

“लाइफकेयर” बीमालेख
विश्वव्यापी रक्षावरण

अमेरिकन लाइफ इन्स्योरेन्स कम्पनी (यसपछि “कम्पनी” भनिएको) ले बीमितको यस बीमालेखमा उल्लेखित अपवाद, सीमा, प्रावधान, र फारमहरूको अधिनमा रहेर रक्षावरण गरेका जोखिमहरूको बीमा गर्दछ।

यस बीमालेखले प्रदान गर्ने रक्षावरण बीमालेख लाभ अनुसूचिमा उल्लेखित लाभ योजना र/वा मृत्यु लाभको लागि सोमा उल्लेखित बीमांकको हदसम्म मात्र हुनेछ।

बीमालेख लाभ अनुसूचीमा उल्लेखित पहिलो बीमाशुल्क पूर्णरूपमा अग्रिम भुक्तानी गरिएको आधारमा यो बीमालेख जारी गरिएको छ।

कम्पनीले वा कम्पनीलाई तिर्नुपर्ने सबै रकमहरू नेपाली रुपैयामा हुनेछ, र नेपाल स्थित कम्पनीको कार्यालयमा वा कार्यालय मार्फत तिर्नु पर्ने वा भुक्तानी गरिनेछ।

यस पृष्ठ तथा यस पछिका पृष्ठहरू र यसै साथ संलग्न फारमहरूमा ब्यवस्था गरिएका लाभहरूको प्रावधान तथा शर्तहरू यसमा हस्ताक्षर गरे सरह पूर्णरूपमा यसै करारका अंग हुनेछन्।

यो बीमालेख र कम्पनीले यस्तै प्रकारको घातक विमारी लाभ(हरू) को रक्षावरण गरी जारी गरेको अन्य बीमालेख सगै वहाल रहेको भएमा जारी भई बहाल रहेका सबै बीमालेख अन्तर्गत कुललाभ भुक्तानी अधिकतम रु. ५०,००,००० भन्दा बढी हुने छैन।

कम्पनीको रजिष्ट्रारले हस्ताक्षर (countersign) नगरेसम्म यो बीमालेख मान्य हुनेछैन।

यस बीमालेखमा कम्पनीले आफ्नो छाप लगाएको र यसैसाथ संलग्न बीमालेखका लाभहरूको अनुसूचिमा उल्लेखित जारी मितिमा प्रारम्भ हुने गरी यो बीमालेख जारी गरिएको प्रमाणित गरिन्छ।

रजिष्ट्रार

**LIFECARE – POLICY
WORLD WIDE 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 of the coverage's as indicated by a Benefit Plan and/or Loss of Life benefit for the stated Face Amount in the Schedule of Benefit.

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 Nepalese Rupee shall be paid at the office of the Company in Nepal.

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.

OTHER INSURANCE WITH THE COMPANY If a like Critical Illness benefit or benefits previously issued by the Company to the Insured be in force concurrently herewith, the aggregate indemnity for the "Payment" shall not exceed Maximum of NPR 5,000,000.

THIS POLICY shall not be valid unless countersigned by a Registrar 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: _____

भाग १: परिभाषाहरु

१) “दैनिक जीवनका गतिविधिहरु” (Activities of Daily Living): भन्नालेकसैको सहयोग नलिई (क) नुहाई-धुवाई गर्न सक्ने क्षमता (ख) आफ्नो पोशाक, कृत्रिम हातखुट्टा तथा सर्जिकल उपकरणहरु लगाउन र खोल्न सक्ने क्षमता (ग) ओछ्यानबाट उठेर कुर्सी वा पांग्रे कुर्सीमा र सोबाट ओछ्यानसम्म आउन जान सक्ने क्षमता (घ) घरको एक कोठाबाट अर्को कोठामा आवत जावत गर्न सक्ने क्षमता (ङ) शौचालय जान आउन र सन्तोषजनक व्यक्तिगत सरसफाई कायम राख्न सक्ने क्षमता र (च) उपलब्ध तयारी खाना आफैले खान सक्ने क्षमतालाई सम्झनु पर्छ ।

२) “दुर्घटना” भन्नाले वाहिरी, आंखाले स्पष्ट देख्न सकिने र सांघातिक माध्यमबाट हुने आकस्मिक र अप्रत्यासित घटना सम्झनु पर्छ ।

३) “आवेदन” आवेदन भन्नाले प्रस्तावित बीमितले बीमाको लागि दिएको निवेदनलाई सम्झनु पर्दछ ।

४) “रक्षावरण लागू मिति” भन्नाले “मृत्यु लाभ” को लागि क) बीमालेख लागू मिति ख) कुनै पुनर्जागरण गरिएको भए बीमालेखको पुनर्जागरण मिति मध्ये पछिल्लो मिति सम्झनु पर्दछ ।

“रक्षावरण गरिएका घातक रोग” को लाभको लागि क) बीमालेख लागू मिति, ख) पुनर्जागरण गरिएको भए बीमालेखको पुनर्जागरण मिति मध्ये पछिल्लो मिति देखि पहिलो ६० (साठी) दिन पछिको मितिलाई बुझाउनेछ ।

५) “रक्षावरण गरिएको घातक रोग” भन्नाले यस बीमालेखमा उल्लेखित लाभ योजनामा सूचीकृत तथा परिभाषित गरिएका रोगहरुको रोग निदान भएको रोग वा अवस्थालाई जनाउनेछ ।

६) “रोग निदान (Diagnosis) वा निदान भएको (Diagnosed)” भन्नाले यस बीमालेखमा उल्लेखित सम्बन्धित घातक रोगको लागि निश्चित गरिएको प्रमाणको आधारमा वा कम्पनीलाई स्वीकार्य हुने विकिरण शास्त्रीय (Radiological), रोगलक्षण (Clinical), तन्तुशास्त्रीय (Histological) वा प्रयोगशाला (laboratory) प्रमाणका आधारमा चिकित्सकद्वारा गरिएको अन्तिम रोग निदानलाई बुझाउनेछ । यसरी गरिएको रोग निदान कम्पनीको मेडिकल निर्देशकद्वारा समर्थन गरिएको हुनुपर्नेछ । बीमितले बुझाएको मेडिकल प्रमाण वा निजले आवश्यक ठानेका अन्य कुनै अतिरिक्त प्रमाणका आधारमा कम्पनीको मेडिकल निर्देशकले आफ्नो राय दिन सक्नेछन् ।

