

Aviva Smart Vitals
(An Individual Non-linked, Non-Participating Pure Risk Health Insurance Fixed Benefit Plan)

Aviva Smart Vitals [UIN:122N159V01]

Policy Document

CIN-U66010DL2000PLC107880

Mr./Ms. XYZ ABC

D-X, Block-XY Near XYS ABC - 123

XYZ, India

Subject: Aviva Smart Vitals- An Individual Non-Linked, Non-Participating Pure Risk Health Insurance Fixed Benefit Plan Policy No.: ----- / Client ID: -----

[Bar Code]

Dear Mr./Ms. XYZ,

Thank you for choosing Aviva as your Life Insurance Partner.

Your Policy Document for **Aviva Smart Vitals** contains all the details about - Your Policy, including Your Proposal Form, Schedule, Customer Information Sheet, Premium Calculation and the first Premium receipt. This document carries important information about Your Policy. A copy of Customer Information Sheet is also enclosed for your information and record. Please read the Policy Document carefully. We advise You to keep the Policy Document safe and also inform Your nominee of its location. If You notice any mistake or error in this Policy, then, this Policy should be returned to Us immediately for rectification.

Free Look Option

You have an option to return this Policy for cancellation at any time within the first thirty (30) days of receipt of this Policy, if You disagree with this Policy. You can return this Policy by submitting to Us the original Policy Document and a written request stating the reasons for the return. Once We receive these documents, We will refund premium paid subject only to a deduction of a proportionate risk premium for the period of cover and the expenses, if any, incurred by Us on medical examination and stamp duty charges. Further, in case We have given any electronic gadget to track the number of steps of the Policyholder, the same item shall be returned by You to Us on cancellation of the policy during the Free Look period.

For any query, claim, complaint or grievance relating to the Policy, please feel free to connect on any of the touchpoints mentioned below. You may also visit your nearest branch or contact Your advisor.

Thank you for being a valued customer.

Name:

Designation:

Intermediary Name:

Intermediary Code:

Intermediary License No.:

Intermediary Telephone No.:

Intermediary Mobile No:

Intermediary Email:


**Aviva Life Insurance
Company India Limited**
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Cyber Park, Sector-20, NH-8,
Gurugram, Haryana-122 016
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Helpline Number**
1800-103-77-66 (Toll
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0124-270-9046


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vivaindia.com

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PART A-Policy Schedule

Policy Preamble

This Policy Document evidences the contract of insurance between You and Us. Your Proposal Form is the basis of the insurance provided by Us. We will provide the benefits set out in this Policy subject to applicable terms and conditions.

1. Policy Details	
Policy Number: Plan Name: Aviva Smart Vitals Plan Type: Insurance Agent/ Insurance Intermediary: Name of the Insurance Agent/ Insurance Intermediary: Insurance Agent/ Insurance Intermediary License No.: Insurance Agent/ Insurance Intermediary Code:	Plan Code: UIN: Policy Classification: Address: Telephone No.: Mobile No.: Email:
2. Policyholder Details	3. Insured Details
Name: Date of birth: Age: Gender: Identity proof: Address: Contact Number(s): Email Id: Relationship with Insured:	Name: Date of birth: Age: Gender: Identity proof: Address: Contact Number(s): Email Id: Whether Age admitted: (Yes/No):
4. Insurance Details	
A. Base Plan	
Premium Payment Type:	Regular Pay
Instalment Premium excl. taxes & underwriting extra (if any):	
Premium Frequency:	Annual
Extra Premium excl. taxes (if applicable):	
Annualized Premium:	
Risk Commencement Date:	
Commencement Date:	
Applicable Tax Amount*:	0
Instalment Premium & underwriting extra (if any) incl. taxes:	
Base Sum Insured (at inception of the Policy):	
Policy Term:	<10/15/20> years
Premium Payment Term:	<10/15/20> years
Due date for payment of last Premium:	
Maturity Date:	
Rider Details (If Applicable)	Not Applicable
Alteration Charges*:	Not Applicable

*Applicable taxes shall be payable on the premium/charges/fee at the prevailing rate. **Tax laws are subject to change.**

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5. Nomination Details (Under section 39 of the Insurance Act 1938, amended from time to time)

Nominee(s) 1

Name:
Gender:
Address:
Age:
Percentage:
Relationship:
Telephone No.:
Mobile No.:

Nominee(s) 2

Name:
Gender:
Address:
Age:
Percentage:
Relationship:
Telephone No.:
Mobile No.:

Nominee(s) 3

Name:
Gender:
Address:
Age:
Percentage:
Relationship:
Telephone No.:
Mobile No.:

Email:

Email:

Email:

Appointee (in case of minority of the Nominee)

Name:
Gender:
Age:
Relationship with
Nominee:
Address:

Telephone No.:
Mobile No.:
Email:

Beneficiaries in case of insurance under the Married Women's Property Act, 1874

Beneficiary 1

Name:
Gender:
Age:
Address:
Telephone No.:
Mobile No.:
Email:

Beneficiary 2

Name:
Gender:
Age:
Address:
Telephone No.:
Mobile No.:
Email:

Beneficiary 3

Name:
Gender:
Age:
Address:
Telephone No.:
Mobile No.:
Email:

6. Any Special Conditions:

7. Endorsements, if any: All premiums and benefits under this Policy are payable in Indian Rupees.
This Schedule forms an integral part of the Policy Document and should be read in conjunction.

8. Our Address: Aviva Life Insurance Company India Ltd., 401-A, 4th Floor, Block A, DLF Cyber Park, Sector 20, NH-8, Gurugram , Haryana - 122 016

Note: On examination of this Schedule, if You notice any mistake/error in the information, this Policy is to be returned to Us for correction promptly.

