



Aviva HealthPlus (Non-participating plan)-(UIN: 122N057V01)
STANDARD TERMS & CONDITIONS

The Policyholder's Proposal Form is the basis of the insurance provided by, and is part of, the Policy Document, which also consists of these Standard Terms & Conditions and the Schedule..

1) Interpretation & Definitions

- a) In this Policy Document, where appropriate, references to the singular include references to the plural, references to the male include the female and references to any statute include subsequent changes to that statute.
- b) The following words or phrases have the meanings given to them below wherever they appear in the Policy Document:
- i) **Accident or Accidental** means a sudden, unintended, fortuitous, visible and external event, excluding any naturally occurring condition or degenerative process.
- ii) **Accidental Bodily Injury** means physical bodily harm or injury (but does not include any mental sickness, disease or illness) which first manifested itself after the Commencement Date due to an Accident and requires immediate Hospitalisation as advised by a Medical Practitioner.
- iii) **Age** means age last birthday.
- iv) **Aplastic Anaemia** means chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:
- a) Regular blood product transfusion;
- b) Marrow stimulating agents;
- c) Immunosuppressive agents; or
- d) Bone-marrow transplantation.
- The diagnosis must be confirmed by a haematologist acceptable to Us, using relevant laboratory investigations.
- v) **Benefit Term** means the period between the Commencement Date and the earlier of (a) the 5th Policy Anniversary or (b) the Policy becoming a paid up Policy, during which the Sickness Only Total and Permanent Disability Benefit, the Critical Illness Benefit, the Surgical Cash Benefit and the Hospital Cash Benefit are payable.
- vi) **Benign Brain Tumour** means a benign tumour in the brain where all of the following conditions are met:
- a) The tumour is life threatening;
- b) It has caused damage to the brain;
- c) It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and
- d) Its presence has been confirmed by a neurologist or neurosurgeon acceptable to Us, supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.
- The following are excluded:
- a) Cysts;
- b) Granulomas;
- c) Vascular malformations;
- d) Haematomas;
- e) Tumours of the pituitary gland or spinal cord; and
- f) Tumours of acoustic nerve (acoustic neuroma).
- vii) **Blindness** means the total, permanent and irrecoverable loss of sight in both eyes as a result of Illness or Accident. Certification by an ophthalmologist acceptable to Us is necessary.
- viii) **Cancer** means a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This diagnosis must be histologically confirmed. The term cancer includes leukaemia, but the following cancers are excluded:
- a) All tumours which are histologically described as pre-malignant, non-invasive or carcinoma in situ;
- b) All forms of lymphoma in the presence of any Human Immunodeficiency Virus;
- c) Kaposi's Sarcoma in the presence of any Human Immunodeficiency Virus;
- d) Any skin cancer other than invasive malignant melanoma;
- e) All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0; and
- f) T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter.
- ix) **Coma** means a state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
- a) No response to external stimuli for at least 96 hours;
- b) Life support measures are necessary to sustain life; and
- c) Brain damage resulting in permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- Confirmation by a neurologist acceptable to Us, must be present. Coma resulting directly from self inflicted injury, alcohol or drug abuse is excluded.
- x) **Commencement Date** means the date the Policy commences, as specified in the Schedule.
- xi) **Coronary Artery Bypass Surgery** means the undergoing of open heart surgery on the advice of a consultant cardiologist acceptable to Us to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