रोग निदानको उपयुक्तता वा सत्यता सम्बन्धमा विवाद वा असहमति देखापरेमा सम्बन्धित बीमित वा त्यस्तो रोग निदानको लागि प्रयोग भएको प्रमाणको परीक्षण गराउन सक्ने अधिकार कम्पनीलाई हुनेछ । यस्तो परीक्षण कम्पनीद्वारा छनौट गरिएको सम्बन्धित औषधी क्षेत्रमा कार्यरत स्वतन्त्र, ख्यतिप्राप्त विशेषज्ञद्वारा गरिनेछ, र त्यस्तो निदान सम्बन्धमा त्यस्तो विशेषज्ञको रायलाई बीमित तथा कम्पनी दुबैलाई मान्य हुनेछ ।

७) “बीमांक” भन्नाले बीमा लाभ अनुसूचीमा सम्बन्धित लाभको रक्षावरणको लागि उल्लेख गरिएको रकमलाई जनाउनेछ ।

८) “अस्पताल” भन्नाले नेपालको प्रचलित कानून वमोजिम अस्पतालको इजाजतप्राप्त गरेको निकायलाई जनाउने छ ।

९) “घाउचोट” भन्नाले यो बीमालेख लागू रहेको अवधिमा दुर्घटनाको करणबाट बीमितलाई लागेको शारिरीक चोटपटकलाई सम्झनु पर्छ, जुन घाउचोट बीमा दावीको आधार हुन्छ ।

१०) “बीमित” भन्नाले यो बीमालेख अन्तर्गत बीमा गरिएको व्यक्तिलाई बुझाउने छ ।

११) “मृत्यु लाभ” भन्नाले बीमालेख प्रारम्भ मिति पश्चात बीमा बहाल रहेको अवधि भित्र बीमितको मृत्यु भएमा बीमालेख लाभ अनुसूचिमा उल्लेखित बीमांक रकम यस बीमालेखको प्रावधान र शर्तहरुको अधिनमा रही भुक्तानी गरिने रकमलाई जनाउनेछ ।

१२) “चिकित्सक” भन्नाले आवेदनमा उल्लेखित बीमित, बीमितको नातेदार, रोजगारदाता वा कामदार बाहेकको औषधी उपचार र / वा शल्यक्रिया गर्न कानूनी रूपमा इजाजतप्राप्त व्यक्तिलाई बुझाउनेछ ।

१३) “बीमालेख लागू हुने मिति” भन्नाले बीमालेख लाभ अनुसूचीमा उल्लेख गरिएको मितिको मध्यरात १२:०१ मिनेटलाई बुझाउनेछ ।

PART I DEFINITIONS

1. **"Activities of Daily Living"** in this Policy shall have the following meanings: a) the ability to wash in the bath or shower; b) the ability to put on, take off all garments, braces, artificial limbs or other surgical appliances; c) the ability to move from a bed to an upright chair or wheelchair and vice versa; d) the ability to move from room to room on level surfaces; f) the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene; g) the ability to feed oneself once food has been prepared and made available.
2. **"Accident"** means a bodily injury, which can be seen by the eyes, and was sudden and fortuitous incident.
3. **"Application"** means the application for insurance submitted by the proposed insured.
4. **"Coverage Commencement Date"** means for "Loss of Life" benefit after : (a) the Policy Effective date; (b) the date of reinstatement of the Policy in case of any reinstatement, whichever is later.
For "Covered critical Illness" benefit sixty (60) days after: (a) the Policy Effective date; (b) the date of reinstatement of the Policy in case of any reinstatement, whichever is later.
5. **"Covered Critical Illness"** means the illnesses as listed and defined in the **Benefit Plan**, which is diagnosed or as stated therein.
6. **"Diagnosis" or "Diagnosed"** means the definitive diagnosis made by a physician, 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/consultant who may base his opinion on the medical evidence submitted by the Insured 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 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 and the Company.
7. **"Face Amount"** means the coverage amount stated in the Schedule of Benefits as respects to benefit.
8. **"Hospital"** means an establishment, which holds a license as hospital as per prevailing law of Nepal.
9. **"Injury"** means accidental bodily injury occurring while this Policy is in force as to an insured person whose injury is the basis of claim.
10. **"Insured"** means the person who is insured for the losses covered under this policy.
11. **"Loss of Life Benefit"** means if the insured named in this policy dies after the coverage commencement date and while the policy is in force, the Face Amount as respect to benefit in schedule of benefit will be paid as per the terms and conditions of this policy.
12. **"Physician"** means a person legally licensed to practice medicine and/or surgery other than the Insured or a relative to the Insured or employer / employee of the Insured.
13. **"Policy Effective Date"** means the date when this Policy takes effect. This date is stated on the Policy schedule of Benefits. All periods of insurance shall begin at Nepali Time 12:01 A.M.

१४)“पूर्व विद्यमान अवस्था” भन्नाले आवेदन वा स्वास्थ्य विवरणमा घोषणा गरिएको वा नगरिएको भए पनि रक्षावरण लागू मिति भन्दा अगाडि जुनसुकै समयमा रोग पत्ता लागेको, औषधोपचार गरिएको वा जसका लागि चिकित्सकीय सल्लाह लिईएको वा कुनै अस्वस्थता वा रोगको लक्षण विद्यमान रहेको र सोको वीमितलाई विवेकसंगत ज्ञान भएका शारिरिक अवस्थालाई बुझाउनेछ ।

१५)“बीमालेख लाभ अनुसूची” भन्नाले यस बीमालेखको अभिन्न अंगको रूपमा रहेको यसै साथ संलग्न बीमालेख लाभहरूको अनुसूचीलाई बुझाउनेछ ।