Authorized Signatory:

Date:

Place:

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PART B-Definitions

Words or phrases appearing in the Policy Document in initial capitals will have the meanings given to them below:

Where appropriate, any reference to the singular includes references to the plural, references to the male include references to the female and references to any statute include references to any subsequent changes to that statute.

In case of any conflict between the interpretations of any of the terms of this Policy Document, the Part C (Specific Terms and Conditions) shall override Part B (Definitions) of this Policy Document.

B.1 General Terms

Accident: An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

Act means the Insurance Act, 1938

Age means age of the Life Insured on the last birthday at commencement of the policy as specified in the Schedule.

Annualized premium shall be the premium amount payable in a year excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums.

Assignee is the person to whom the rights and benefits are transferred by virtue of an Assignment.

Assignment is the process of transferring the rights and benefits to an "Assignee", in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.

Authority means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999.

Base Policy/Policy means the life insurance plan bought by the Policyholder along with this Rider out of the various products offered by the Company.

Base Sum Insured means the amount specified in the Schedule payable in accordance with Section 1.2 (Policy Benefits) of Part C.

Bodily Injury means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.

Claimant shall mean the Life Insured (or) the Policyholder (or) the Nominee where a valid nomination has been effected or the Legal Heirs of the Policyholder/Nominee as the case may be

Critical Illness means the illness/procedures covered under this Policy as defined in Part B.2 Definitions – Covered Critical Illnesses

Diagnosis or Diagnosed means the definitive diagnosis made by a Medical Practitioner during the Policy Term, based upon radiological, clinical, histological or laboratory evidence.

Due Date means the date on which the Policy Premium is due and payable by the Policyholder.

Enhanced Sum Insured is the sum of Base Sum Insured and the allotted Wellness Additions, if any, payable in accordance with Section 7 of Part C.

Free Look Period is the period of 30 days from the date of receipt of the Policy Document by the Policyholder to review the terms and conditions of this Policy and where the Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this Policy as detailed in Section 4 of Part D of this Policy Document.

Grace period for other than single premium policies means the time granted by the insurer from the due date of payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the policy. The grace period for payment of the premium for all types of life insurance policies shall be fifteen days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases.

Inforce policy means a policy in which all the due premiums have been paid and the premiums are not outstanding.

Installment Premium means the amount stipulated in the Policy Schedule and paid at regular intervals (annual as applicable in this Policy) by the Policyholder in consideration for acceptance of risk and benefits specified in the Policy Document.

Insurance Act means the Insurance Act, 1938

Hospital means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical

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Establishments (Registrations and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- i) Has qualified nursing staff under its employment round the clock;
- ii) Has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- iii) Has qualified medical practitioner(s) in charge round the clock;
- iv) Has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v) Maintains daily records of patients and makes these accessible to the insurer's authorized personnel.

IRDAI means the Insurance Regulatory and Development Authority of India.

Insured Event under this Policy means the Insured to have undergone/diagnosed to be suffering from one of the covered Critical Illness(es) as defined in Part B.2- Definitions on the first occurrence of such Critical Illness subject to definitions and exclusions applicable to such Critical Illness.

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

(a) **Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery

(b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
2. it needs ongoing or long-term control or relief of symptoms
3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
4. it continues indefinitely
5. it recurs or is likely to recur

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused

by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

Lapse means when all benefits under the Policy cease due to non-payment of Premium on due date or within the Grace Period.

Life Insured/ Insured means the person(s) on whose life this Policy is/are effected and is/are named in the Schedule.

Maturity Date means the Policy Expiry Date specified in the Schedule and when the coverage under the Policy ends.

Medical Advice - Any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-up prescription.

Medical Practitioner means a person who holds a valid registration from the Medical Council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy setup by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license. Medical Practitioner shall not include:

- i) Your spouse, father (including step father), mother (including step mother), son (including step son), son's wife, daughter (including step daughter), daughter's husband, brother (including step brother) and sister (including step sister), or;
- ii) You or the Insured
- iii) Insurance Agent, business partner(s) or employer/employee of the Insured.

Medical Treatment Medical treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

- i) is required for the medical management of the illness or injury suffered by the insured;
- ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- iii) must have been prescribed by a medical practitioner;
- iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

Nominee(s) means the person(s) named by the Policyholder to receive payment, according to the terms and conditions of this Policy.

Non-Linked insurance products are the products other than Linked insurance products.

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Non-par products or Products without participation in profits means products where policies are not entitled for any share in surplus (profits) during the term of the policy

Notification of Claim: Notification of claim means the process of intimating a claim to the insurer through any of the recognized modes of communication

Policy means this contract of insurance as evidenced by the Policy Document.

Policy Anniversary means the anniversary of the Risk Commencement Date

Commencement Date means the date on which this Policy commences, as specified in the Schedule.

Policy Document means the Terms & Conditions, the Application Form and the Schedule as amended from time to time

Policy Term means the period between the Risk Commencement Date and Policy Expiry Date.

Policy Year means the 12 months period starting from the Risk Commencement Date and accordingly thereafter every subsequent Policy Anniversary.

Policyholder means the person named in the Schedule who has concluded this Policy with the Company. Policyholder is the owner of the Policy.

Premium means the amount of premium payable by the **Policyholder**. The Schedule details the amount payable (**Installment Premium**), when it is to be paid (**Premium Frequency**) and the term over which it is to be paid (**Premium Payment Period**).

