatically cease and the Company shall not be liable to pay any Weekly Benefit, upon the occurrence of any of the specified loss / losses under Section 1 ""Loss of life Accident Indemnity", or Section 2 "Dismemberment, Loss of Sight, Hearing, Speech Indemnity", or Section 3 "Permanent Total Disability" of supplementary contract form number 60 – F, in respect of the Insured for which the Principal Sum, becomes payable.

If at the time of claim, the Weekly Benefit stated in the Schedule of Benefit exceeds seventy five percent (75%) of the Insured's actual weekly income, the Company will reduce the Weekly Benefit to an amount equal to seventy five percent (75%) of the Insured's actual weekly income as at the time of claim, and will return or adjust the premium paid for the excess Weekly Benefit from the premium due date immediately preceding the date of the accident which is the basis of the claim.

The Insured shall, if so required, as condition precedent to payment of this Accident Disability Income Benefit, prove that the Weekly Benefit amount does not exceed 75% of his /her weekly income at the time of claim.

## RECURRENT DISABILITY

If, following a period of Total Disability for which indemnity is paid or payable under this Section, the Insured shall resume a regular occupation, or any occupation for which the Insured is reasonably fit, and shall perform the duties thereof for a continuous period any subsequent disability resulting from or contributed to by the same cause or causes shall be deemed a continuation of the same disability and the Company's liability for the entire period shall be subject to the limitations applicable in this Supplementary Contract, indemnified.

## **EXCEPTIONS**

In addition to the Exceptions listed in Part III of the Policy, this Supplementary Contract shall not cover and no payment shall be made with respect to:

- (1) loss caused by or resulted from bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- (2) Direct consequence of pregnancy and resulting childbirth, abortion or miscarriage.
- (3) Accident caused by Acquired Immune Deficiency Syndrome (AIDS).

## **EXPIRATION OF COVERAGE**

The coverage under this Supplementary Contract will expire when the Insured, attains seventy (70) years of age and unearned premium will be refunded on pro-rata basis. Expiration of the coverage under this provision shall be with out prejudice to any claim arising before expiration date.

## Circle - 3

## **SUPPLEMENTARY CONTRACT - FORM 61-A**

## **ACCIDENT MEDICAL EXPENSE REIMBURSEMENT**

This Supplementary Contract is an integral part of the Policy to which it is attached and is valid only if the Supplementary Contract Form number, benefit, and appropriate premium is indicated on the Application for said Policy or is endorsed thereon.

## **DEFINITIONS**

"Injury" wherever used in this Supplementary Contract means accidental bodily injury occurring to the Insured while this Supplementary Contract is in force, effected only by external, violent and accidental means of which there is evidence of visible contusion or wound and resulting, directly and independently of all other causes in loss covered by this Supplementary Contract.

"Pre-existing Condition" wherever used in this Supplementary Contract means any physical condition that was treated, or for which a physician was consulted at any time prior to the Supplementary Contract Effective Date; whether declared or undeclared in application or health statement.

"Reasonable and Customary" wherever used in this Supplementary Contract means any medical charge which is charged for treatment, supplies or medical services medically necessary to treat the Insured'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.

**Deductible:** wherever used in this Supplementary Contract means the amount of expense or loss as stated in the Schedule of Benefits to be paid by the insured before the benefits become payable. Such amount will be Rs 500 or as stated in the schedule, whichever is less.

"Medical Expenses" wherever used in this Supplementary Contract means expenses incurred as a result of Injury, within thirty (30) days from the date of accident, and paid by the Insured to a physician, surgeon, nurse, hospital and / or ambulance service for medical, surgical, X-ray, hospital or nursing treatment, including the cost of medical supplies and ambulance hire. Provided that in the event of the insured becoming entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source and within the limits provided in the Schedule.

**"Physician"** wherever used in this Supplementary Contract means a person legally licensed to practice medicine and/or surgery, specializing in Ophthalmology or Otolaryngology other than the Insured or a member of the Insured's immediate family.

- **"Hospital"** wherever used in this Supplementary Contract 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) operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; (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; and (7) maintains necessary equipment and operating room facilities.

## **ACCIDENT MEDICAL EXPENSE REIMBURSEMENT**

When as the result of Injury occurring to the Insured while this Supplementary Contract is in force, the Insured shall incur Medical Expenses the Company will reimburse the necessary, Reasonable and Customary Medical Expenses, which are in excess of the Deductible (if any) stated in the Schedule, but not to exceed the Amount payable stated in the Schedule as the result of any one accident.