१६)“लाभ योजना” भन्नाले रक्षावरण गरिएको घातक रोगहरूको सूचि, त्यसको परिभाषा र निदानको आवश्यकता समेतलाई जानउनेछ र वीमित रक्षावरण गरिएका घातक रोगहरूबाट रक्षावरण लागू मिति पछि यो बीमालेखको अवधि भित्र पिडित भएमा बीमालेख लाभ अनुसूचिमा उल्लेखित बीमांक रकम यस बीमालेखमा उल्लेखित प्रावधान र शर्तहरूको अधिनमा रही भुक्तानी गरिने छ ।

भाग-२ सामान्य अपवादहरू

यस बीमालेखले निम्न जोखिमको रक्षावरण गर्ने छैन :

१) निम्न कारण वा सो को परिणाम स्वरुप हुने क्षति :

क) जानाजान आफैबाट गराइएको चोटपटक, बीमालेख लागू मितिले दुई वर्ष भित्र होशमा भई वा नभई गरिएको आत्महत्या वा आत्मघात गरेमा,

ख) युद्ध, अतिक्रमण, वैदेशिक सैन्य कारवाही, वैमनस्यता अथवा घोषित वा अघोषित युद्ध, युद्ध जस्तै कार्यवाही, सैन्य विद्रोह, हुलदंगा, हडताल, गृहयुद्ध, राजद्रोह, क्रान्ति, विप्लव, नागरिक वा जंगी ऐन भंग गरेमा, आतंककारी गतिविधि, गोलाबारुद आक्रमण, धराप र यस्तै प्रकृतिका सम्पूर्ण गतिविधिहरूमा संलग्न रहेको अवस्था,

ग) वीमित युद्धको वेला कुनै पनि देशको सशस्त्र फौजि सेवामा सेवारत रहेको अवधि,

घ) जानकारीमा आएको जन्मजात विकृतिहरू र सो बाट वा सोको परिणाम स्वरुप उत्पन्न जटिलता,

ङ) डगस् वा मादक पदार्थको दुर्व्यसनी,

च) नेपालको सम्पत्ति शुद्धिकरण निवारण ऐन, नियम र यसका निर्देशिकाले बन्देज गरेका वा निशेध गरेमा बीमकले कुनैपनि रक्षावरण वा कुनैपनि दावी भुक्तानी वा कुनैपनि लाभ प्रदान गर्ने छैन ।

छ) पूर्व विद्यमान अवस्था ।

२) **लाभ योजनामा** परिभाषा गरे वमोजिमको रक्षावरण गरिएको घातक विमारी वाहेकका अन्य फरक कुनै पनि रोग वा अवस्था,

३) अवसरवादी संक्रमण (opportunistic infection) वा malignant neoplasm वा अन्य कुनै विमारीको अवस्थामा रक्षावरण गरिएको घातक रोगको दावी गर्दा यदि दावीको समयमा वीमित एड्स (AIDS – Acquired Immune Deficiency Syndrome), एड्ससंग सम्बन्धित जटिलता (ARC – AIDS Related Complex) अथवा एच आइ भि (HIV- Human Immune Virus) संक्रमण भएको भनी निदान (Diagnosed) भएको पाइएमा त्यस्तो कारणबाट भएको कुनै दावी ।

४) निम्न कारण वा सो को परिणाम स्वरुप हुने क्षति:

क) वीमित यस बीमालेखको भाग ३ मा उल्लेखित उडान रक्षावरणमा निर्दिष्ट गरिएको भन्दा वाहेक अन्य कुनै वायुयान वा वायुउडान उपकरणमा उडान गर्दा,

ख) वीमित जमिन, वायु वा समुन्द्रमा हुने होडवाजी, दौड, प्रतिस्पर्धा, प्रतियोगितामा भाग लिंदा, वा पर्वतारोहण, गुफा पस्ने (pot holing) , paragliding , bungee jumping, प्यारासुटिङ्ग वा Scuba diving जस्ता शोख संग सम्बन्धित कुनै पनि खेलमा भाग लिंदाको अवस्थामा,

कम्पनीको कुनै पनि दायित्व निक्कौल गर्दा आवश्यक परेमा यस बीमालेख अर्न्तगत दावी गरिएको क्षति कुनैपनि किसिमले अपवादहरूमा उल्लेखित भएको अवस्था वा कारणबाट नभएको प्रमाण पेश गर्न अनुरोध गर्न सक्नेछ ।

भाग-३ - उडान रक्षावरण

उडान रक्षावरण वीमित चालक, चालक दलको सदस्य नभई पूर्णरूपमा यात्रुको रूपमा निम्न किसिमको वायुयानमा रहदा, चढ्दा वा अवतरण गर्दा हुने क्षति सम्ममात्र सिमित रहनेछ :

१. मान्यताप्राप्त हवाई सेवाद्वारा सञ्चालित मार्गमा उडान गर्दा वाहेक अन्य उडान वा

२. विश्वको अन्य कुनै देशको मान्यता प्राप्त सरकारद्वारा नियमानुसार गठित निकायद्वारा संचालित यस्तै प्रकारको वायु यातायात सेवा ।

14. **"Pre-existing Condition"** 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 the coverage commencement date that the insured was aware of; whether declared or undeclared in the Application or in the health statement.
15. **"Schedule of Benefits"** means the Schedule of Benefits which is attached hereto and which form a part of this Policy.
16. **"Benefit Plan"** means list of covered critical illness and their definition & diagnosis requirement, If the insured named suffers from covered critical illness after the coverage commencement date and while the policy is in force, the Face Amount as stated against benefit plan in schedule of benefit will be paid as per the terms and conditions of this policy.