Premium Frequency is a regular time interval as specified in the Policy Schedule, at which the Installment Premium is payable during the Premium Payment Term

Pre-existing Disease: Pre-existing Disease means any condition, ailment, injury or disease:
i) That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement or
ii) For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement.

Proposal Form means the completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Base Policy.

Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

Revival means restoration of the Policy by the Company, which was discontinued due to the non-payment of Premium, with all the benefits mentioned in the Policy Document, upon the receipt of all the premiums due and other charges or late fee if any, as per the terms and conditions of the Policy, upon the Company being satisfied as to the continued insurability of the Insured on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy

Revival Period means a period of five (5) consecutive complete years commencing from the date of the first unpaid Premium.

Risk Commencement Date means the date as specified in the Schedule from which the risk cover starts under this Policy.

Savings Products means those products other than "Pure risk products".

Schedule means the schedule (including any endorsements) we have issued in connection with Base Policy and, if more than one, then the latest in time.

Senior Citizen shall have the same meaning assigned to it under Maintenance and Welfare of Parents and Senior Citizens Act, 2007

Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care center by a Medical Practitioner.

Surrender means complete withdrawal or termination of entire policy contract

Surrender Value means an amount, if any, that becomes payable on surrender of a policy during its term means the amount payable in accordance with Section 2 (Surrender Value) of Part D.

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Survival Period means a period of Fifteen (15) days after the date of first diagnosis of the covered Critical Illness (Part B.2-Definitions), that the Policyholder must survive to become eligible for the benefit payment under the Insured Event.

Total Premiums Paid means the total of all the premiums received by Us, excluding any extra premium, rider premium and applicable taxes, if any.

UIN means a unique number allotted to each product which is required to be disclosed in product related literature, policy documents and any other supporting documents for such product

Underwriting is the term used to describe the process of assessing risk and ensuring that the cost of the cover is proportionate to the risks faced by the individual concerned. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium or modified terms, if any, is taken.

Waiting Period means period of Ninety (90) days from the Risk Commencement Date or Date of Revival of the Policy.

We, Our or Us means the Aviva Life Insurance Company India Limited.

You or Your means the person named in the Schedule who has taken this Policy with Us.

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B.2 Definitions – Covered Critical Illnesses
Standard Nomenclature and Procedures

1. Cancer of Specified Severity

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- a) All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
- b) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- c) Malignant melanoma that has not caused invasion beyond the epidermis;
- d) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- e) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f) Chronic lymphocytic leukaemia less than RAI stage 3
- g) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- h) All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

2. Myocardial Infarction (First Heart Attack of Specific Severity)

The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- a) A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- b) New characteristic electrocardiogram changes
- c). Elevation of infarction specific enzymes, Troponins or other specific biochemical markers,

The following are excluded:

- Other acute Coronary Syndromes
- Any type of angina pectoris
- A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

3. Open Chest CABG

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded: Angioplasty and/or any other intra-arterial procedures

4. Open Heart Replacement Or Repair Of Heart Valves

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The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

5. Coma of Specified Severity

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 continuously for at least 96 hours;
- b) life support measures are necessary to sustain life; and
- c) permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- d) The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

6. Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

7. Stroke Resulting In Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- a) Transient ischemic attacks (TIA)
- b) Traumatic injury of the brain
- c) Vascular disease affecting only the eye or optic nerve or vestibular functions.

8. Major Organ /Bone Marrow Transplant

- a) The actual undergoing of a transplant of:
- b) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- c) Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- d) The following are excluded:
- e) Other stem-cell transplants
- f) Where only islets of langerhans are transplanted

9. Permanent Paralysis Of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

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10. Motor Neuron Disease With Permanent Symptoms

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

11. Multiple Sclerosis With Persisting Symptoms

The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- a) investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- b) there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- c) Neurological damage due to SLE is excluded.

12. Benign Brain Tumor

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed imaging studies such as CT scan or MRI. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- a) Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- b) Undergone surgical resection or radiation therapy to treat the brain tumor.

The following conditions are excluded: Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

13. Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident. The Blindness is evidenced by:

- a) corrected visual acuity being 3/60 or less in both eyes or;
- b) the field of vision being less than 10 degrees in both eyes.

The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

14. Deafness

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears.

15. End Stage Lung Failure

End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- a) FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- b) Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- c) Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less ($\text{PaO}_2 < 55\text{mmHg}$); and
- d) Dyspnea at rest.

16. End Stage Liver Failure

Permanent and irreversible failure of liver function that has resulted in all three of the following:

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

Liver failure secondary to drug or alcohol abuse is excluded.

17. Loss of Limbs

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

18. Major Head Trauma

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging.

Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

The Activities of Daily Living are:

- a) 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;
- b) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- c) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d) Mobility: the ability to move indoors from room to room on level surfaces;
- e) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- f) Feeding: the ability to feed oneself once food has been prepared and made available. The following are excluded:
Spinal cord injury

19. Primary (Idiopathic) Pulmonary Hypertension

An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

The NYHA Classification of Cardiac Impairment are as follows:

- a) Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- b) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

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20. Third Degree Burns

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area

21. Aplastic Anemia

A definite diagnosis of aplastic anaemia resulting in severe bone marrow failure with anaemia, neutropenia and thrombocytopenia. The condition must be treated with blood transfusions and, in addition, with at least one of the following:

- a) Bone marrow stimulating agents
- b) Immunosuppressants
- c) Bone marrow transplantation
- d) The diagnosis must be confirmed by a Consultant Haematologist and evidenced by bone marrow histology.