- Angiographic evidence to support the necessity of the surgery will be required. Balloon angioplasty, laser or any catheter-based procedures are not covered.
- xii) **Day of Hospitalisation** means an uninterrupted and continuous Medically Necessary period of a full 24 hours during which the Insured is confined to a Hospital as an in-patient. The first Day of Hospitalisation shall commence at the time of admission to the Hospital and each subsequent Day of Hospitalisation shall commence 24 hours after commencement of the previous Day of Hospitalisation.
- xiii) **Deafness** means 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 and Throat (ENT) specialist acceptable to Us.
Total means the loss of at least 80 decibels in all frequency of hearing in both ears.
- xiv) **End-stage Liver Disease** means chronic end-stage liver failure evidenced by all of the following:
 a) Uncontrollable ascites;
 b) Permanent jaundice;
 c) Oesophageal or gastric varices and portal hypertension; and
 d) Hepatic encephalopathy.
 Liver disease secondary to alcohol or drug abuse is excluded.
- xv) **End-stage Lung Disease** means end-stage respiratory failure including chronic interstitial lung disease. The following criteria must be met:
 a) Requiring permanent oxygen therapy as a result of a consistent FEV1 test value of less than one litre (FEV1 = Forced Expiratory Volume during the first second of a forced exhalation);
 b) Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less; and
 c) Dyspnoea at rest.
 This diagnosis must be confirmed by a chest physician acceptable to Us.
- xvi) **Heart Attack** means the first occurrence of Heart Attack or myocardial infarction which means death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:
 a) Typical clinical symptoms (for example, characteristic chest pain);
 b) New characteristic electrocardiographic changes;
 c) The characteristic rise of cardiac enzymes or Troponins, recorded at the following levels or higher:
 • Troponin T > 1.0 ng/ml
 • AccuTnl > 0.5 ng/ml, or equivalent threshold with other Troponin I methods; and
 d) The evidence must show a definite acute myocardial infarction.
 The following are not covered:
 a) Angina;
 b) Other acute coronary syndromes, for example myocyte necrosis.
 Diagnosis must be confirmed by a consultant cardiologist acceptable to Us.
- xvii) **Heart Valve Surgery** means 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 acceptable to Us.
- xviii) **Hospital / Nursing Home** means any institution established for indoor or in-patient care and day-care treatment of sickness and / or injuries and which has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under:
 (a) Has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places
 (b) Has fully qualified nursing staff under its employment round the clock
 (c) Has fully qualified Medical Practitioner(s) in charge round the clock
 (d) Has a fully equipped operating theatre of its own where surgical procedures are carried out.
- xix) **Hospital Cash Benefit** means the sum specified in the Schedule.
- xx) **Hospitalisation** means the Insured's required stay as an in-patient in a Hospital within India for medically necessary treatment carried out by a Medical Practitioner following and due to an Accidental Bodily Injury and / or Illness.
- xxi) **Illness** means sickness or disease (excluding mental disease, sickness or illness) that is first contracted and manifests itself after the Commencement Date and for which immediate treatment by a Medical Practitioner is necessary.
- xxii) **Insured** means the person, named in the Schedule, who is covered under this Policy.
- xxiii) **Intensive Care Unit** means a section, ward or wing of a Hospital which is under the constant supervision of an intensive care unit specialist, and which is specially equipped for the treatment of patients requiring intensive care who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- xxiv) **Kidney Failure** means end-stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is undertaken. Evidence of end-stage kidney disease must be provided and the requirement for dialysis or transplantation must be confirmed by a consultant physician acceptable to Us.
- xxv) **Major Organ Transplant** means the receipt of a transplant of:
 a) Human bone-marrow using haematopoietic stem cells preceded by total bone-marrow ablation; or
 b) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ.
 Other stem-cell transplants are excluded.
- xxvi) **Maturity Benefit** means the benefit as at the Maturity Date, payable in accordance with Article 3(g).
- xxvii) **Maturity Date** means the date specified in the Schedule on which the Maturity Benefit becomes payable, provided the Insured is still living.