PART II – GENERAL EXCEPTIONS

This policy 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 within two (2) years from Policy Effective Date;
 - 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; violation of civil or military act/code ; terrorism act, shelling, sniping, ambushes, and all acts of similar nature;
 - c) Any period a named Insured is serving in the Armed Forces of any country during war;
 - d) Known Congenital anomalies and conditions arising out of or resulting there from;
 - e) Willful misuse of drugs or alcohol;
 - f) The Insurer shall not be deemed to provide any coverage or liable to pay any claim or provide any benefit that is restricted by Anti Money Laundering Act, Rules and its directives of Nepal.
 - g) Pre-Existing Condition.
2. Any critical Illness other than a Diagnosis of Covered Critical Illness as defined in the Benefit Plan;
3. Any covered critical Illness claim caused by an opportunistic infection or malignant neoplasm, or any other sickness condition, if, at the time of the claim, the Insured had been diagnosed as having AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or having an antibody positive blood test to HIV (Human Immune Virus.)
4. Any Loss caused by or resulting from:
 - a) The Insured is flying in any aircraft or device for aerial navigation except as specifically provided in Part III-Flying Coverage;
 - b) The Insured 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 shall, if so required, and as condition precedent to any liability of the Company, request information pertaining to that the loss did not in any way arise under or through any of the excepted circumstances or causes under this policy.

PART III- FLYING COVERAGE

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

1. Certified passenger aircraft provided by a commercial airline on any regular flight or
2. Any transport type aircraft operated by governmental authority of the recognized government of any nation anywhere in the world.

भाग ४ - सामान्य प्रावधान

१) सम्पूर्ण करार तथा परिवर्तनहरु :यो बीमालेखको आवेदन फारम, बीमालेख लाभ अनुसूची, लाभ योजना र सम्पूष्ण यदि कुनै भए, समेतवाट सम्पूर्ण बीमा करार बन्दछ । यस बीमालेखमा गरिने कुनै पनि परिवर्तन कम्पनीको अधिकृतद्वारा स्वीकृत नगरेसम्म मान्य हुनेछैन ।

२) प्रतिफल : यो बीमालेख आवेदनमा गरिएको घोषणाहरु र बीमालेख लाभ अनुसूचीमा उल्लेखित बीमा शुल्कको अग्रिम भुक्तानीको प्रतिफल स्वरुप जारी गरिएको छ ।

कम्पनीद्वारा जोखिम स्वीकृत गर्न असर पार्ने खालको कुनै कुरा बीमितद्वारा लुकाईएको वा घोषणामा भुङ्गा विवरण दिईएको पाइएमा यो बीमालेख शुरु मिति देखि नै बदर भएको मानिनेछ ।

३) नवीकरणका शर्तहरु : यो बीमालेख कम्पनीको सहमतिमा तोके अनुसारको कुल बीमाशुल्क अग्रिम भुक्तानी गरि नवीकरण गर्न सकिनेछ । नवीकरण नगरिएमा यो बीमालेख मोहलतको अवधिको अधिनमा रही जुन अवधिको लागि बीमाशुल्क भुक्तानी गरिएको हो सो अवधि समाप्त हुने मितिमा अन्त्य हुनेछ ।

४) मोहलतको अवधि :बीमाशुल्क भुक्तानी गर्न एकतिस (३१) दिनको मोहलत दिइने छ । मोहलत अवधिमा पनि बीमाशुल्क भुक्तानी नभएमा बीमालेख स्वतः व्यतित् हुनेछ र त्यस्तो व्यतित् बीमालेखमा कम्पनीको कुनै दायित्व रहनेछैन । तर, यदी मोहलतको अवधि भित्र कुनै क्षति भएमा त्यस बेला भुक्तानी गर्न बक्यौता रहेको बीमाशुल्क दावी पछ्यौट गर्दा घटाइनेछ ।

५) पुनर्जागरण: व्यतित् भएको बीमालेख व्यतित् भएको मितिले नब्बे (९०) दिन भित्र लिखित अनुरोध तथा बीमा योग्यताको प्रमाण सहित बीमाशुल्क भुक्तानी गरी बीमालेख पुनर्जागरण गर्न सकिनेछ।

यस्तो पुनर्जागरणले बीमालेख पुनर्जागरण भएको मितिवाट साठी (६०) दिन पछि सुरु हुने रक्षावरण गरिएको घातक रोगलाई रक्षावरण गर्नेछ ।

६) रद्द :क) :कम्पनी वा बीमितले कुनै पनि समयमा अग्रिम लिखित सूचना दिई वा पछिल्लो ठेगानामा सूचना पठाई त्यस्तो सूचना पठाएको मितिले कम्तीमा १५ दिन पछि देखि बीमालेख रद्द गर्न सक्नेछ । यसरी बीमालेख रद्द गरिएमा आर्जन नभएको बीमाशुल्क कम्पनीले बीमितलाई फिर्ता गर्नेछ ।

ख)अमेरिकन लाइफ इन्स्योरेन्स कम्पनी, नेपाल शाखालाई लागू हुने नेपाल वा अन्य कुनै देशको प्रचलित कानूनको उद्देश्यका लागि आवश्यक परेको खण्डमा बीमितले निजको अमेरिकी वा गैर अमेरिकी हैसियत (US or Non –US Status) सम्बन्धी उपयुक्त प्रमाणहरु कम्पनीलाई उपलब्ध नगराएमा कम्पनीले यो बीमा करार रद्द गर्न सक्नेछ । विशिष्ट रुपमा नेपालको प्रचलित कानूनले बीमालेख खातावाट रकम भुक्तानी रोक्का राख्न निषेध गरेको वा खाताको विवरण पठाउन निषेध गरेको र त्यस्तो स्थानीय कानूनवाट छुट माफि प्राप्त गर्न नसकिने अवस्थामा कम्पनीले त्यसरी करार रद्द भएको मितिले (१५) दिन भित्र निजको बीमालेखको चुक्ता मूल्य प्रदान गरी खाता बन्द गर्न सक्नेछ ।

बीमितद्वारा भुङ्गा विवरण दिइएको वा जालसाजी गरिएको अवस्थामा यो बीमालेख लागू मितिदेखि नै प्रभाव शून्य र बदर हुनेछ ।