22. Medullary Cystic Disease

A definite diagnosis of medullary cystic disease evidenced by all of the following:

- a) Ultrasound, MRI or CT scan showing multiple cysts in the medulla and corticomedullary region of both kidneys
- b) Typical histological findings with tubular atrophy, basement membrane thickening and cyst formation in the corticomedullary junction
- c) Glomerular filtration rate (GFR) of less than 40 ml/min (MDRD formula)

The diagnosis must be confirmed by a Consultant Nephrologist.

For the above definition, the following are not covered:

- i) Polycystic kidney disease
- ii) Multicystic renal dysplasia and medullary sponge kidney
- iii) Any other cystic kidney disease

23. Parkinson's Disease

A definite diagnosis of primary idiopathic Parkinson's disease, which is evidenced by at least two out of the following clinical manifestations:

- a) Muscle rigidity
- b) Tremor
- c) Bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses)

Idiopathic Parkinson's disease must result [before age 65] in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months despite adequate drug treatment.

- a) Activities of Daily Living are:
 - b) 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.
 - c) Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
 - d) Feeding oneself – the ability to feed oneself when food has been prepared and made available.
 - e) Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
 - f) Getting between rooms – the ability to get from room to room on a level floor.
 - g) Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

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The diagnosis must be confirmed by a Consultant Neurologist.

The implantation of a neurostimulator to control symptoms by deep brain stimulation is, independent of the Activities of Daily Living, covered under this definition. The implantation must be determined to be medically necessary by a Consultant Neurologist or Neurosurgeon.

For the above definition, the following are not covered:

- I. Secondary parkinsonism (including drug- or toxin-induced parkinsonism)
- II. Essential tremor
- III. Parkinsonism related to other neurodegenerative disorders

24. Apallic Syndrome

A vegetative state is absence of responsiveness and awareness due to dysfunction of the cerebral hemispheres, with the brain stem, controlling respiration and cardiac functions, remaining intact.

The definite diagnosis must be evidenced by all of the following:

- a) Complete unawareness of the self and the environment
- b) Inability to communicate with others
- c) No evidence of sustained or reproducible behavioral responses to external stimuli
- d) Preserved brain stem functions
- e) Exclusion of other treatable neurological or psychiatric disorders with appropriate neurophysiological or neuropsychological tests or imaging procedures
- f) The diagnosis must be confirmed by a Consultant Neurologist and the condition must be medically documented for at least one month without any clinical improvement.

25. Major Surgery of the Aorta

The undergoing of surgery to treat narrowing, obstruction, aneurysm or dissection of the aorta. Minimally invasive procedures like endovascular repair are covered under this definition. The surgery must be determined to be medically necessary by a Consultant Surgeon and supported by imaging findings.

For the above definition, the following are not covered:

- a) Surgery to any branches of the thoracic or abdominal aorta (including aortofemoral or aortoiliac bypass grafts)
- b) Surgery of the aorta related to hereditary connective tissue disorders (e.g., Marfan syndrome, Ehlers–Danlos syndrome)
- c) Surgery following traumatic injury to the aorta

26. Fulminant Viral Hepatitis - resulting in acute liver failure

A definite diagnosis of fulminant viral hepatitis evidenced by all of the following:

- a) Typical serological course of acute viral hepatitis
- b) Development of hepatic encephalopathy
- c) Decrease in liver size
- d) Increase in bilirubin levels
- e) Coagulopathy with an international normalized ratio (INR) greater than 1.5
- f) Development of liver failure within 7 days of onset of symptoms
- g) No known history of liver disease

The diagnosis must be confirmed by a Consultant Gastroenterologist.

For the above definition, the following are not covered:

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- I. All other non-viral causes of acute liver failure (including paracetamol or aflatoxin intoxication)
- II. Fulminant viral hepatitis associated with intravenous drug use

27. Cardiomyopathy

A definite diagnosis of one of the following primary cardiomyopathies:

- a) Dilated Cardiomyopathy
- b) Hypertrophic Cardiomyopathy (obstructive or non-obstructive)
- c) Restrictive Cardiomyopathy
- d) Arrhythmogenic Right Ventricular Cardiomyopathy

The disease must result in at least one of the following:

- I. Left ventricular ejection fraction (LVEF) of less than 40% measured twice at an interval of at least 3 months.
- II. Marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain (Class III or IV of the New York Heart Association classification) over a period of at least 6 months.
- III. Implantation of an Implantable Cardioverter Defibrillator (ICD) for the prevention of sudden cardiac death

The diagnosis must be confirmed by a Consultant Cardiologist and supported by echocardiogram, cardiac MRI or cardiac CT scan findings.

The implantation of an Implantable Cardioverter Defibrillator (ICD) must be determined to be medically necessary by a Consultant Cardiologist.

For the above definition, the following are not covered:

- a) Secondary (ischaemic, valvular, metabolic, toxic or hypertensive) cardiomyopathy
- b) Transient reduction of left ventricular function due to myocarditis
- c) Cardiomyopathy due to systemic diseases
- d) Implantation of an Implantable Cardioverter Defibrillator (ICD) due to primary arrhythmias (e.g. Brugada or Long-QT-Syndrome)

28. Muscular Dystrophy

A definite diagnosis of one of the following muscular dystrophies:

- a) Duchenne Muscular Dystrophy (DMD)
- b) Becker Muscular Dystrophy (BMD)
- c) Emery-Dreifuss Muscular Dystrophy (EDMD)
- d) Limb-Girdle Muscular Dystrophy (LGMD)
- e) Facioscapulohumeral Muscular Dystrophy (FSHD)
- f) Myotonic Dystrophy Type 1 (MMD or Steinert's Disease)
- g) Oculopharyngeal Muscular Dystrophy (OPMD)

The disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

Activities of Daily Living are:

- I. 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.
- II. Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- III. Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- IV. Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.