## **EXCEPTIONS**

In addition to the Exceptions listed in Part III of the Policy, this Supplementary Contract shall not cover and no payment shall be made for expenses incurred in connection with:

- (1) loss caused directly or indirectly, wholly or partly by:
  - (a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - (b) medical or surgical treatment except as may be necessary solely as a result of injury;
- (2) dental care or surgery except to sound natural teeth as occasioned by Injury.
- (3) Direct consequence of Pregnancy, childbirth, abortion or miscarriage.
- (4) Ayurvedic, herbal and acupuncture treatment.
- (5) Accident caused by Acquired Immune Deficiency Syndrome (AIDS).

## **EXPIRATION OF COVERAGE**

The coverage under this Supplementary Contract will expire when the Insured, attains seventy (70) years of age and unearned premium will be refunded on pro-rata basis. Expiration of the coverage under this provision shall be with out prejudice to any claim arising before expiration date.

## Circle – 4 A SUPPLEMENTARY CONTRACT - FORM 67- A

## **ACCIDENT IN-HOSPITAL INCOME**

This Supplementary Contract is an integral part of the Policy to which it is attached and is valid only if the Supplementary Contract Form number, benefit, and appropriate premium are indicated on the Application for said Policy or are endorsed thereon.

#### **DEFINITIONS**

- "In-Patient" wherever used in this Supplementary Contract means a person who is confined in a Hospital as a registered bed patient for at least twenty-four (24) hours.
- "Injury" wherever used in this Supplementary Contract means accidental bodily injury occurring to the Insured while this Supplementary Contract is in force, effected only by external, violent and accidental means of which there is evidence of visible contusion or wound and resulting, directly and independently of all other causes in loss covered by this Supplementary Contract.
- "Pre-existing Condition" wherever used in this Supplementary Contract means any physical condition that was treated, or for which a physician was consulted at any time prior to the Supplementary Contract Effective Date; whether declared or undeclared in application or health statement.
- "Medical Necessity" wherever used in this Supplementary Contract means that the medical condition of the Insured requires confinement according to a treating physician report confirming that a safe and effective treatment cannot be provided to the Insured as an Outpatient.
- ."Physician" wherever used in this Supplementary Contract means a person legally licensed to practice medicine and/or surgery, specializing in Ophthalmology or Otolaryngology other than the Insured or a member of the Insured's immediate family.
- "Hospital" wherever used in this Supplementary Contract 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) operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; (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; and (7) maintains necessary equipment and operating room facilities.

When, as the result of Injury while this Supplementary Contract is in force, the Insured shall be for medical necessity 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, for each week that the Insured shall be confined therein, up to fifty-two (52) weeks.

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

## SUCCESSIVE PERIODS OF HOSPITAL CONFINEMENT

If, following a period of Hospital confinement for which indemnity is paid or payable under this Supplementary Contract, the Insured shall be readmitted and confined as an Inpatient, due to the same or related causes, the Company's liability for the entire period shall be subject to the limitations applicable of this Supplementary Contract under which the original period of confinement was indemnified.

## **EXCEPTIONS**

In addition to the General Exceptions listed in Part III of the Policy, this Supplementary Contract shall not cover Hospital confinement resulting from or related to:

- (1) hospital confinement except as may be solely as a result of Injury;
- (2) Direct consequence of pregnancy, childbirth, abortion or miscarriage
- (3) general check-ups; or
- (4) stay in sanatoriums for whatever reason and whatever treatment;
- (5) treatment in an Ayurvedic Center or Hospital for whatever reason and whatever treatment;
- (6) Pre-Existing conditions;
- (7) Accident caused by Acquired Immune Deficiency Syndrome (AIDS)

## **EXPIRATION OF COVERAGE**

The coverage under this Supplementary Contract will expire when the Insured, attains sixty-five (65) years of age and unearned premium will be refunded on pro-rata basis. Expiration of the coverage under this provision shall be with out prejudice to any claim arising before expiration date.

## Circle – 4 B SUPPLEMENTARY CONTRACT - FORM 67- B

## SICKNESS IN-HOSPITAL INCOME

This Supplementary Contract is an integral part of the Policy to which it is attached and is valid only if the Supplementary Contract Form number, benefit, and appropriate premium are indicated on the Application for said Policy or are endorsed thereon.