- xxviii) **Maturity Scale Factor** means the numerical factor as specified in the Schedule.
- xxix) **Medically Necessary** refers to a procedure, a treatment or a period of Hospitalisation which is ordered by a Medical Practitioner and which is:
- required for the diagnosis or direct treatment of a medical condition, and
 - appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Insured's medical condition, and
 - provided in accordance with generally accepted medical practice on a national basis, and
 - not of an experimental nature, not of an investigative nature and not in the nature of research.
- The fact that a Medical Practitioner prescribes a procedure, treatment or period of Hospitalisation does not automatically mean that such is Medically Necessary.
- xxx) **Medical Practitioner** means a person who holds a recognised qualification in allopathic medicine, is registered by the Indian Medical Council and is practising within the scope of such license, and shall not include:
- the Policyholder's close Relative; or
 - a person who resides with the Policyholder; or
 - a person covered under this Policy.
- xxxii) **Motor Neurone Disease** means motor neurone disease characterised by progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurones which include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis. This diagnosis must be confirmed by a neurologist acceptable to Us as progressive and resulting in permanent clinical impairment of motor functions. The condition must result in the inability of the Insured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 6 months.
- Activities of Daily Living:
- Washing:** the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
 - Dressing:** the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
 - Transferring:** the ability to move from a bed to an upright chair or wheelchair and vice versa;
 - Mobility:** the ability to move indoors from room to room on level surfaces;
 - Toileting:** the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - Feeding:** the ability to feed oneself once food has been prepared and made available.
- xxxiii) **Multiple Sclerosis** means the definite occurrence of Multiple Sclerosis. The diagnosis must be supported by all of the following:
- Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis;
 - Current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months; and
 - A well documented history of exacerbations and remissions of said symptoms or neurological deficits. Other causes of neurological damage such as SLE and HIV are excluded.
- xxxiv) **Nominee** means a person whose name has been nominated in writing to Us by the Policyholder in accordance with Section 39 of the Insurance Act, 1938.
- xxxv) **Network Hospital(s)** refers to a Hospital which is empanelled with the Third Party Administrator appointed by the Company, as amended from time to time.
- xxxvi) **Non-Network Hospital(s)** refers to a Hospital that is not a Network Hospital.
- xxxvii) **Paid Up Maturity Benefit** shall have the meaning ascribed to it in Article 2(c).
- xxxviii) **Paraplegia** means complete and permanent loss of the use of two or more limbs, as a result of injury, or disease of the brain or spinal cord. To establish permanence, the paralysis must normally have persisted for at least 6 months from the date of trauma or illness resulting in the Insured being unable to perform his / her usual occupation. The condition must be confirmed by a consultant neurologist acceptable to Us.
- xxxix) **Pre-existing Condition** means a medical condition which existed and
- for which the Insured received treatment or medical advice, or
 - in respect of which the Insured showed symptoms, or
 - of which the Insured was aware, or
 - of which the Insured should reasonably have been aware,
- prior to the Commencement Date or the date of reinstatement of the Policy, whichever is later.
- xl) **Policy Anniversary** means the annual anniversary of the Commencement Date.
- xli) **Policy Term** means the period between the Commencement Date and the Maturity Date.
- xlii) **Policy Year** means the year commencing on the Commencement Date or an anniversary thereof.
- xliii) **Policyholder** means the adult or the entity named in the Schedule who has concluded this Policy with Us.
- xliv) **Premium** means the amount of premium payable by the Policyholder in regular instalments in the manner and at the due dates specified in the Schedule.
- xlv) **Premium Payment Term** means the period between the Commencement Date and the date of payment of last instalment of Premium (specified in the Schedule), during which Premium is payable.
- xlvi) **Proposal Form** means the signed, completed and dated proposal form submitted by the Policyholder to Us, including any declarations and statements annexed to it.
- xlvii) **Relative** means with reference to any person, any one who is related to such person in any of the following ways, if and only if:
- they are members of a Hindu undivided family; or
 - they are husband and wife; or

- (c) one is related to the other as a father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), father's father, father's mother, mother's mother, mother's father, son's son, son's son's wife, son's daughter, son's daughter's husband, daughter's husband, daughter's son, daughter's son's wife, daughter's daughter, daughter's daughter's husband, brother(including step-brother), brother's wife, sister (including step-sister), sister's husband.
- xlvi) **Schedule** means the schedule (including any annexures / tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
- xlviii) **Stroke** means a cerebrovascular accident or incident producing neurological sequelae of a permanent nature, having lasted not less than six months. Infarction of brain tissue, haemorrhage and embolisation from an extra-cranial source are included. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist acceptable to Us. Specifically excluded are cerebral symptoms due to transient ischaemic attacks, any reversible ischaemic neurological deficit, vertebrobasilar ischaemia, cerebral symptoms due to migraine, cerebral injury resulting from trauma or hypoxia and vascular disease affecting the eye or optic nerve or vestibular functions.
- xlix) **Surgery to the Aorta** means the actual undergoing of surgery (including key-hole type) for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft. The term "aorta" means the thoracic and abdominal aorta but not its branches.
- l) **Sum Assured** means the amount specified in the Schedule.
- li) **Surrender Scale Factor** means the numerical factor, as determined from the table provided in Annexure 1 to the Schedule.
- lii) **Surrender Value** means the surrender value payable in accordance with Article 5).
- liii) **Third Party Administrator (TPA)** means an organisation which, is licensed by the IRDA as a third party administrator and is engaged in the provision of health services for a fee or remuneration.
- liv) **Total and Permanent Disability** means that the Insured has been continuously disabled for a period of 180 consecutive days and has been determined by Us, after consideration of the reports and other information supplied by Our own Medical Practitioner appointed to examine the Insured, to be incapacitated to such an extent as to render that Insured unlikely ever to resume work or to attain any gainful employment or occupation.
- lv) **We, Our and Us** means the Aviva Life Insurance Company India Limited.
- 2) **Payment of Premium, Grace Period & Reinstatement, and Dealings with the Policy**
- a) Premiums are payable in the amounts and for the Premium Payment Term specified in the Schedule. Premium shall become due on every Policy Anniversary.
- b) If the Premium is not paid when due, then We will allow a 15 day grace period from the Policy Anniversary when the Premium was due. If it is not paid within the grace period, then if:
- i) We have not received Premium for at least 2 full Policy Years, the Policy will lapse without value and no benefits will be payable.
- ii) We have received Premium for at least 2 full Policy Years, the Policy will become a paid up Policy. The only benefits available shall be the Death Benefit and Accidental Death & Disability Benefit based on the 'Paid Up Sum Assured', calculated as set out below for the remaining Policy Term.
- Paid Up Sum Assured** = Sum Assured × (total number of annual Premiums paid under the Policy / 5) where '5' in the denominator refers to the total number of years for which Premium is payable under the Policy.
- c) If the Policy has become a paid up Policy by virtue of Article 2b)ii) above, on the Maturity Date, We will pay the Policyholder, the Paid Up Maturity Benefit, which is calculated as follows:
Amount received by the Policyholder on the Maturity Date = (No. of Annual Premiums paid by the Policyholder under the Policy / 5) × Maturity Scale Factor × Annual Premium, where '5' in the denominator refers to the total number of years for which Premium is payable under the Policy.
- d) The Policyholder may reinstate a lapsed or paid up Policy (to reinstate all benefits under Article 3, including the Sickness Only Total and Permanent Disability Benefit, the Critical Illness Benefit, the Surgical Cash Benefit and the Hospital Cash Benefit) within 90 days of the due date of the first unpaid Premium. Re-instatement is subject to the satisfaction of all the following conditions:
- i) Our prior written consent to re-instate;
- ii) Payment of all unpaid Premium;
- iii) Payment of reinstatement fee of Rs.1,000 as may be revised in the future with prior IRDA approval.
- e) A Policy once surrendered cannot be reinstated.
- f) No loan shall be available under this Policy.
- g) We must be informed immediately in writing of any change in occupation of the Insured. We reserve the right to modify any benefits made available to the Insured, following receipt of such a confirmation and We will write to the Insured to confirm which of the benefits will continue to apply.

