



## AVIVA HEALTH GUARD RIDER

### Rider Terms & Conditions (UIN: 122B016V01)

#### 1) General Provisions

- a) The Schedule will show if this Rider is opted for and is in force.
- b) This Rider is subject to the Standard Terms & Conditions of the Base Plan as well as the Rider Terms & Conditions.
- c) Terms defined in the Base Plan are also applicable to these Rider Terms & Conditions.
- d) Base Plan means the Policy Document to which this Rider is attached.
- e) You/Your means the adult named in the Schedule as the Insured of the Base Plan on the Commencement Date.
- f) Specialist means a person who holds a recognised post graduate qualification in any specialised stream of allopathic medicine, is registered by the Indian Medical Council and is practising within the scope of such license, and shall not include:
  - I. any relative of the Policyholder or Your relative; or
  - II. any person who resides with the Policyholder or with You; or
  - III. any person covered under the Base Plan or this Rider.

#### 2) Health Guard Benefit

- a) If You contract any of the Dread Diseases specified in Article 4) below or suffer Permanent Total Disability as described in Article 4) below, when this Rider and the Base Plan are in force, then provided that You survive for at least 30 days after the confirmed diagnosis of the Dread Disease or Permanent Total Disability and We accept the claim under this Rider, We will waive all the future installments of Regular Premium or other Premium that would otherwise have been due under the Base Plan or any other applicable Rider from the date of diagnosis of the Dread Disease or Permanent Total Disability.
- b) If the Regular Premium or other Premium payable under the Base Plan or any Rider is waived in accordance with Article 2)a) above the Base Plan and the Riders will continue in force until terminated in accordance with the conditions therein.
- c) No claim under Article 2)a) above will be admitted if the claim or the event giving rise to the claim occurs within 180 days from the Commencement Date or from date of reinstatement of the Base Plan.
- d) No amount shall be payable under this Rider on Your death or the Maturity Date (if applicable) or on the Rider Expiry Date of this Rider specified in the Schedule or on the termination of this Rider.
- e) If the Base Plan is surrendered after all due premiums under this Rider have been received by Us in full, then, We will refund proportionate premium paid for this Rider excluding any taxes payable for the period from the surrender of the Base Plan till the Rider Expiry Date of this Rider specified in the Schedule.

#### 3) Rider Duration

This Rider will immediately and automatically terminate on the earliest of:

- i) Rider Expiry Date of this Rider as specified in the Schedule.
- ii) The Policy Anniversary coinciding with or immediately following the Insured attaining Age 60
- iii) The surrender of the Base Plan

#### 4) Dread Diseases & Permanent Total Disability

There are 18 Dread Diseases and Permanent Total Disability covered under this Rider. These are listed below along with their specific exclusions, if any.

- a) Heart Attack

The death of a portion of the heart muscle as a result of inadequate blood supply and being evidenced by all three of the following:

- A history of typical prolonged chest pain; and
- New electrocardiograph (ECG) changes; and
- Significant elevation of cardiac enzymes above accepted laboratory levels of normal.

Confirmation by a Specialist approved by Us may be required. Diagnosis of heart attack based solely on an ECG or solely on a blood test is excluded. We will not pay for other causes of severe non-cardiac chest pain, heart failure or angina.

b) Stroke

Stroke is a cerebrovascular accident or incident producing permanent neurological deficits lasting more than 30 days, as verified by a consulting neurologist or Specialist approved by Us. This includes infarction of brain tissue as a result of thrombosis or haemorrhage or embolisation from an extra-cranial source.

Specifically excluded are:

- Transient ischaemic attacks;
- Any reversible ischaemic neurological deficit;
- Vertebrobasilar ischaemia;
- Cerebral symptoms due to migraine; or
- Brain damage due to external traumatic causes.

c) Cancer

A malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The term cancer includes leukemia, lymphoma and Hodgkin's disease. The cancer must require treatment by surgery, radiotherapy, chemotherapy, biological response modifiers, or any other major interventionist treatment. Cancers that are completely untreatable where palliative therapy only is initiated are also covered in this definition. The diagnosis must be confirmed with a valid pathology report and a report from a Specialist approved by Us. Specifically excluded are:

- All tumours which are histologically described as benign, pre-malignant or non-invasive;
- Any lesion described as carcinoma in-situ;
- Cervical dysplasia or intra-epithelial neoplasia (CIN-1, CIN-2 or CIN-3);
- Prostatic Intra-epithelial neoplasia (PIN);
- Early prostate cancers that are histologically described as TNM Classification T1, or American Urological Association's (AUA) stage A, or of equivalent stage with any other classification system;
- Any forms of cancer in the presence of Human Immunodeficiency Virus infection, including lymphoma or Kaposi's sarcoma;
- Thin melanomas with pathology report showing Clarke's Level less than III or Breslow thickness less than 1.5 mm;
- All non-melanoma skin cancers;
- All cancers that are a recurrence or metastasis of a tumor that first occurred within the qualifying period.

d) End stage kidney failure

The total and chronic irreversible failure of both kidneys necessitating continuous renal dialysis at least for 180 days in the opinion of a Specialist approved by Us. Acute reversible kidney failure that only needs temporary renal dialysis and single kidney failure is not covered.

e) Major organ transplant

The actual undergoing, as a recipient of, a transplant of a heart, lung, pancreas (excluding the transplant of Langerhans cells alone), liver or kidney. The transplantation must have been necessary to treat irreversible endstage failure of the relevant organ and You must be accepted in a transplant program satisfactory to Us. Bone marrow transplant is also covered if You have undergone the transplant and a Specialist acceptable to Us confirms that the bone marrow transplant was medically necessary. Other stem cell transplants are excluded.

f) Coronary artery bypass surgery

The undergoing of open-heart surgery or keyhole surgery on the advice of a consultant cardiologist, to correct narrowing or blockage of one or more coronary arteries with insertion of bypass graft(s). Balloon angioplasty (PTCA), heart catheterization, laser relief, rotablate, stenting and all other cardiac procedures are excluded.

g) Benign brain tumour

A benign brain tumour means a tumour that is in the brain or meninges excluding the skull, spinal cord. Cysts, abscesses, malformations in the arteries or veins of the brain, haematomas are excluded. Pituitary microadenomas less than 10 mm in

diameter are also excluded. The diagnosis must be confirmed neuro-radiologically by a Specialist trained in the interpretation of these investigations and acceptable to Us.

h) Deafness

The total and irreversible loss of hearing in both ears as the result of illness or accident. The diagnosis must be supported by audiometric and sound-threshold tests provided by and certified by an Ear, Nose, Throat (ENT) Specialist. Total means the loss of at least 80 decibels in all frequency of hearing in both ears.

i) Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident. The diagnosis must be clinically confirmed by an ophthalmology Specialist. The blindness must not be correctable by aides or surgical procedures. Cataract is not covered under this definition of blindness. Also blindness due to cataracts or due to surgery for cataracts is specifically excluded and not covered under this Rider.

j) Aorta Graft Surgery

Undergoing of surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Surgery to treat peripheral vascular disease of the aortic branches is excluded even if a portion of the aorta is removed during the operative procedures. Surgery performed using only minimally invasive or intra-arterial techniques such as percutaneous endovascular aneurysm with insertion of a stent graft are excluded.

k) Heart Valve Surgery

The undergoing of open-heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The surgery must be considered medically necessary by a consulting cardiologist and supported by investigations. Repair via valvotomy, catheter, keyhole or similar techniques are excluded.

l) Paraplegia

Total and irreversible loss of use of two or more limbs through paralysis as a result of injury or disease of the spinal cord. These conditions must be permanent, supported by appropriate neurological evidence and have to be medically documented for at least 90 days.

m) Motor Neurone Disease

Motor neurone disease diagnosed by a consultant neurologist acceptable by Us, as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of the corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be significant, progressive, irreversible, and functional neurological impairment with objective evidence of motor or sensory dysfunction, which must have persisted for a continuous period of at least 90 days.

n) Multiple Sclerosis

A definite diagnosis by a consultant neurologist holding an appointment as such in a major hospital, which satisfies the following two criteria:

- There must be current significant and permanent functional neurological impairment with objective evidence of motor or sensory dysfunction persisting for a continuous period of at least 180 days; and
- The diagnosis must be based on confirmatory neurological investigations of lumbar puncture, evoked visual responses, evoked auditory responses, CT or MRI evidence of lesions of the central nervous system. Diseases of the central nervous system due to other causes are unequivocally excluded.

o) Coma

A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously and requiring intubation and mechanical ventilation to sustain life for a period of at least 96 hours. There must be current significant and permanent functional neurological impairment with objective evidence of motor or sensory dysfunction. Coma resulting directly from alcohol or drug abuse is excluded.

p) End stage liver disease

End stage liver failure as evidenced by all of the following:

- permanent jaundice
- ascites and
- hepatic encephalopathy

Liver disease secondary to alcohol or drug misuse is excluded.

q) End stage lung disease

End stage lung disease including interstitial lung disease causing chronic respiratory failure and evidenced by all the following:

- FEV 1 test results consistently less than 1 litre with use of bronchial dilator; and
- Requiring extensive and permanent supplementary oxygen therapy.