#### **DEFINITIONS**

- "In-Patient" wherever used in this Supplementary Contract means a person who is confined in a Hospital as a registered bed patient for at least twenty-four (24) hours.
- "Sickness" wherever used in this Supplementary Contract means sickness or disease first manifested and contracted and commencing after the Coverage Commencement Date of this Supplementary Contract as to the Insured whose sickness is the basis of claim.
- "Pre-existing Condition" wherever used in this Supplementary Contract means any physical condition that was diagnosed, treated, or for which a physician was consulted, or the existence of symptoms of any illness or disease at any time prior to this Supplementary Contract Effective Date or the last Coverage Commencement Date, whichever is later; whether declared or undeclared on application or health statement.
- "Coverage Commencement Date" wherever used in this Supplementary Contract means the thirty first (31) day after: (a) the Policy Effective date; (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 in case of any reinstatement, whichever is later.
- "Medical Necessity" wherever used in this Supplementary Contract means that the medical condition of the Insured requires confinement according to a treating physician report confirming that a safe and effective treatment cannot be provided to the Insured as an Outpatient.
- "Elimination Period" wherever used in this Supplementary Contract means the number of Two (2) consecutive days as stated in the Schedule, commencing with the first day the Insured is confined in Hospital, for which no benefits are payable.
- "Physician" wherever used in this Supplementary Contract means a person legally licensed to practice medicine and/or surgery, specializing in Ophthalmology or Otolaryngology other than the Insured or a member of the Insured's immediate family.
- "Hospital" wherever used in this Supplementary Contract 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) operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; (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; and (7) maintains necessary equipment and operating room facilities.

When, as the result of Sickness, and while this Supplementary Contract is in force, the Insured shall be for medical necessity 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, for each week that the 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 Insured is confined for a portion of a week, one seventh (1/7) of the Weekly Benefit shall be payable for each day of confinement subject to the Elimination Period.

## SUCCESSIVE PERIODS OF HOSPITAL CONFINEMENT

If, following a period of Hospital confinement for which indemnity is paid or payable under this Supplementary Contract, the Insured shall be readmitted and confined as an Inpatient, due to the same or related causes, the Company's liability for the entire period shall be subject to the limitations applicable of this Supplementary Contract under which the original period of confinement was indemnified.

## **EXCEPTIONS**

In addition to the General Exceptions listed in Part III of the Policy, this Supplementary Contract shall not cover Hospital confinement resulting from or related to:

- (1) Direct consequence of pregnancy, miscarriage, abortion, childbirth, or any Sexually Transmitted Diseases (STD);
- (2) general check-ups; or
- (3) cosmetic or plastic surgery,;
- (4) any mental or nervous disorder resulting from or related to psychiatric or psychological conditions.
- (5) stay in sanatoriums for whatever reason and whatever treatment;
- (6) Pre-Existing conditions;
- (7) Tonsils, adenoids, hernia, or disk diseases until the person undergoing such Hospital confinement has been continuously covered under this Supplementary Contract for a period of one hundred twenty (120) days immediately preceding such Hospital confinement and the symptoms of said ailments manifested itself after a period of one hundred twenty (120) days from the Policy Effective Date or date of reinstatement of the Policy in case of any reinstatement. which ever is later; or (8) Dental care or surgery;
- (9) Treatment in an Ayurvedic Center or hospital for whatever reason and whatever treatment;
- (10) Sickness caused by Acquired Immune Deficiency Syndrome (AIDS).

## **EXPIRATION OF COVERAGE**

The coverage under this Supplementary Contract will expire when the Insured, attains sixty-five (65) years of age and unearned premium will be refunded on pro-rata basis. Expiration of the coverage under this provision shall be with out prejudice to any claim arising before expiration date.

## Circle - 4 OPTIONAL SUPPLEMENTARY CONTRACT - FORM 77-D

## ACCIDENT AND SICKNESS IN-HOSPITAL SURGICAL EXPENSE

This Supplementary Contract is an integral part of the Policy to which it is attached and is valid only if the Supplementary Contract Form number, benefit, and appropriate premium are indicated on the Application for said Policy or are endorsed thereon.

