



**TERMS & CONDITIONS**  
**Aviva Health Secure**  
**Non-linked, Non-participating Plan (UIN: 122N095V01)**

Your Proposal Form is the basis of the insurance provided by, and is part of, the Policy Document, which means these Standard Terms & Conditions and the Schedule.

**1) Interpretation and 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 terms defined below have the meanings given to them wherever they appear in the Policy Document:
- i) Age means age at last birthday.
  - ii) Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
  - iii) Critical Illness means any one of the illnesses defined below or the first performance of any one of the surgeries defined below:
    - 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:
      - (1) A history of typical prolonged chest pain; and
      - (2) New electrocardiograph (ECG) changes; and
      - (3) 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:
      - (1) Transient ischaemic attacks;
      - (2) Any reversible ischaemic neurological deficit;
      - (3) Vertebrobasilar ischaemia;
      - (4) Cerebral symptoms due to migraine; or
      - (5) 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:
      - (1) All tumours which are histologically described as benign, pre-malignant or non-invasive;
      - (2) Any lesion described as carcinoma in-situ;
      - (3) Cervical dysplasia or intra-epithelial neoplasia (CIN-1, CIN-2 or CIN-3);
      - (4) Prostatic Intra-epithelial neoplasia (PIN);
      - (5) 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;
      - (6) Any forms of cancer in the presence of Human Immunodeficiency Virus infection, including lymphoma or Kaposi's sarcoma;
      - (7) Thin melanomas with pathology report showing Clarke's Level less than III or Breslow thickness less than 1.5 mm;
      - (8) All non-melanoma skin cancers;
      - (9) 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 end-stage failure of the relevant organ and the Insured must be accepted in a transplant program satisfactory to Us. Bone marrow transplant is also covered if the Insured has 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 grafts. 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 in 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) 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 valves. 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.

i) 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.

j) Multiple Sclerosis:

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

- (1) 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
- (2) 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.

k) 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.

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.

- iv) Insured means the person named in the Schedule, who is covered under this Policy
- v) Maturity Date means the date specified in the Schedule.
- vi) Nominee means the person named in Schedule who has been nominated in accordance with Article 8
- vii) Policy means the arrangements established by this Policy Document.
- viii) Policy Anniversary means the annual anniversary of the Commencement Date.
- ix) Policy Term means the period between the Commencement Date and the Maturity Date.
- x) Policy Year means the year commencing on the Commencement Date or any Policy Anniversary.
- xi) Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
- xii) Proposal Form means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.
- xiii) Registered 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:
  - (a) Your close relative; or
  - (b) a person who resides with You; or
  - (c) the Insured.
- xiv) Regular Premium means the amount payable by You in the manner and at the intervals (Premium Frequency) specified in the Schedule.
- xv) 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.
- xvi) Specialist means a person who holds a recognized post graduate qualification in any specialized stream of allopathic medicine, is registered by the Indian Medical Council and is practicing within the scope of such license, and shall not include:
  - (a) any relative of You or the Insured; or
  - (b) any person who resides with You or the Insured; or
  - (c) any person covered under this Policy.
- xvii) Sum Assured means the amount specified in the Schedule.
- xviii) Survival Period means a period of 30 days beginning on the date of diagnosis of the Critical Illness.
- xix) Waiting Period means a period of 90 days beginning on the Commencement Date or the date of reinstatement of the Policy.
- xx) We, Our or Us means the Aviva Life Insurance Company India Limited.
- xxi) You or Your means the policyholder named in the Schedule who has concluded this Policy with Us.

## 2) Benefits

### a) Critical Illness Benefit

If the Insured is first diagnosed with a Critical Illness during the Policy Term and while the Policy is in force, We will pay the Sum Assured to You provided that:

- (i) The Critical Illness is diagnosed after the completion of the Waiting Period; and
- (ii) The Insured has survived until at least the completion of the Survival Period; and
- (iii) We have received notice of the claim and the specified claim documentation in accordance with Article 4; and
- (iv) The Critical Illness has been confirmed in writing by a Registered Medical Practitioner, including a Specialist acceptable to Us, (the costs of which shall be borne by You or the Insured).