७) उमेर: यस विमालेखको लागि आवेदन दिंदाको समयमा प्रस्तावित बीमितको उमेर १८ वर्ष देखि ६० वर्ष सम्मको हुनु पर्ने छ । यदि बीमितले उमेर घटी उल्लेख गरेमा भुक्तानी गरिएको बीमाशुल्क अनुसार बीमितको सहि उमेरको आधारमा बीमांक निर्धारण गरिनेछ । बीमितको उमेर बढी उल्लेख भएको अवस्थामा, भुक्तानी गरिएको बढी बीमाशुल्क कम्पनीले फिर्ता गर्नेछ । यदि सही उमेर अनुसार यस बीमालेख अर्न्तगत प्रदान गरिने रक्षावरण बीमितलाई लागू हुन नसक्ने भएमा, वा बीमाशुल्क(हरु) स्वीकार गर्नु भन्दा अगावै समाप्त हुने भएमा कम्पनीको दायित्व बीमित रक्षावरणको लागि योग्य नभएको अवधिको लागि भुक्तानी गरिएको सबै बीमाशुल्कहरु निजको लिखित अनुरोधमा फिर्ता गर्नेसम्म मात्र सिमित रहनेछ ।

८) दाबीको सूचना: कम्पनीलाई तत्काल वा तत्पश्चात सम्भव भएसम्म जतिसक्दो चाँडो लिखित सूचना दिनुपर्नेछ । घातक रोगको दाबी बीमित जीवित छदै गर्नु पर्ने छ । बीमित वा बीमितको तर्फवाट कम्पनी वा कम्पनीको कुनै अधिकार प्राप्त अधिकृतलाई बीमितको पूर्ण पहिचान हुन सक्ने विवरण सहित दिइएको सूचना कम्पनीलाई दिएको सूचना सरह मानिनेछ ।

PART IV - GENERAL PROVISIONS

1. **ENTIRE CONTRACT-CHANGES:** This Policy, together with the Schedule of Benefits, Application, Benefit Plan/endorsement if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an officer of the Company.
2. **CONSIDERATION:** This Policy 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 Schedule of Benefit.
Concealment of facts or false statement in the declarations made by the Insured which affect the acceptance of risk by the Company shall invalidate the Policy from its inception.
3. **RENEWAL CONDITIONS:** This Policy may be renewed with the consent of the company by the payment in advance of the total premium specified by the Company. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid, subject to the "Grace Period".
4. **GRACE PERIOD:** A grace period of thirty one (31) days will be granted for the payment of due premium .However, if loss occurs within the Grace period, any premium then due and unpaid will be deducted in settlement.
5. **REINSTATEMENT:** The Policy may be reinstated within ninety (90) days after the due date of the premium in default subject to a written application for reinstatement and production of evidence of insurability satisfactory to the Company.
Such reinstatement shall only cover a Covered Critical Illness, occurring more than sixty (60) days after the date of reinstatement.
6. **CANCELLATION:** a) Company or the Insured may cancel benefit/s at any time by written notice mailed to the last address 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.
b) The company can terminate this insurance contract in the event that the insured is not providing the appropriate proofs related to US or non-US status when required for the purpose under the prevailing laws of Nepal or any other country applicable to American Life Insurance Company Nepal Branch. In particular, in the event that prevailing laws of Nepal prohibits withholding of payments to the account or prohibits to forward the details of the account, and not in the position to obtain the waiver of such local laws the insurer will pay the Paid-Up Value of the policy within 15 days from the date of cancelling the contract and closes the account.

This Policy shall become null and void from its Effective Date in case of misrepresentation or fraud by the Insured.
7. **Age:** The eligible age of insured shall be 18 to 60 years as of nearest birthday Policy Shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured has been overstated, the Company will refund the excess premium paid. If according to the correct age of the Insured, the coverage provided by this 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.
8. **NOTICE OF CLAIM:** In the event of claim, immediate notice in writing must be given to the Company or as soon as thereafter as is reasonably possible. The insured should be living at the time of diagnosis of critical illness. A written claim notice provided to the designated officer of the company, with valid identification of insured, by the insured or representative of insured shall deemed to be notice for claim provided to the company.

९) क्षतिको प्रमाण: दावीको सूचना प्राप्त गरेपछि, कम्पनीले दावीकर्तालाई जीवनको क्षति र घातक रोग वा शल्यक्रिया क्षतिको प्रमाण प्रस्तुत गर्ने फारम उपलब्ध गराउनेछ ।

कुनै दावी यसमा माथि परिभाषा गरिए अनुसार Fulminant Viral Hepatitis वा Cancer (अर्बुद रोग) मा आधारित भएमा, कम्पनीलाई यस्तो रक्षावरण गरिएको घातक रोगको प्रमाण स्वीकार गर्नु भन्दा अगाडि शर्तको रूपमा एच.आइ.भी.समेत पत्ता लगाउने गरि बीमितको रगत परीक्षण माग गर्ने अधिकार हुनेछ ।

१०) दावी फारामहरु: दावीको सूचना प्राप्त भएपछि, कम्पनीले दावीकर्तालाई क्षतिको प्रमाण पेश गर्न आवश्यक पर्ने फारामहरु उपलब्ध गराउने छ ।

११) क्षतिको प्रमाण बुझाउने म्याद : पूर्णरूपमा भरिएको दावी फारामहरु र कम्पनीले माग गरे अनुसारको चिकित्सकीय प्रमाण सहित मृत्यु वा घातक रोग निदान वा शल्यक्रियाको लिखित प्रमाण, त्यस्तो मृत्यु वा घातक रोग निदान वा शल्यक्रिया सम्पन्न भएको तीस (३०) दिनभित्र कम्पनीमा पेश गर्नुपर्नेछ ।

तोकिएको म्याद भित्र प्रमाण पेश गर्न सम्भव नभएको कारणले त्यस्तो प्रमाण बुझाउन नसकेमा दावी बढेर हुने वा घट्ने छैन । तर त्यस्तो प्रमाण मनासिब तवरले सम्भव हुनासाथ तत्कालै पेश गर्नुपर्नेछ । तर क्षति भएको समयको एक वर्ष पछि, बुझाइने प्रमाण स्वीकार गरिने छैन ।

१२) दावीको भुक्तानी अवधि : कम्पनीलाई मान्य हुने क्षतिको उपयुक्त लिखित प्रमाणहरु प्राप्त भएमा यस बीमालेख अन्तर्गत भुक्तानी योग्य क्षतिपूर्ति तत्काल भुक्तान दिइनेछ ।