3) **Benefits**

The amount of benefits payable under the Policy is as specified in the Schedule.

a) **Death Benefit**

If the Insured dies prior to the Maturity Date, then, subject to the remaining terms of this Policy, We will pay the Sum Assured to the Nominee and the Policy will immediately terminate. No Death Benefit is payable, however, if the Insured's death occurs within 12 months of the Commencement Date or date of reinstatement (whichever is later) and is due to suicide or attempted suicide.

b) **Accidental Death and Disability Benefit**

i) If as the direct result of an Accident, the Insured dies or first suffers a disability mentioned below prior to the Maturity Date, then, subject to the remaining terms of this Policy, We will pay as follows:

- (1) If the Insured dies, We will pay the Sum Assured as specified in the Schedule along with the Death Benefit as per Article 3)a) to the Nominee and the Policy will immediately terminate.
- (2) If the Insured suffers any disability mentioned below, We will pay a fixed percentage (%) of the Sum Assured applicable to that disability as per the table below:

Event	Benefit amount payable as % of Sum Assured
Total and Permanent Disability as the result of an Accident	100%
Loss of both hands from the wrist joint	100%
Loss of both feet from the ankle joint	100%
Total and permanent loss of sight in both eyes	100%
Loss of one hand from the wrist joint and one foot from the ankle joint	100%
Loss of one hand from the wrist joint and total and permanent loss of sight in one eye	100%
Loss of one foot from the ankle joint and total and permanent loss of sight in one eye	100%
Loss of one hand from the wrist joint	50%
Loss of one foot from the ankle joint	50%
Total and permanent loss of sight in one eye	50%