The Policy shall terminate immediately and automatically on the earlier of the payment of the Sum Assured under Article 2)a) or the Insured's death.

- b) In addition to any specific exclusions specified in the definitions of the Critical Illnesses, We shall not be liable to make payment for any claims under Article 2)a) if the claim is directly or indirectly attributable to, or aggravated or arising out of, any of the following unless such acts of the Insured are beyond his/ her control:
- (i) Alcohol or drug abuse including drug taking other than prescribed by a Registered Medical Practitioner, any actual or alleged crime committed by the Insured, wilful self inflicted injury and attempted suicide.
  - (ii) Failure to seek or follow medical advice.
  - (iii) Engaging in racing of any kind other than athletics or swimming.
  - (iv) 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.
  - (v) Radioactive contamination due to a nuclear accident.
  - (vi) Any mental or functional disorder, where:
    - 1. Functional disorder is a disorder of a physiological function having no known organic basis; and
    - 2. Mental disorder is any clinically significant behavioral or psychological syndrome characterized by the presence of distressing symptoms, impairment of functioning, or significantly increased risk of suffering death, pain, or other disability.
  - (vii) Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
  - (viii) Any condition existing prior to the Commencement Date except as specified in the Schedule.
- c) No amount will be payable under the Policy on the Maturity Date or on the Insured's death or on the surrender of the Policy. It is agreed and understood that We shall not be liable to pay more than the Maximum Sum Assured specified in the Schedule in respect of any and all claims arising on all Our critical illness policies under which the Insured is covered.

### 3) Payment of Premium, Grace Period, Reinstatement and Dealings with the Policy

- a) Regular Premium is payable in the amounts, specified in the Schedule, at the Premium Frequency and for the Premium Payment Term. Regular Premium shall be paid on every Policy Anniversary, if the Premium Frequency is annual. If the Premium Frequency is half yearly, then the Regular Premium shall become due on the day corresponding with the Commencement Date in every half-year. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be the due date.
- b) If We have not received the Regular Premium in full by the date on which it was due to Us, then We shall allow a grace period of 30 days for You to pay the Regular Premium to Us. During this grace period the Critical Illness Benefit applicable under the Policy will be available.
- c) If We do not receive the due Regular Premium in full within the grace period, then:
  - (i) This Policy shall immediately and automatically lapse and the Critical Illness Benefit shall cease immediately.
  - (ii) You may give Us written notice to reinstate the Policy during the Policy Term and within one (1) year of the due date of the first unpaid Regular Premium and provide Us with all information or documentation We request. You understand and agree that:
    - (1) You shall pay in advance the due Regular Premium in full and the reinstatement fee specified in the Schedule. You shall also bear all costs of any medical examination and special tests.
    - (2) Even if You have submitted all the information and documentation sought there is no obligation on Us to reinstate the Policy or reinstate it on the same terms and the revival is subject to Our underwriting requirements, as applicable from time to time.
    - (3) The reinstatement of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the reinstatement of the Policy.
  - (iii) If We do not receive Your notice to reinstate the Policy within one (1) year of the due date of the first unpaid Regular Premium then the Policy shall automatically terminate and no amount shall be payable under or in relation to the Policy. We may review the rate of Regular Premium applicable under the Policy at every 5 Policy Years at the Policy Anniversary, subject to prior approval from Insurance Regulatory & Development Authority. Any changes to the Regular Premium rates shall be notified in writing to You and shall be applicable from the immediately subsequent Policy Anniversary.
- d) No loan shall be granted under this Policy.