## **DEFINITIONS**

- "Sickness" wherever used in this Supplementary Contract means sickness or disease first manifested and contracted and commencing after the Coverage Commencement Date of this Supplementary Contract as to the Insured whose sickness is the basis of claim.
- "Injury" wherever used in this Supplementary Contract means accidental bodily injury occurring to the Insured while this Supplementary Contract is in force, effected only by external, violent and accidental means of which there is evidence of visible contusion or wound and resulting, directly and independently of all other causes in loss covered by this Supplementary Contract.
- "Coverage Commencement Date" wherever used in this Supplementary Contract means the thirty first (31) day after: (a) the Effective date of this Supplementary Contract; (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 in case of any reinstatement, whichever is later.
- "Pre-existing Condition" wherever used in this Supplementary Contract means any physical condition that was diagnosed, treated, or for which a physician was consulted, or the existence of symptoms of any illness or disease at any time prior to this Supplementary Contract Effective Date or the last Coverage Commencement Date, whichever is later; whether declared or undeclared on application or health statement.
- "In-Patient" wherever used in this Supplementary Contract means a person who is confined in a Hospital as a registered bed patient for at least one (1) day.
- "Maximum Benefit" wherever used in this Supplementary Contract means the amount stated in the Schedule of Benefits.
- "Policy Year" wherever used in this Supplementary Contract shall mean periods of three hundred sixty-five (365) days each, commencing from the Effective date stated in the Policy Schedule of Benefits or endorsed thereto.
- "Reasonable and Customary" wherever used in this Supplementary Contract means any medical charge which is charged for treatment, supplies or medical services medically necessary to treat the Insured'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.

"Physician" wherever used in this Supplementary Contract means a person legally licensed to practice medicine and/or surgery, specializing in Ophthalmology or Otolaryngology other than the Insured or a member of the Insured's immediate family.

"Hospital" wherever used in this Supplementary Contract 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) operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; (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; and (7) maintains necessary equipment and operating room facilities.

#### **BENEFITS**

When, by the reason of Injury or Sickness, the Insured is confined in a Hospital as an In-patient and is charged for a surgical procedure performed by a Physician, the Company will reimburse the reasonable and customary charge made for the surgeon's fee, the anaesthetist's fee and the operating room rent, not exceed the Percentage of Maximum Benefit as set forth in the Surgical Schedule for the surgical procedure performed.

## Limitations

- Benefit in respect of a Covered Surgery is payable only once during a Policy Year irrespective of the number of same Covered Surgery performed, if any, during the said Policy Year
- No indemnity will be paid in any circumstances for more than double the Surgery Benefit during any one Policy Year.
- If more than one surgical procedure is performed during the same operative session, the highest Percentage of Surgery Benefit applicable to such procedure will be the only amount payable for the all procedure performed.

## **EXCEPTIONS**

In addition to the General Exceptions listed in Part III of the Policy, this Supplementary Contract shall not cover and no payment shall be made with respect to:

(1) treatment or surgery for tonsils, adenoids or hernia until the person undergoing such treatment or surgery has been continuously covered under this Supplementary Contract for a period of one hundred twenty (120) days immediately preceding such treatment or surgery and the symptoms of said ailments manifested itself after a period of one hundred twenty (120) days from the Policy Effective Date or date of reinstatement of the Policy in case of any reinstatement. which ever is later;

- (2) any Injury or Sickness for which compensation is payable under any government law or program, or for which benefits are payable under any other medical assistance insurance policy; except to the extent that such charges are not reimbursed by such laws, programs or other policies.
- (3) Treatment in an Ayurvedic Center or hospital for whatever reason and whatever treatment:
- (4) (a) Direct consequence of pregnancy, miscarriage, childbirth, or any Sexually Transmitted Diseases (STD); ;
  - (b) pulmonary tuberculosis after diagnosis as such;
  - (c) cosmetic or plastic surgery, except as a result of injury;
  - (d) dental care or surgery except to sound natural teeth as occasioned by Injury.
  - (e) Surgery caused by Acquired Immune Deficiency Syndrome(AIDS).

## **EXPIRATION OF COVERAGE**

The coverage under this Supplementary Contract will expire when the Insured, attains sixty-five (65) years of age and unearned premium will be refunded on pro-rata basis.

Expiration of the coverage under this provision shall be with out prejudice to any claim arising before expiration date.

## Circle - 5 SUPPLEMENTARY CONTRACT - FORM 78

## ACCIDENTAL DEATH, DISMEMBERMENT AND PTD ANNUITY (Life Time Income – LTI)

This Supplementary Contract is an integral part of the Policy to which it is attached and is valid only if the Supplementary Contract Form number, benefit, and appropriate premium are indicated on the Application for said Policy or are endorsed thereon.

## **DEFINITIONS**

"Monthly Benefit" wherever used in this Supplementary Contract means the monthly benefit amount stated in the Schedule of Benefits.

"Injury" wherever used in this Supplementary Contract means accidental bodily injury occurring to the Insured while this Supplementary Contract is in force, effected only by external, violent and accidental means of which there is evidence of visible contusion or wound and resulting, directly and independently of all other causes in loss covered by this Supplementary Contract.