- ii) If the Insured has suffered more than one Bodily Injury resulting from any single Accident, We shall only pay a single benefit, equal to the highest benefit percentage associated with any of the Bodily Injuries suffered.
- iii) The maximum total amount payable by Us under the Accidental Death and Disability (ADD) Benefit for injuries suffered and disability resulting from Accidents during the Policy Term shall be 100% of the Sum Assured, upon which, this benefit shall cease immediately. However, the Policy shall continue with the remaining benefits.
- iv) **Exclusions applicable to the Accidental Death and Disability Benefit**
We will not pay for claims under any Accidental Death and Disability Benefit if the claim is directly or indirectly attributable to, or arising out of, or howsoever connected to, any of the following:
- (1) The Insured taking part in any hazardous sport or pastime (including hunting, mountaineering, racing, steeple-chasing, etc.)
 - (2) Accident or injury while flying in any kind of aircraft, other than as a fare-paying passenger on an aircraft of a licensed airline
 - (3) Self-inflicted injury, suicide or attempted suicide
 - (4) Drug, alcohol or solvent abuse
 - (5) Service in any military, police, paramilitary or similar organization
 - (6) War, strikes, industrial dispute, riots, civil commotion, invasion, hostilities (whether war be declared or not)
 - (7) Criminal or illegal activity
 - (8) Terrorism of any kind, including biological, nuclear and chemical
 - (9) Nuclear reaction, radiation and nuclear or chemical contamination.
- c) **Sickness Only Total and Permanent Disability Benefit**
- i) If, as direct result of an Illness, the Insured first suffers a Total and Permanent Disability, which manifests itself during the Benefit Term, then, subject to the remaining terms of this Policy, We will pay the Sum Assured specified in the Schedule as a single lump sum payment and this benefit shall cease immediately. However, the Policy shall continue with the remaining benefits.
- ii) **Exclusions applicable to the Sickness Only Total and Permanent Disability Benefit:**
We will not pay for claims under any Sickness Only Total and Permanent Disability Benefit if the claim is directly or indirectly attributable to, or arising out of, or howsoever connected to, any of the following:
- (1) Any Pre-existing Condition;
 - (2) Any sickness-related condition manifesting itself within 90 days of the Commencement Date or date of reinstatement, whichever is later;
 - (3) The Insured failing to follow medical advice;
 - (4) Opportunistic diseases associated with HIV / AIDS, AIDS Related Complex Syndrome (ARCS) or any sexually transmitted disease;
 - (5) Self-inflicted injury or attempted suicide;
 - (6) Drug, alcohol or solvent abuse;
 - (7) Service in any military, police, paramilitary or similar organization;
 - (8) War, strikes, industrial dispute, riots, civil commotion, invasion, hostilities (whether war be declared or not);
 - (9) Criminal or illegal activity;
 - (10) Nuclear reaction, radiation and nuclear or chemical contamination.
- d) **Critical Illness Benefit**
- i) If, during the Benefit Term, the Insured first undergoes one of the procedures mentioned below or is first diagnosed as suffering from one of the Illnesses below which manifests itself during the Benefit Term, then, subject to the remaining terms of this Policy, We will pay the Sum Assured specified in the Schedule as a single lump sum payment and this benefit shall cease immediately. However, the Policy shall continue with the remaining benefits.
- 1) Cancer
 - 2) Coronary Artery Bypass Surgery
 - 3) Heart attack
 - 4) Deafness

- 5) Blindness
- 6) End Stage Liver Disease
- 7) Heart Valve Surgery
- 8) Motor Neurone Disease
- 9) Paraplegia
- 10) Coma
- 11) Stroke
- 12) Major Organ Transplant
- 13) Benign Brain Tumour
- 14) Aplastic Anaemia
- 15) End Stage Lung Disease
- 16) Kidney Failure
- 17) Multiple Sclerosis
- 18) Surgery to the Aorta

For a benefit to be payable under the Critical Illness Benefit, the Insured must survive 30 days from the respective date of surgery or of diagnosis.

Provided however that if the Insured is diagnosed as suffering from Aplastic Anaemia, Motor Neurone Disease or Multiple Sclerosis, We shall not pay more than Rs 10,00, 000 in the aggregate under all policies insured with Us for the Insured.

ii) Exclusions applicable to the Critical Illness Benefit

We will not pay for claims under any Critical Illness Benefit if the claim is directly or indirectly attributable to, or arising out of, or howsoever connected to, any of the following:

- (1) Any Pre-existing Condition;
- (2) Any sickness-related condition manifesting itself within 90 days of the Commencement Date or date of reinstatement, whichever is later;
- (3) The Insured failing to follow medical advice;
- (4) Opportunistic diseases associated with HIV / AIDS, AIDS Related Complex Syndrome (ARCS) or any sexually transmitted disease;
- (5) Drug, alcohol or solvent abuse;
- (6) Service in any military, police, paramilitary or similar organization;
- (7) War, strikes, industrial dispute, riots, civil commotion, invasion, hostilities (whether war be declared or not);
- (8) Criminal or illegal activity;
- (9) Nuclear reaction, radiation and nuclear or chemical contamination.

e) Hospital Cash Benefit

i) If, during the Benefit Term, the Insured has to be Hospitalised for the Medically Necessary treatment of an Illness or an Accidental Bodily Injury first occurring during the Benefit Term, then, subject to the remaining terms of this Policy, We will pay:

- (1) for each full Day of Hospitalisation spent in a general or high-care ward, 100% of the Hospital Cash Benefit specified in the Schedule, provided that the Insured has spent at least 2 consecutive Days of Hospitalisation from the date and time of admittance to Hospital to the date and time of discharge from Hospital, or
- (2) for each full Day of Hospitalisation spent in an Intensive Care Unit ward, 200% of the Hospital Cash Benefit specified in the Schedule, provided that the Insured has spent at least a full Day of Hospitalisation from the date and time of admittance to the Intensive Care Unit ward to the date and time of discharge from the Intensive Care Unit ward.

ii) Our liability to make payment shall not extend beyond the end of the Benefit Term and is, additionally, limited to the number of days detailed in the table below.