१३) लाभहरु कसलाई भुक्तान हुने : जीवित भएमा बीमित स्वयं सो नभए बीमितले इच्छाएको व्यक्ति वा बीमा ऐन २०४९ को दफा ३८ मा लेखिए बमोजिमको क्रममा रहेका बीमितका आश्रितले भुक्तानी पाउनेछन् ।

१४) मेडिकल जाँच : यस बीमालेख अन्तर्गत कुनै दावी विचाराधीन रहेको अवस्थामा कम्पनीले आफ्नै खर्चमा बीमितलाई आवश्यकता अनुसार पटक-पटक मेडिकल जाँच गराउने र थप प्रमाण जुटाउने अधिकार हुनेछ, र बीमितको मृत्यु भएमा कानूनले निषेध नगरेको अवस्थामा शव परीक्षण समेत गराउन सक्नेछ ।

१५) बीमालेखको अन्त्य : यो बीमालेख देहायको अवस्थामा स्वतः अन्त्य भएको मानिने छ । क) बीमालेखको अवधि समाप्त भएको मितिको मध्यरातको १२:०० वजे पछि, ख) बीमितको उमेर ८० वर्ष पुगे पछिको बीमालेख वार्षिकोत्सव मितिमा, ग) बीमितको मृत्यु भएमा वा मृत्युलाभ भुक्तानी गरिएमा, घ) यस बीमालेख अन्तर्गतको लाभ योजना १ वा २ बमोजिमको शतप्रतिशत बीमांक रकम भुक्तान गरिएमा उक्त लाभयोजना अन्त्य हुनेछ ।

बीमालेख यसरी अन्त्य हुँदा बीमालेख समाप्त अगाडि उत्पन्न कुनै पनि दावी प्रति पूर्वाग्रही हुनेछैन । यस बीमालेख अन्त्य पछि भुक्तानी गरिएको अथवा स्वीकार गरिएको कुनै बीमाशुल्कले कुनैपनि दायित्व सृजना गर्ने छैन, तर कम्पनीले त्यस्तो बीमाशुल्क फिर्ता गर्नेछ ।

१६) इच्छाईएको व्यक्ति परिवर्तन: कम्पनीको सहमति र अनुमोदन पश्चात यस बीमालेख अन्तर्गत इच्छाईएको व्यक्ति परिवर्तन गर्न सकिने छ ।

१७) कानूनको पालना: बीमालेख लागू मितिमा यस बीमालेखको कुनै पनि प्रावधान नेपालको कानूनसंग बाझिएमा, बाझिएको हदसम्म प्रचलित कानूनको न्यूनतम मापदण्ड बमोजिम हुने गरी संशोधन हुनेछ ।

१८) कानूनी कारवाही : यस बीमालेख अन्तर्गत कुनै पनि विवाद परेमा बीमा ऐन, २०४९ को अधीनमा रही हुनेछ ।

१९) बीमालेख प्रावधानहरुको पालना: बीमितले यस बीमालेखका कुनै पनि प्रावधानहरु जानाजान पालना नगरेमा यस अन्तर्गतका सबै दावीहरु बढेर हुने छन् ।

२०) असहभागिता : यस बीमालेखको समर्पण मूल्य वा चुक्ता मूल्य हुनेछैन र यो बीमालेख कम्पनीको मुनाफा वा बचतमा सहभागी हुनेछैन ।

- 9. PROOF OF LOSS:** The Company, upon receipt of a notice of claim, will furnish to the claimant forms for filing proof of Loss of Life and Critical Illness or Surgery.
Where a claim is based upon Fulminant Viral Hepatitis or Cancer as defined herein, the Company shall be entitled to require the Insured to undergo a blood test including a test for the detection of any HIV.
- 10. Claim Forms:** The Company, will furnish to the claimant such forms as are usually required by the company for filling proofs of loss.
- 11. TIME FOR FILING PROOF OF LOSS:** Completed claim forms and written proof of Loss of Life, Critical Illness or Surgery must be furnished to the Company within thirty (30) days after the Death or 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 of loss occurred.
- 12. TIME OF PAYMENT OF CLAIM:** Indemnities payable under this policy will be paid upon receipt of due written proof of such loss, satisfactory to the Company.
- 13. TO WHOM INDEMNITIES ARE PAYABLE:** All indemnities of this policy are payable to the Insured, if living, otherwise to the beneficiary (ies) designated under this Policy, or to legal heir of the insured as per section 38 of the Insurance Act 2049.
- 14. MEDICAL EXAMINATION:** The Company at its own expense shall have the right to require additional proof and to examine the person of the insured 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.
- 15. TERMINATION OF THE POLICY:** The coverage under this Policy shall automatically terminate on the earliest of the following dates:
(a) All period of insurance shall end at 12:00 AM on the policy end date;
(b) On the Policy Anniversary Date of this Policy immediately following the Eightieth (80th) birthday of the Insured;
(c) Death of the Insured or payment under loss of life benefit;
(d) The payment of 100 % "Face Amount" under Benefit Plan 1 or 2 will end coverage under the stated Benefit Plan.
- Termination of this Policy shall be without prejudice to any claim arising prior to such termination. The payment to or acceptance of any premium hereunder subsequent to termination of this Policy shall not create any liability but the Company shall refund any such premium.
- 16. 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.
- 17. CONFORMITY WITH COUNTRY STATUTES:** Any provision of this Policy, which, on its effective date, is in conflict with the statutes of Nepal, is hereby amended to conform to the minimum requirements of such statutes.
- 18. LEGAL ACTION:** Legal Action will comply subject to Insurance Act 2049 of Nepal.
- 19. Compliance with Policy Provisions:** if the Insured intentionally fails to comply with any of provisions contained in this policy shall invalidate all claims hereunder.
- 20. NON-PARTICIPATION:** This Policy has no surrender value or paid-up value, and does not participate in the profits or surplus of the Company.