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V. Getting between rooms – the ability to get from room to room on a level floor.

VI. Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again. The diagnosis must be confirmed by a Consultant Neurologist and supported by electromyography (EMG) and muscle biopsy findings.

For the above definition, the following are not covered:

Myotonic Dystrophy Type 2 (PROMM) and all forms of myotonia

29. Poliomyelitis - resulting in paralysis

A definite diagnosis of acute poliovirus infection resulting in paralysis of the limb muscles or respiratory muscles. The paralysis must be medically documented for at least 3 months from the date of diagnosis.

The diagnosis must be confirmed by a Consultant Neurologist and supported by laboratory tests proving the presence of the poliovirus.

For the above definition, the following are not covered:

- a) Poliovirus infections without paralysis
- b) other enterovirus infections
- c) Guillain-Barré syndrome or transverse myelitis

30. Chronic Recurring Pancreatitis

A definite diagnosis of severe chronic pancreatitis evidenced by all of the following:

- a) Exocrine pancreatic insufficiency with weight loss and steatorrhoea
- b) Endocrine pancreatic insufficiency with pancreatic diabetes
- c) Need for oral pancreatic enzyme substitution

These conditions have to be present for at least 3 months. The diagnosis must be confirmed by a Consultant Gastroenterologist and supported by imaging and laboratory findings (e.g. faecal elastase).

For the above definition, the following are not covered:

- I. Chronic pancreatitis due to alcohol or drug use
- II. Acute pancreatitis

31. Bacterial Meningitis - resulting in persistent symptoms

A definite diagnosis of bacterial meningitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by growth of pathogenic bacteria from cerebrospinal fluid culture.

For the above definition, the following are not covered:

Aseptic, viral, parasitic or non-infectious meningitis

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32. Loss of Independent Existence

A definite diagnosis [before age 65] of a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

Activities of Daily Living are:

- a) 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.
- b) Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- c) Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- d) Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- e) Getting between rooms – the ability to get from room to room on a level floor.
- f) Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.
- g) The diagnosis has to be confirmed by a Specialist.

33. Alzheimer's Disease [before age 65] – requiring constant supervision

A definite diagnosis of Alzheimer's disease evidenced by all of the following:

- a) Loss of intellectual capacity involving impairment of memory and executive functions (sequencing, organizing, abstracting, and planning), which results in a significant reduction in mental and social functioning
- b) Personality change
- c) Gradual onset and continuing decline of cognitive functions
- d) No disturbance of consciousness
- e) Typical neuropsychological and neuroimaging findings (e.g. CT scan)

The disease must require constant supervision (24 hours daily) [before age 65]. The diagnosis and the need for supervision must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered: Other forms of dementia due to brain or systemic disorders or conditions

34. Chronic Adrenocortical Insufficiency (Addison's Disease)

Chronic autoimmune adrenal insufficiency is an autoimmune disorder causing gradual destruction of the adrenal gland resulting in inadequate secretion of steroid hormones. A definite diagnosis of chronic autoimmune adrenal insufficiency which must be confirmed by a Consultant Endocrinologist and supported by all of the following diagnostic tests:

- a) ACTH stimulation test
- b) ACTH, cortisol, TSH, aldosterone, renin, sodium and potassium blood levels

For the above definition, the following are not covered:

- a) Secondary, tertiary and congenital adrenal insufficiency
- b) Adrenal insufficiency due to non-autoimmune causes (such as bleeding, infections, tumours, granulomatous disease or surgical removal)

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35. Sporadic Creutzfeldt-Jakob Disease (sCJD)

A diagnosis of sporadic Creutzfeldt-Jakob disease, which has to be classified as “probable” by all of the following criteria:

- a) Progressive dementia
- b) At least two out of the following four clinical features: myoclonus, visual or cerebellar signs, pyramidal/extrapyramidal signs, akinetic mutism
- c) Electroencephalogram (EEG) showing sharp wave complexes and/or the presence of 14-3-3 protein in the cerebrospinal fluid
- d) No routine investigations indicate an alternative diagnosis
- e) The diagnosis must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered:

- a) Iatrogenic or familial Creutzfeldt-Jakob disease
- b) Variant Creutzfeldt-Jakob disease (vCJD)

36. Acute Viral Encephalitis - resulting in persistent symptoms

A definite diagnosis of acute viral encephalitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by typical clinical symptoms and cerebrospinal fluid or brain biopsy findings.

For the above definition, the following are not covered:

- a) Encephalitis caused by bacterial or protozoal infections
- b) Myalgic or paraneoplastic encephalomyelitis

37. Necrotising Fasciitis

A definite diagnosis of necrotising fasciitis evidenced by all of the following:

- a) Progressive, rapidly spreading bacterial infection located in the deep fascia, with secondary necrosis of the subcutaneous tissues of the limbs or trunk
- b) Fever and rapid increase in C-reactive protein (CRP) levels
- c) Surgical resection of all necrotic tissue

Fournier's gangrene is covered under this definition. The diagnosis must be confirmed by a Consultant Surgeon and evidenced by microbiological or histological findings.

For the above definition, the following are not covered:

- I. Gas gangrene
- II. Gangrene caused by diabetes, neuropathy or vascular diseases

38. Severe Rheumatoid Arthritis

A definite diagnosis of rheumatoid arthritis evidenced by all of the following:

- a) Typical symptoms of inflammation (arthralgia, swelling, tenderness) in at least 20 joints over a period of 6 weeks at the time of diagnosis
- b) Rheumatoid factor positivity (at least twice the upper normal value) and/or presence of anti-citrulline antibodies
- c) Continuous treatment with corticosteroids
- d) Treatment with a combination of “Disease Modifying Anti-Rheumatic Drugs” (e.g., methotrexate plus sulfasalazine/leflunomide) or a TNF inhibitor over a period of at least 6 months

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The diagnosis must be confirmed by a Consultant Rheumatologist.