Type of Hospitalisation	Maximum days per Policy Year	Maximum cumulative Benefit
General Ward, High-care Ward and Intensive Care Unit Ward combined	60 days of Hospitalisation	180 days of Hospitalisation

iii) Where two periods of Hospitalisation are due to the same originating cause or event and are separated by not more than 30 days, they will be deemed a single period of Hospitalisation commencing on the first day of the first period of Hospitalisation. The Hospital Cash Benefit shall be paid only for the actual number of Days of Hospitalisation.

f) Surgical Cash Benefit

i) If, during the Benefit Term the Insured undergoes a surgery mentioned below for the Medically Necessary treatment of an Illness or an Accidental Bodily Injury first occurring during the Benefit Term, then, subject to the remaining terms of this Policy, We will pay the percentage of the Sum Assured specified in the Table below, provided that:

- (1) only one benefit shall be paid in respect of any of the listed surgeries during the Benefit Term,
- (2) not more than 50% of the Sum Assured shall be paid in one Policy Year and
- (3) not more than 100% of the Sum Assured shall be paid in respect of all surgeries undergone during the Benefit Term.

Surgery Type	Surgical Cash Benefit payable as a % of Sum Assured
1. Heart transplantation	50%
2. Lung transplant or combined heart-lung transplant	50%
3. Repair of cerebral, spinal arterio-venous malformations, cerebral aneurysms and excision of cerebral tumours	50%
4. Kidney transplantation as a recipient	50%

5.	Coronary artery bypass graft surgery	50%
6.	Heart valve replacement using mechanical prosthesis via open heart surgery	50%
7.	Major surgery of the aorta	50%
8.	Major surgery of the pulmonary artery	50%
9.	Surgery to remove benign cerebral tumours and space occupying lesions via craniotomy	50%
10.	Major reconstructive oro-maxillafacial surgery for trauma or burns (not for cosmetic purposes)	50%
11.	Partial hepatectomy	50%
12.	Partial pancreatectomy	50%
13.	Total replacement of hip or knee	50%
14.	Hysterectomy for malignant disease	50%
15.	Surgery for major burns (third degree burns of more than 10% of the body surface area)	50%
16.	Total replacement of shoulder or elbow joint	50%
17.	Amputation of an arm or a hand or a leg or a foot due to trauma or accident	50%
18.	Other intra-cranial operations requiring craniotomy	37.5%
19.	Initial implantation of permanent heart pacemaker	37.5%
20.	Nephrectomy	37.5%
21.	Open / endoscopic prostatectomy for malignant disease	37.5%
22.	Balloon valvuloplasty	37.5%
23.	Coronary angioplasty	37.5%
24.	Partial / total adrenalectomy	25%
25.	Total laryngectomy	25%
26.	Partial / total pharyngectomy	25%
27.	Excision of pineal gland or pituitary gland	25%
28.	Excision of benign mediastinal lesions via thoracotomy	25%
29.	Resection and anastomosis of any part of alimentary canal	25%
30.	Partial / total excision of thymus gland	25%
31.	Splenectomy for haematological conditions	25%
32.	Partial hip replacement	25%
33.	Complete thyroidectomy	25%
34.	Parathyroidectomy	25%
35.	Cholecystectomy	12.5%
36.	Corneal transplant or surgery for retinal detachment or glaucoma	12.5%
37.	Partial thyroidectomy	12.5%

ii) For all procedures performed through the same incision We shall pay the highest benefit percentage as specified the table above.

iii) If more than one incision is required, We shall pay the highest benefit percentage in respect of one incision and 50% of the highest benefit percentage for the remaining incision(s).

g) **Maturity Benefit**

i) If all payments of Premium have been paid by You, in full, during the Premium Payment Term, then, subject to the remaining terms of this Policy, We will pay a percentage of the total Premium paid during the Policy Term, as per the Maturity Percentage specified in the Schedule.

ii) If the Policy becomes a paid up Policy, then, subject to the remaining terms of this Policy, We will, on the Maturity Date, pay the Paid Up Maturity Benefit as specified in Article 2)c) above.