लाभ योजना –१ (Benefit Plan-1)

यस बीमालेखका शर्तहरू र प्रावधानहरूको अधिनमा रहि, तल परिभाषित रक्षावरण गरिएका घातक रोगबाट बीमित पीडित भएमा र तल उल्लेख गरे बमोजिम रोग निदान भएमा, कम्पनीले बीमालेख लाभ अनुसूचीमा उल्लेख गरिएको बीमांक वा बीमांकको ३५ प्रतिशतमा रकम भुक्तानी गर्नेछ ।

जतिसुकै पटक बीमा दावी गरे पनि कम्पनीले भुक्तानी गर्ने अधिकतम रकम बीमालेख लाभ अनुसूचीमा उल्लेखित बीमांकको शतप्रतिशत रकम भन्दा बढी हुने छैन ।

घातक रोगको परिभाषा र निदानका शर्तहरू (Definition and Diagnostic Requirement of Covered Critical Illness)

1. **"Female Cancer"** shall mean a histologically confirmed invasive primary malignant tumour of the female breast, cervix uteri, uterus, four fallopian tube, ovary or vagina/vulva, Placenta. Tumours classified as Carcinoma-In-Situ and tumours that are a recurrence or metastasis of a tumour that first occurred prior to the coverage commencement date are excluded from this definition.

100% of the face amount shall be paid in case of insured suffering from Female Cancer.

2. **"Female Carcinoma-In-Situ"** shall mean a focal autonomous new growth of carcinomatous cells which has not yet resulted in the Invasion of normal tissues. 'Invasion' shall mean an infiltration and/or active destruction of tissue or surrounding tissue. The disease of Female Carcinoma-In-Situ covered by this Policy is limited ONLY to the breast, cervix uteri, uterus, ovary, fallopian tube and vagina/vulva, Placenta. The Diagnosis of Female Carcinoma-In-Situ must always be positively diagnosed upon the basis of a microscopic examination of fixed tissue whilst in the case of cervix uteri, it must be additionally supported by a cone biopsy. Pap smear result is considered as preliminary diagnosis and must be confirmed with biopsy result before the claim is entitled. Clinical diagnosis does not meet this standard.

In addition, the benefit is only provided when the Insured is admitted in a Hospital as an In-patient for treatment of Carcinoma-In-Situ with surgery being done during the hospital stay. This benefit is payable one (1) time only during the life of the Policy and shall automatically cease upon such payment, regardless of the number of Female Carcinoma-In-Situ suffered by the Insured. 35 % of the Face Amount shall be paid in case of insured is suffering from Female Carcinoma-In-Situ

3. **"Systemic Lupus Erythematosus (S.L.E) with Lupus Nephritis"** shall mean an autoimmune illness in which tissues and cells are damaged by deposition of pathogenic autoantibodies and immune complexes. The Diagnosis of S.L.E with Lupus Nephritis will be based on the following conditions:

i. Clinically there must be at least four (4) out of the following presentations suggested by - The American College of Rheumatology:

1. Malar rash;
2. Discoid rash;
3. Photosensitivity;
4. Oral ulcers;
5. Arthritis;
6. Serositis ;
7. Renal Disorder;
8. Leukopenia(<4,000/ μ L), or Lymphopenia (<1,500/ μ L) Haemolytic anaemia, or Thrombocytopenia(<100,000/ μ L);

9. Neurological disorder; AND

ii. Two (2) or more of the following tests being positive:

1. Anti-nuclear Antibodies
2. LE. Cells-Anti-dsDNA
3. Anti-Sm (Smith IgG Autoantibodies); AND
4. There is lupus nephritis causing impaired renal function with a creatinine clearance rate of 30ml per minute or less.

100 % of the Face Amount shall be paid in case of insured is suffering from first Systemic Lupus Erythematosus (S.L.E) with Lupus Nephritis causing Permanent Inability of the Insured to independently perform at least three (3) Activities of Daily Living as defined herein subject to the Company's receipt and approval of such Diagnosis from pertinent medical records.

4. **"Skin Grafting due to Burns"** The undergoing of skin grafting due to accidental burning (3rd degree) affecting at least 10% of the body surface area as measured by the Lund and Browder Body surface Chart. Correction of facial disfigurement is excluded. The surgery must, in the opinion of the Company's medical adviser, be deemed medically necessary.

The company shall reimburse the actual skin grafting expenses charge up to 35% of the Face Amount shall be paid in case of insured is in need of Skin Grafting due to burns. The coverage commencement date for skin grafting due to burns 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.

5. **"Skin Grafting due to Skin Cancer"** The undergoing of skin grafting due to the removal of malignant skin cancer. A malignant tumors is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This excludes non-invasive cancers in situ and tumors in the presence of any Human Immuno deficiency Virus. The cancer must be confirmed by histological evidence of malignancy by a qualified Pathologist. Metastatic skin cancer is excluded. Skin Melanomas with less than 1.5mm Breslow thickness or less than Clark 3 are excluded.

The company shall reimburse the actual skin grafting expenses charge up to 35% of the Face Amount shall be paid in case of insured is in need of Skin Grafting due to skin cancer.

6. **"Facial Reconstructive Surgery due to Accident"**. The actual undergoing of plastic or reconstructive surgery (restoration or reconstruction of the shape and appearance of facial structures above the neck which are defective, missing, damaged) which, in the opinion of the Company's medical advisor, is deemed medically necessary for the treatment of facial disfigurement being a direct result of an accident requiring inpatient treatment and subsequently the performance of such surgery. Facial/neck disfigurement as a result of an accident occurring before the Issue date or any reinstatement date of the Supplementary Contract, whichever is the later, is excluded. Cosmetic facial surgery is excluded.

The company shall reimburse the actual surgical expenses charge up to 35% of the Face Amount shall be paid in case of insured is suffering from Facial Reconstructive Surgery due to Accident. The coverage commencement date for facial reconstructive surgery due to accident is 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.

Where a claim is based upon Cancer as defined herein, the Company shall be entitled to require the Insured to undergo a blood test including a test for the detection of any HIV.