"Permanent" wherever used in this Supplementary Contract means total irremediable loss 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

**"Loss"** wherever used herein means the Permanent 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.

"Totally and Permanently Disabled" wherever used in this Supplementary Contract means the Insured is unable to engage in any occupation or employment for compensation or profit.

"Pre-existing Condition" wherever used in this Supplementary Contract shall mean any physical condition that was diagnosed, treated, or for which a physician was consulted, at any time prior to the Effective Date of this Supplementary Contract; whether declared or not declared on application or health statement.

**"Physician"** wherever used in this Supplementary Contract means a person legally licensed to practice medicine and/or surgery, specializing in Ophthalmology or Otolaryngology other than the Insured or a member of the Insured's immediate family.

- "Hospital" wherever used in this Supplementary Contract 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) operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; (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; and (7) maintains necessary equipment and operating room facilities.

## Section 1. LOSS OF LIFE ACCIDENT INDEMNITY

When Injury results in loss of life of the Insured within three hundred five (365) days from the date of the accident, the Company will pay the Monthly Benefit less any amount paid or payable under Sections 2 and 3 of this Supplementary Contract in accordance with Benefit Period Provision given hereunder.

## Section 2. DISMEMBERMENT, LOSS OF SIGHT, HEARING, SPEECH INDEMNITY

When Injury results to the Insured in any of the following Losses within three hundred sixty five (365) days from the date of the accident, the Company will pay for the following losses in accordance with Benefit Period Provision given hereunder:

Both Hands or Both Feet or Sight of Both Eyes	
One Hand and One Foot	The Monthly Benefit
Either Hand or Foot	
and Sight of One Eye	The Monthly Benefit
Hearing of Both Ears	The Monthly Benefit
Speech	The Monthly Benefit
Either Hand or Foot	One Half the Monthly Benefit
Sight of One Eye	One Half the Monthly Benefit
Thumb and Index	·
Finger	One Quarter the Monthly Benefit

## **Section 3. PERMANENT TOTAL DISABILITY**

When, as the result of Injury and commencing within three hundred sixty five (365) days from the date of the accident, the Insured is Totally and Permanently Disabled, and such disability has continued for a period of twelve (12) consecutive months and is total, continuous and permanent at the end of this period, the Company will pay the Monthly Benefit less any other amount paid or payable under Sections 2 of this Supplementary Contract as a result of the same accident.

#### LIMITATIONS

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 "Permanent Total Disability". The monthly benefit shall not exceed the monthly benefit amount stated in the schedule of benefits

#### **BENEFIT PERIOD**

The monthly benefit under Section 2 Dismemberment, Loss of sight, Hearing, Speech indemnity or Section 3 Permanent Total Disability of this Supplementary Contract shall be paid to the Insured as long as he lives, or at least two hundred forty (240) monthly benefits. If the Insured does not survive to receive two hundred forty (240) monthly benefits, the remaining of two hundred forty (240) monthly benefits will be paid to his legal heir.

If the beneficiary has attained 18 years of age on the date of the loss occurred, the monthly benefit under Section 1 Loss of Life Accident Indemnity of this Supplementary Contract shall be paid as long as the beneficiary lives or at least two hundred forty (240) monthly benefits.

If the beneficiary does not survive to receive two hundred forty (240) monthly benefits, the monthly benefit will be paid to the estate of the beneficiary for the remainder of the two hundred forty (240) months.

When the beneficiary is a child, under eighteen (18) years of age at the date of loss, the Company will pay the monthly benefits for the period of two hundred forty (240) months to the child beneficiary through the child's legal guardian until the child attains eighteen (18) years of age. When the child beneficiary attains eighteen (18) years of age the Company will pay the monthly benefits for the remainder of the two hundred forty (240) months directly to the beneficiary.

If the child beneficiary does not survive to receive two hundred forty (240) monthly benefits, the monthly benefits will be paid to the estate of the child beneficiary for the remainder of the two hundred forty (240) months.

## **EXCEPTIONS**

In addition to the Exceptions listed in Part III of the Policy, this Supplementary Contract shall not cover and no payment shall be made with respect to:

- (1) loss caused by or resulting from bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- (2) Acquired Immune Deficiency Syndrome (AIDS)

## **EXPIRATION OF COVERAGE**

The occurrence of any specific loss for which the full Monthly Benefit is payable under this Supplementary Contract shall at once terminate all insurance under this Supplementary Contract, but such termination shall be without prejudice to any claim originating out of the accident causing such loss.

Coverage under this Supplementary Contract will expire when the Insured attains seventy (70) years of age and unearned premium will be refunded on pro-rata basis. PAP-7900 (04-2005)