4) **Exclusions applicable to the Hospital Cash Benefit and the Surgical Cash Benefit**

We will not pay for claims under any Hospital Cash Benefit or any Surgical Cash Benefit if the claim is directly or indirectly attributable to, or arising out of, or howsoever connected to, any of the following:

- i) Routine examinations, preventative measures, check-ups, vaccinations or a medical examination not performed for the purpose of treating illness or injury;
- ii) Treatment for idiopathic epilepsy or for any psychiatric, mental or nervous condition;
- iii) Dental treatment, the supply or fitting of eye glasses, or hearing aids;
- iv) Treatment arising from or traceable to pregnancy and childbirth (however, the following pregnancy complications are, covered – toxemia, ectopic pregnancy or hyperemesis gravidarum);
- v) Abortion, contraceptive measures, fertility tests or the treatment of infertility or of a sexually transmitted disease;

- vi) Cosmetic or plastic surgery, unless due to an Accident and recommended by a registered medical practitioner, qualified in allopathic medicine;
- vii) Sex change operations;
- viii) Organ donation;
- ix) Convalescent care, rest care, hospice care, rehabilitation or similar treatment;
- x) Treatment which is not taken from a Medical Practitioner;
- xi) Care / treatment which takes place in a facility which does not conform to the definition of a Hospital;
- xii) Any Pre-existing Condition;
- xiii) Any sickness-related condition manifesting itself within 90 days of the Commencement Date or date of reinstatement, whichever is later;
- xiv) The Insured failing to follow medical advice;
- xv) Opportunistic diseases associated with HIV / AIDS, AIDS Related Complex Syndrome (ARCS) or any sexually transmitted disease;
- xvi) The Insured taking part in any hazardous sport or pastime (including hunting, mountaineering, racing, steeple-chasing, etc.);
- xvii) Accident or injury while flying in any kind of aircraft, other than as a fare-paying passenger on an aircraft of a licensed airline;
- xviii) Self-inflicted injury or attempted suicide;
- xix) Drug, alcohol or solvent abuse;
- xx) Service in any military, police, paramilitary or similar organization;
- xxi) War, strikes, industrial dispute, riots, civil commotion, invasion, hostilities (whether war be declared or not);
- xxii) Criminal or illegal activity;
- xxiii) Nuclear reaction, radiation and nuclear or chemical contamination.

5) Surrender Value

- a) After completion of the first Policy Year and provided at least two full Premiums have been received by Us, this Policy may be surrendered by the Policyholder and a Surrender Value shall be payable. The Surrender Value will be the greater of the Guaranteed Surrender Value and the Special Surrender Value as set out below:
 - i) The "Guaranteed Surrender Value" shall be equal to 30% of the total Premium paid up to that date, excluding the Premium paid for the first Policy Year.
- b) The "Special Surrender Value" shall be calculated as follows:

$$\text{Surrender Scale Factor} \times (\text{Number of Annual Premium paid by You during the contract} / 5) \times \text{Maturity Scale Factor} \times \text{Annual Premium, where,}$$
 '5' in the denominator refers to the total number of Premium payable under the Policy.

6) Payment of Benefits & Claim Procedure

- a) Claims under the following benefits shall be administered by a Third Party Administrator (TPA) appointed by Us:
 - (1) Critical Illness Benefit;
 - (2) Hospital Cash Benefit; and
 - (3) Surgical Cash Benefit.
 - b) It is a condition precedent to Our liability to make any payment that:
 - i) You shall immediately inform:
 - (1) Us and the TPA in writing for a benefit which is specified in 6)a) above; or
 - (2) Us in writing, if the claim is for other benefits under the Policy, without delay, and in any event within 10 working days of the occurrence giving rise to such claim.
 - ii) We are provided with the opportunity of establishing to Our satisfaction that a claim is payable and the amount of that claim, for which purpose We shall be entitled to receive all reasonable co-operation in terms of providing documentation and information (where applicable), including but not limited to:
 - (1) The claim form duly completed
 - (2) The Policy Document
 - (3) Evidence of date of birth if We have not admitted age
 - (4) The original or a legalised copy of the death certificate showing the circumstances and cause and the date of death (in case of death)
 - (5) Original / photocopies of hospital bills, Medical Practitioner's reports and certificates and such other proof that We may require to Our reasonable satisfaction to verify Your claims under the Policy
 - (6) Any other documentation We may request.
- For obtaining cashless treatment, the Policyholder shall also provide such information/ documentation pertaining to the claim (including those specified in 6)b)ii) above) to the TPA, and as otherwise requested by the TPA .
- iii) The Insured may have to submit to a medical examination by Our doctor as often as We shall consider necessary.
 - iv) If the claim is in respect of any of the benefits specified in Article 6)a) above, the Insured shall be required to follow the procedure set out below for obtaining cashless treatment at Network Hospitals:
 - (1) Each Insured under this Policy will be issued an identity card by the TPA. The Insured can avail himself / herself of cashless treatment only at a Network Hospital. Provision of cashless treatment is subject to the Insured providing the identity card at the time of admission into any Network Hospital, and is conditional upon the terms and conditions for the usage of the identity card as communicated to the Insured by the TPA, from time to time. The Insured may contact the TPA to verify whether a particular Hospital is a Network Hospital or not, however, this should be verified before admission to such Hospital.