For the above definition, the following are not covered:

I. Reactive arthritis, psoriatic arthritis and activated osteoarthritis

39. Systemic Lupus Erythematosus - with involvement of heart, kidneys or brain

A definite diagnosis of systemic lupus erythematosus evidenced by all of the following:

- a) Typical laboratory findings, such as presence of antinuclear antibodies (ANA) or anti-dsDNA antibodies
- b) Symptoms associated with lupus erythematosus (butterfly rash, photosensitivity, serositis)
- c) Continuous treatment with corticosteroids or other immunosuppressants

Additionally, one of the following organ involvements must be diagnosed:

- d) Lupus nephritis with proteinuria of at least 0.5 g/day and a glomerular filtration rate of less than 60 ml/min (MDRD formula)
- e) Libman-Sacks endocarditis or myocarditis
- f) Neurological deficits or seizures over a period of at least 3 months and supported by cerebrospinal fluid or EEG findings.

Headaches, cognitive and psychiatric abnormalities are specifically excluded.

The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.

For the above definition, the following are not covered:

Discoid lupus erythematosus or subacute cutaneous lupus erythematosus

40. Systemic Sclerosis (Scleroderma) – with organ involvement

A definite diagnosis of systemic sclerosis evidenced by all of the following:

- a) Typical laboratory findings (e.g., anti-Scl-70 antibodies)
- b) Typical clinical signs (e.g., Raynaud's phenomenon, skin sclerosis, erosions)
- c) Continuous treatment with corticosteroids or other immunosuppressants

Additionally, one of the following organ involvements must be diagnosed:

- Lung fibrosis with a diffusing capacity (DCO) of less than 70% of predicted
- Pulmonary hypertension with a mean pulmonary artery pressure of more than 25 mmHg at rest measured by right heart catheterization
- Chronic kidney disease with a glomerular filtration rate of less than 60 ml/min (MDRD-formula)
- Echocardiographic signs of significant left ventricular diastolic dysfunction

The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.

For the above definition, the following are not covered:

- Localized scleroderma without organ involvement
- Eosinophilic fasciitis
- CREST-Syndrome

41. Amputation of Feet Due to Complications from Diabetes

Diabetic neuropathy and vasculitis resulting in the amputation of both feet at or above ankle as advised by a Registered Doctor who is a specialist, as the only means to maintain life.

Amputation of toe or toes, or any other causes for amputation shall not be covered.

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42. Myasthenia Gravis

An acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatigability, where all of the following criteria are met:

- a) Presence of permanent muscle weakness categorized as Class IV or V according to the Myasthenia Gravis Foundation of America Clinical Classification below; and
- b) The Diagnosis of Myasthenia Gravis and categorization are confirmed by a registered Medical Practitioner who is a neurologist.

Myasthenia Gravis Foundation of America Clinical Classification:

Class I: Any eye muscle weakness, possible ptosis, no other evidence of muscle weakness elsewhere.

Class II: Eye muscle weakness of any severity, mild weakness of other muscles.

Class III: Eye muscle weakness of any severity, moderate weakness of other muscles.

Class IV: Eye muscle weakness of any severity, severe weakness of other muscles.

Class V: Intubation needed to maintain airway.

43. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

- a) Positive result of the blood culture proving presence of the infectious organism(s);
- b) Presence of at least moderate heart valve incompetence (meaning regurgitant fraction of 20% or above) or moderate heart valve stenosis (resulting in heart valve area of 30% or less of normal value) attributable to Infective Endocarditis; and
- c) The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a registered Medical Practitioner who is a cardiologist

44. Pheochromocytoma

Presence of a neuroendocrine tumour of the adrenal or extra-chromaffin tissue that secretes excess catecholamines requiring the actual undergoing of surgery to remove the tumour. The Diagnosis of Pheochromocytoma must be supported by plasma metanephrine levels and / or urine catecholamines and metanephrines and confirmed by a registered doctor who is an endocrinologist.

45. Eisenmenger's Syndrome

Eisenmenger's Syndrome shall mean the occurrence of a reversed or bidirectional shunt as a result of pulmonary hypertension, caused by a heart disorder.

All of the following criteria must be met:

- Presence of permanent physical impairment classified as NYHA IV; and

The diagnosis of Eisenmenger Syndrome and the level of physical impairment must be confirmed by a registered medical practitioner who is a cardiologist.

46. Severe Ulcerative Colitis

Severe Ulcerative Colitis is a definite diagnosis of Ulcerative Colitis made by a Specialist Gastroenterologist based on histopathological findings and/or the results of endoscopic findings with the below features:

- i. the entire colon is affected, with severe bloody diarrhoea; and
- ii. Surgical treatment with total colectomy is done.

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47. Crohn's Disease

Crohn's Disease is a chronic, transmural inflammatory disorder of the bowel. To be considered as severe, there must be evidence of continued inflammation in spite of optimal therapy, with all of the following having occurred:

- i. Stricture formation causing intestinal obstruction requiring admission to hospital,
- ii. Fistula formation between loops of bowel and
- iii. At least one bowel segment resection.

The diagnosis must be made by a Consultant Gastroenterologist and be proven histologically on a pathology report and/or the results of Sigmoidoscopy or Colonoscopy.