लाभ योजना- २ (Benefit Plan-2)

यस बीमालेखमा दिएका शर्त र प्रावधानहरूको अधिनमा रहि, तल परिभाषित रक्षावरण गरिएका घातक रोगबाट बीमित पीडित भएमा र तल उल्लेख गरे बमोजिम रोग निदान भएमा, कम्पनीले लाभ अनुसूचीमा उल्लेख गरिएको बीमांक रकम भुक्तानी गर्नेछ। जतिसुकै पटक बीमा दावी गरे पनि कम्पनीले भुक्तानी गर्ने अधिकतम रकम बीमा लेख लाभ अनुसूचीमा उल्लेखित बीमांकको शतप्रतिशत रकम भन्दा बढी हुने छैन।

घातक रोगको परिभाषा र निदानका शर्तहरू -Definition and Diagnostic Requirement of Covered Critical Illness)

1. **"Major Cancers"** which is a Malignant Tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- Tumors showing the malignant changes of carcinoma-in-situ and tumors which are histologically described as pre –malignant or non invasive , included but not limited to: Carcinoma-in-situ of the breasts, cervical dysplasia, CIN-1, CIN-2, CIN-3;
- Hyperkeratoses, basal cell and squamous skin cancers, and melanomas of less than 1.5mm Breslow thickness, or less Clark Level 3, unless there is evidence of metastases;
- Prostate cancer histologically described as TNM classification T1a or T1b or prostate cancers of another equivalent or lesser classification, T1N0M0 papillary micro-carcinoma of the bladder, and chronic lymphocytic leukemia less than Rai stage 3; and
- All tumors in the presence of HIV

2. **"Stroke"** A cerebrovascular incident including infraction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This diagnosis must be supported by all of the following conditions:

- Evidence of permanent neurological damage confirmed by a neurologist at least 6 weeks after the event; and
- Findings on Magnetic Resonance Imaging computerised tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.
- The following are excluded:
 - a) Transient Ischemic Attacks;
 - b) Brain damage due to an injury, infection, vacuities, and inflammatory diseases;
 - c) Vascular disease affecting the eye or optic nerve; and
 - d) Ischemic disorders of the vestibular system.

3. **"Heart Attack"** Death of a portion of the heart muscle as a result of inadequate cardiac blood supply to the relevant area. This diagnosis must be supported by three or more of the following five criteria which are consistent with a new heart attack:

- a) History of typical chest pain;
- b) Diagnostic elevation of cardiac enzymes CK-MB; and
- c) New electrocardiogram (ECG) changes proving infraction;
- d) Diagnostic elevation of Troponin (T or I)
- e) Left Ventricular ejection fraction less than 50% measured 3 months or more after the event.

4. **"Serious Coronary Artery Disease"** The narrowing of the lumen of at least one coronary artery by a minimum of seventy five (75%) and of the two (2) other arteries by a minimum of sixty percent (60%), as proven by coronary arteriography. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

5. **"Heart Valve Surgery"** The actual undergoing of open heart surgery to replace or repair heart valve abnormalities. The diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.

Repair via valvotomy, endarterial, "keyhole" surgery or similar technique are specifically excluded.

6. **"Primary Pulmonary Hypertension"** is substantial right ventricular enlargement confirmed by investigations including cardiac catheterization, resulting in permanent physical impairment of at least class IV of the New York Heart Associations (NYHA) classifications of Cardiac impairment.

The NYHA classification of Cardiac Impairment (source: "Current Medical Diagnosis & Treatment-39th Edition"):

Class I: No Physical Limitation of physical activity does not cause undue fatigue, dyspnea, or angina pain.

Class II: Slight limitation of physical activity. Ordinary physical activity results in symptoms.

Class III: Marked limitation of physical activity comfortable rest, but less than ordinary activity causes symptoms.

Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

7. **"End Stage Lung Disease"** causing chronic respiratory failure. This diagnosis must be supported by evidence of all of the following:

- FeV₁ test results which are consistently less than 1 litre;
- Permanent supplementary oxygen therapy for hypoxemia;
- Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO₂ ≤ 55mmHg);
- Dyspnea at rest.

The diagnosis must be confirmed by respiratory physician.

8. **"End Stage Liver Failure"** which shall mean end stage liver failure as evidenced by all of the following:

- a) Permanent Jaundice
- b) Ascites; and
- c) Hepatic encephalopathy.

Liver disease secondary to alcohol or drug misuse is excluded.

9. **"Fulminant Hepatitis"**. A Sub-massive to massive necrosis of the liver caused by the Hepatitis virus leading precipitously to liver failure. The diagnosis must be supported by all of the following:

- a) rapid decreasing liver size;
- b) necrosis involving entire lobules, leaving only a collapsed reticular framework;
- c) rapid deterioration of liver function test;
- d) deepening Jaundice; and
- e) hepatic encephalopathy

10. **"Kidney Failure"** chronic irreversible failure of both kidneys, requiring either permanent renal dialysis or renal transplantation.

11. **"Coma"**. A state of unconsciousness persisting continuously for a period at least ninety-six (96) hours. This diagnosis must be supported by evidence of all of the following:

- No response to external stimuli or internal needs for at least 96 hours
 - Life Support Measures are necessary to sustain life; and
 - Brain damage resulting in permanent neurological deficit which must be assessed at least 30 days after the onset of Coma
- Coma resulting directly from alcohol or drug abuse is excluded.

12. **"Aplastic Anaemia"** Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one(1) of the following:

- Blood product transfusion
- Marrow stimulating agents
- Immunosuppressive agents; or
- Bone marrow transplantations.

13. **"Major Organ/Bone Marrow Transplantation"** The receipt of transplant of:

- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- One of the following human organs: heart, lung, liver, kidney, Pancreas that resulted from irreversible end stage failure of the relevant organ.

14. **"Benign Brain Tumor"** A benign tumour in the brain where all of the following conditions are met:

- It is life threatening;
- It has caused damage to the brain;
- It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit;
- Its presence must be confirmed by a neurological or neurosurgeon and supported by findings on magnetic resonance imaging, computerised tomography, or other reliable imaging technique.

Where a claim is based upon Fulminant Viral Hepatitis or Cancer as defined herein, the Company shall be entitled to require the Insured to undergo a blood test including a test for the detection of any HIV.