- (2) If the claim is for cashless treatment, the Insured must contact the TPA at least 6 hours before the planned Hospitalisation, except in the case of an emergency situation.
- (3) All claims at Network Hospitals should be preauthorised by the Third Party Administrator of the Company. Preauthorisation of a claim allows cashless access to the Network Hospital. In case of Hospitalisation, the treating Network Hospital will send a completely filled 'Preauthorisation Request Form' to the nearest office of the TPA. Preauthorisation is completed upon issuance of an authorisation letter by the TPA.
- (4) If a claim under this Policy is accepted by Us and the actual cost of providing the cashless treatment of the Insured at the Network Hospital is:
 - (a) lower than the entitled benefit amount (as applicable to the relevant benefit), the Insured, shall be entitled to the difference as a cash payment from Us. Any claims for cash payouts should be reported to the TPA/ Us within 30 days from the date of discharge of the Insured from the Hospital.
 - (b) higher than the entitled benefit amount, (as applicable to the relevant benefit), Our maximum liability to make any payment under the Policy is limited to the entitled benefit amount as specified under the Policy and the Insured shall bear such difference on its own account.
- v) If cashless treatment has not been obtained by the Insured or if the treatment of the Insured is undergone in a Non-Network Hospital or if the claim is in respect of any of the benefits other than as specified in Article 6(a) above, then, subject to the other terms and conditions specified in this Policy, Our maximum liability to make payment under this Policy shall be limited to the entitled benefit amount (as applicable to the relevant benefit).

7) **Nomination & Assignment**

- a) The Policyholder may nominate a Nominee in accordance with Section 39 of the Insurance Act 1938 and We shall register the same in Our records and send an endorsement confirming the identity of the Nominee.
- b) We must be informed in writing of any change of the Nominee. Any nomination and any change in nomination will take effect only when We register the same in Our records and We send an endorsement confirming the identity of the Nominee or the new Nominee.
- c) If there is more than one Nominee and a Nominee dies before a payment becomes due then We will pay the other Nominees in proportion to their designated shares as specified in the Schedule, and if there are no Nominees then We will pay the legal heirs of the Policyholder.
- d) The Policyholder may assign this Policy. An assignment of the Policy shall automatically cancel all nominations. No assignment shall be effective against Us until We have received a written notice of the assignment in accordance with Section 38 of the Insurance Act 1938.
- e) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

8) **Miscellaneous**

a) **Loss of the Policy Document**

- i) We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and to call for such evidence of the loss of the Policy Document, at the Policyholder's expense, as We consider necessary before issuing a duplicate Policy Document. We have the right to charge a fee for the issue of a duplicate Policy Document.
- ii) It is hereby understood and agreed that the Policyholder will protect Us and hold Us harmless against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of issuance of a duplicate Policy Document.

b) **Correspondence**

- i) The Policyholder must give Us all notices, instructions and correspondence, including notices of transfer, nomination or other transactions, in writing at Our address specified in the Schedule or at any of Our Branch Offices.
- ii) The Policyholder should notify Us of any change in his / her address or the nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.

c) **Fraud**

If the Policyholder or Nominee or anyone acting for any of them or with their knowledge makes any misleading, false or fraudulent claim, then this Policy shall be void and any benefits hereunder shall be forfeited.

d) **Currency & Territorial Limits**

All premiums and benefits are payable within India and in the currency of the Policy as specified in the Schedule.

e) **Governing Law**

This Policy and the applicable Terms and Conditions are subject to and shall be construed in accordance with Indian law.

f) **Entire Contract**

The Policy Document comprises the entire contract between the Policyholder and Us, and it cannot be changed or altered unless We approve it in writing by endorsement on the Schedule. The insurance agent is not authorised by Us to amend the Policy Document, or to accept any notice on Our behalf.

g) **Agent's Authority**

- i) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- ii) The insurance agent is not authorised to collect money in any form that is meant for Us. If the Policyholder pays money in any form to an insurance agent that is meant for Us towards payment of Premium, the insurance agent shall be acting only as the Policyholder's representative and at the Policyholder's sole risk.