48. Loss Of Speech

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

49. Amyotrophic Lateral Sclerosis (Lou Gehrig's disease)

A definite diagnosis of amyotrophic lateral sclerosis. The disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

Activities of Daily Living are:

- a) 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.
- b) Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- c) Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- d) Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- e) Getting between rooms – the ability to get from room to room on a level floor.
- f) Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist and supported by nerve conduction studies (NCS) and electromyography (EMG).

For the above definition, the following are not covered:

- a) Other forms of motor neurone disease
- b) Multifocal motor neuropathy (MMN) and inclusion body myositis
- c) Post-polio syndrome
- d) Spinal muscular atrophy
- e) Polymyositis and dermatomyositis

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Policy Interpretation

Where appropriate, references to the singular include references to the plural, references to a gender include the other gender and reference to any statutory enactment includes any amendment to that enactment and reference to days means calendar days only.

In case of any conflict between the interpretations of any of the terms of this Policy Document, the Part C (Specific Terms and Conditions) shall override Part B (Definitions) of this Policy Document.

Part C
Specific Terms and Conditions

Section 1: Policy Benefits

The Benefit under the Policy shall be payable on first diagnosis/ procedures of the conditions (as defined in Part B.2 Definitions), depending upon the stage and severity of conditions/illness.

1.1 This is a Fixed Benefit Health Insurance Plan covering 49 Critical Illnesses (as defined in Part B.2- Definitions)

1.2 In case the Life Insured suffers from any of the critical Illness covered by this plan, then on survival of the Life Insured for 15 days (Survival Period) from the date of diagnosis of the critical Illness (es), the Base Sum Insured or the Enhanced Sum Insured (Whichever is applicable at the time of the happening of the Insured Event) shall be payable upon the first occurrence of one of the covered illnesses or conditions or where the life insured is proved to have undergone the type of surgery indicated, subject to definitions, exclusions provided policy is in-force and not lapsed.

The definitions of the Critical Illnesses covered under this product are given in **Part B.2 Definitions**.

1.3 The Base Sum Insured shall be chosen at the inception of the Policy and will remain fixed throughout the Policy Term. The Base Sum Insured / Enhanced Sum Insured (applicable at the time of the happening of the Insured Event) shall only be payable provided that:

- The Insured Event occurred after the completion of the applicable Waiting Period.
- The Insured should have survived the applicable Survival Period.
- All due Regular Premiums applicable till the date of Insured Event have been received by Us in full.
- No benefit will be payable if any claim occurs within the Waiting Period or any signs or symptoms have occurred during the Waiting Period.
- The Policy shall be terminated without any benefit in the event of happening and/or reporting of the claim during the Waiting Period
- The Insured Event does not result either directly or indirectly from any one of the following causes:

i) Any Pre-existing Disease. "Pre-existing Disease" means any condition, ailment, injury or disease:

a) That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its latest revival date, whichever is later; OR

b) For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the policy or its latest revival/reinstatement date, whichever is later.

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This exclusion shall not be applicable to conditions, ailments or injuries or related condition(s) which are underwritten and accepted by insurer at inception;

ii) Any sickness-related condition manifesting itself within 90 days from the policy commencement date or its latest revival/reinstatement date, whichever is later.

iii) If the insured dies within 15 days of the diagnosis of the covered Critical Illness

iv) Intentional self-inflicted injury, suicide or attempted suicide

v) For any medical conditions suffered by the Life Insured or any medical procedure undergone by the Life Insured, if that medical condition or that medical procedure was caused directly or indirectly by influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescriptions of a registered medical practitioner.

vi) Engaging in or taking part in hazardous activities*, including but not limited to, diving or riding or any kind of race; martial arts; hunting; mountaineering; parachuting; bungee-jumping; underwater activities involving the use of breathing apparatus or not;

vii) Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not;

viii) Participation by the insured person in a criminal or unlawful act with criminal intent;

ix) For any medical condition or any medical procedure arising from nuclear contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature;

x) For any medical condition or any medical procedure arising either as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, terrorism, military or usurped power, riot or civil commotion, strikes or participation in any naval, military or air force operation during peace time;

xi) For any medical condition or any medical procedure arising from participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger and aviation industry employee like pilot or cabin crew of a recognized airline on regular routes and on a scheduled timetable.

xii) Any External Congenital Anomaly which is not as a consequence of Genetic disorder

Section 2: Maturity Benefit /Death Benefit

No Maturity Benefit or Death Benefit shall be payable under this policy.

Section 3: Premium Payment Condition

3.1 Premium shall be paid by You to Us on every Policy Anniversary. In any event, the Premium shall be paid by You to Us before the expiry of the Grace Period. However, If the Premium has not been received in full by its due date or within the Grace Period by Us, the Policy shall automatically lapse at the end of the Grace Period.

3.2 A lapsed Policy can be revived as per the Terms and Conditions of this Policy in the Section 1.2 of Part D.

Section 4: Waiting Period

A waiting period of 90 days will be applicable from the Risk Commencement Date / Revival of this Plan, whichever is later. In case of happening and/or reporting of the claim event during the waiting period, the policy shall be terminated immediately without any benefit.

Section 5: Survival Period

Survival Period means a period of Fifteen (15) days after the date of first diagnosis of the covered Critical Illness (in clause 3 of Part B), that the Life Insured must survive to become eligible for the benefit payment under the Insured Event.

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This means that the Life Insured must survive for at least 15 days from the date of diagnosis of Critical Illness as covered under this plan. There will be no claim admissible during Survival Period.

Section 6: Grace Period & Insured Event During Grace Period

If the Regular Premium has not been received in full by its due date or within the Grace Period, then the Policy shall automatically lapse at the end of the Grace Period without acquiring any benefit.