The diagnosis must be confirmed by a respiratory physician acceptable by Us.

r) Aplastic Anaemia

Bone Aplastic anemia is defined as total permanent bone marrow failure which results in granulocytes less than 500 cells per microlitre, anaemia with corrected reticulocyte count less than 1%, platelet count less than 20000 cells per microlitre and markedly hypoplastic bone marrow with depletion of hematopoietic cells with less than 20% cellularity.

There must also be continuous treatment for a period of at least 180 days with at least one of the following:

- Repeated blood transfusions
- Marrow stimulating agents
- Immunosuppressive agents
- Bone marrow transplant

Temporary or reversible aplastic anemia is excluded and not covered in this Rider.

s) Permanent Total Disability

You shall be regarded as Totally and Permanently Disabled only if, as a result of accidental bodily injury, sickness or disease:

- You have suffered loss by physical separation (or loss of use) of two limbs or the complete and irremediable loss of sight in both eyes or the loss by physical separation (or loss of use) of one limb, accompanied by the complete and irremediable loss of sight in one eye (where limb means the entire hand or foot), or
- You have been continuously disabled for a period of 1 year and has been determined by Us to be incapacitated to such an extent as to render You unable ever to resume work or to attend any gainful employment or occupation.

## 5) General Exclusions

a) In addition to the specific exclusions described at Article 4) above, no benefit will be applicable if the Dread Disease or Permanent Total Disability is caused or aggravated directly or indirectly by:

- Alcohol or drug abuse including drug taking other than as prescribed by a registered and qualified medical practitioner, any actual or alleged crime committed by You, wilful self inflicted injury, attempted suicide or unreasonable failure to seek or follow medical advice.
- Failure to seek and follow medical treatment and advice from a registered and qualified medical practitioner immediately following an accident.
- Engaging in racing of any kind other than athletics or swimming.
- Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or wilful participation in acts of violence.
- Radioactive contamination due to a nuclear accident.
- Any mental or functional disorder.
- Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
- Any condition existing prior to the Commencement Date, except as stated in the Schedule.

b) In addition to the above mentioned exclusions, no benefit will be applicable if the Permanent Total Disability is caused or aggravated directly or indirectly by:

- Aviation other than as a passenger in a commercial licensed passenger aircraft.
- Human Immunodeficiency Virus (HIV) or variants (including Acquired Immune Deficiency Syndrome (AIDS))

## **6) Changes to the Rider Terms & Conditions**

- a) We may change these Rider Terms & Conditions if there is a change in the law, legislation or taxation affecting Us or the Base Plan. None of these Rider Terms and Conditions may otherwise be waived or modified except by way of an endorsement issued by Us.
- b) The rider premium rates are guaranteed not to change for the first 5 years that the Rider is in force and can be reviewed thereafter on every Policy Anniversary.
- c) We will send written notice of any change We intend to make at least 3 months before the next Policy Anniversary and such changes will be effective from that next Policy Anniversary. If the Policyholder does not agree with the change, then the Policyholder may terminate the Rider. If the Policyholder does not agree with the change but does not give Us notice within 30 days after We sent notice of it then the Policyholder will be deemed to have accepted the change.

## **7) Change in Occupation**

It is a condition precedent to Our liability that the Policyholder shall notify Us in writing immediately and in any event within 90 days if You change Your occupation or engage in an additional occupation failing which no Health Guard Benefit per Article 2) will be applicable. We may terminate this Rider if We consider the new or additional occupation to be more hazardous than that previously advised.

## **8) Residence**

It is a condition precedent to Our liability that the Policyholder or You must inform Us in writing immediately if You take up permanent residence outside India, or if You are temporarily resident outside India for a continuous period exceeding three months or if any prevailing governing law changes Your residential status failing which no Health Guard Benefit per Article 2)a) will be applicable and there will be no refund of any premiums paid for this Rider. We may revise or terminate this Rider if We consider the new country of residence to be of a different nature than that stated in the proposal or previously notified condition.