### 4) Conditions for Payment

- It is a condition precedent to Our liability to make any payment that:
- a) We are given written notice of the claim immediately and in any event within ninety (90) days from the date of diagnosis of the Critical Illness. If the claim is intimated to Us after 90 days from the date of diagnosis of the Critical Illness, We will accept the claim only if the written reasons provided for the delay are found to be satisfactory by Us.
  - b) We are given such information and documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause leading to the claim and/or Our liability in respect of it, including but not limited to:
    - (i) Our claim form duly completed.
    - (ii) The Policy Document.
    - (iii) Evidence of date of birth if We have not admitted age.
    - (iv) Medical report confirming the occurrence of Critical Illness which is acceptable to Us.
    - (v) All past and present medical records (such as discharge summary, daily records and investigation test reports), if applicable.
    - (vi) FIR, police inquest, final police report, if applicable.
    - (vii) The original or a certified copy of the death certificate showing the circumstances and cause and the date of death, if applicable.
    - (viii) A copy of the claimant's photo identification proof, address proof and bank account details, if not provided earlier.
    - (ix) Any other documentation or information We request.
  - c) We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Critical Illness.

### 5) Termination

This Policy shall terminate immediately and automatically on the occurrence of the earliest of the following:

- a) on payment of the Sum Assured under Article 2)a);or
- b) on the Insured's death; or
- c) on the expiry of one (1) year from the due date of the first unpaid Regular Premium, if the Regular Premium has not been received in full; or
- d) the Maturity Date.

**6) Change in Occupation**

It is a condition precedent to Our liability to make payment that You shall give written notice to Us immediately if there is any change in the Insured's occupation

**7) Taxation**

We are entitled to make such deductions and/ or levy such charges, present and future which in Our opinion are necessary and appropriate, from and/ or on the Regular Premium payable and/or fees/ charges payable or benefit amount receivable under the Policy on account of any income, withholding, service tax, sales tax, value added or other tax, cess, duty or other levy which is or may be imposed in relation to the Policy by any legislation, order, regulation or otherwise upon Us, You or the Nominee. It is agreed and understood that We shall not be liable for any taxes on any personal income of You or the Nominee.

**8) Nomination and Assignment**

- a) You may nominate a Nominee or change an existing Nominee by giving Us written notice.
- b) 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.
- c) If there are no Nominees then We will pay Your legal heirs or legal representatives.
- d) You 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.
- e) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

**9) Entire Contract**

This Policy constitutes the complete contract of insurance between You and Us. We may amend the Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the Insurance Regulatory and Development Authority.

**10) Due Observance**

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability.

**11) Fraud**

If You or the Nominee or anyone acting on Your or his behalf or at Your or his direction or with Your or his knowledge makes or advances any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then this Policy shall be void and any amount actually paid or potentially payable shall be forfeited.

**12) Territorial Limits & Currency**

All Regular Premium and benefits are payable only within India and in Indian Rupees.

**13) Misstatement**

In accordance with Section 45 of the Insurance Act, 1938:

- a) No Policy shall after the expiry of two years from the Commencement Date be called into question by Us on the ground that a statement made in the Proposal Form or in any report of a medical officer or referee, or Your friend, or in any other document leading to the issue of the Policy Document was inaccurate or false unless We show that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by You and that You knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.
- b) Nothing in this Article shall prevent Us from calling for proof of age at any time if We are entitled to do so, and no Policy shall be deemed to be called into question merely because the terms of the Policy Document are adjusted on subsequent proof that the Insured's age was incorrectly stated in the Proposal Form. If there is a change in or amendment to Section 45 of the Insurance Act, 1938, then it is agreed that Our rights to call into question any Policy shall be as per the change in or amendment to the law on the date when the Policy is called into question.

**14) Loss of the Policy Document**

- a) 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 Your 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.
- b) If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original shall cease to be of any legal effect and You shall indemnify and keep Us indemnified and hold Us harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a duplicate Policy Document.

**15) Notices & Correspondence**

- a) You shall give Us all notices, instructions and correspondence in writing at Our address specified in the Schedule or at any of Our branch offices.
- b) All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule. You shall notify Us of any change in Your address or Your Nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.
- c) Any Policy Document or any other communication sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule shall be deemed to have been received by You within 7 days from the date of dispatch.

**16) Agent's Authority**

- a) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- b) No insurance agent is authorised to amend the Policy Document, or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at Your risk and the agent will be acting only as Your representative.

**17) Governing Law**

Any and all disputes or differences arising out of or under this Policy shall be governed by and determined in accordance with Indian law and by the Indian Courts.