If the Life Insured is diagnosed of the Insured Event (specified conditions/ illnesses) during the Grace Period, the Company will pay the Base Sum Insured/ Enhanced Sum Insured (applicable at the time of the happening of the insured event) after deduction of the due unpaid premium till next Policy Anniversary provided the claim is accepted by the company.

Section 7: Wellness Additions

7.1 The Plan provides wellness benefits in terms of simple additions in the Base Sum Insured on regular walking by the Life Insured. These simple additions will be called "Wellness Additions". The sum of Base Sum Insured and the allotted Wellness Additions shall be called the Enhanced Sum Insured. The Enhanced Sum Insured after allotting the Wellness Additions can reach maximum up to twice of the Base Sum Insured only during the Policy Term.

These Wellness additions, if any shall be added to the Base Sum Insured on quarterly basis depending upon the average number of daily steps walked by the Life Insured during the preceding policy quarter provided:

- Life Insured walks for at least 60 days during the preceding Policy quarter.
- The number of steps are capped at maximum of 15,000 steps per day for the purpose of calculating the average Steps for granting the Wellness Additions.

7.2 Wellness Additions once added shall remain attached to the Base Sum Insured for the remaining period of the Policy Term. The Wellness Additions shall be allocated as per following table:

Tier Name	Average Steps per day	Wellness Additions per Quarter as % of the Base Sum Insured
Pacer	>=5000 but <=8000	2.50%
Achiever	>=8001 but <=12000	5.00%
Champion	>=12001	7.50%

7.3 The above-mentioned Wellness Additions (as a percent of Base Sum Insured) shall be applicable subject to the following conditions:

- All Regular premiums are paid by the Life Insured on the Due date and the Policy is not Lapsed
- On Revival of the Policy, Wellness Additions shall be applicable only from the Policy quarter subsequent the Date of Revival. In this case, Wellness Additions shall be added to the Base or Enhanced Sum Insured (as applicable) at the time of last due Premium.
- No Additions shall be given for the steps performed during the Grace Period (If the Policy is Revived thereafter) and during the Revival Period.
- Any Steps performed during the Waiting Period, FreeLook Period and Grace Period (if policy continues to be in-force) are eligible for Wellness Additions.
- The maximum Amount of Wellness Additions are limited to the Base Sum Insured (at inception) of the Policy.

7.4 Aviva may, at its sole discretion, provide a smart tracking device at no additional cost to the Life Insured to promote a healthier lifestyle and facilitate step tracking for the Life Insured. This is subject to the Terms and Conditions available on Aviva India website.

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However, for the purpose of tracking the daily step count of the Life Insured, he/she will have to register on the Aviva Wellness360 App using their registered mobile number. Only steps tracked through the Aviva Wellness360 App shall be considered for the Wellness Additions in this Plan. Please refer Annexure 4 for more details regarding the Aviva Wellness360 App.

Part D
Policy Servicing

Section 1: Lapse & Revival of the Policy

1.1 If the due regular premium is not paid before the expiry of the Grace Period, then the policy will immediately & automatically Lapse at the end of Grace Period without acquiring any benefit and the risk cover will cease immediately. A Lapsed Policy shall not be eligible for any Wellness Additions till the time it is Revived.

Policy shall not acquire any Surrender Value or paid-up value.

1.2 If the Policy has lapsed then You may give Us written notice along with all the due Premiums, including applicable taxes and applicable interest amount, to revive the Policy during the Revival Period and provide Us with all information or documentation We request. You understand and agree that:

- i. You shall pay all the due Premiums, including applicable taxes, in full and the interest at the rate of 9% per annum compounded monthly plus applicable taxes and the Revival Fee, which is Rs 250/plus taxes, if any, as specified in the Schedule.
- ii. You shall bear the cost of medical examination, if any
- iii. Even if You have submitted all the information and documentation sought by Us, there is no obligation on Us to revive the Policy or to revive it on the same terms and the revival is subject to Our board approved underwriting policy, as applicable from time to time.
- iv. The Revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.
- v. On Revival of policy, the Policy shall be eligible for the Wellness Additions from the next Policy quarter, as applicable.

Note that in case of Revival of the Policy, Waiting Period of 90 days will be applicable from the date of Revival.

If a Lapsed policy is not revived within the Revival Period, the Policy will terminate without payment of any benefit.

Section 2: Surrender of Policy

No Surrender Value is payable under this Policy.

Section 3: Loan

No Loan can be availed under this Policy.

Section 4: Free Look Period

You have the right to review the Policy terms and conditions during the free look period which is 30 days from the date of receipt of the Policy Document. If You disagree to any of the terms or conditions, You have the option to return the Policy during the free look period stating the reasons for Your objections, on which You will be entitled to a refund of premium paid subject only to a deduction of a proportionate risk premium for the period of cover and the expenses, if any, incurred by the company on medical examination and stamp duty charges.

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Further, in case We have given any electronic gadget to track the number of steps of the Policyholder, the same item shall be returned by You to Us on cancellation of the policy during the Free Look period.

Part E
Charges - Not Applicable

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Part F
General Terms and Conditions

Section 1: Conditions for Payment

1.1 It is a condition precedent to Our liability to make 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) A copy of the claimant's photo identification proof, address proof and bank account details, if not provided earlier.
 - (viii) 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

Section 2: Termination of the Policy

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

- I. The occurrence of the Insured Event of policy
- II. The date on which policy completes its tenure
- III. The date of the death of the Life Insured
- IV. The date on which all the defined benefits are paid
- V. On the expiry of the Revival Period and the non -Revival of the Policy.
- VI. If the Policyholder buy another Policy under this plan on the life of the Insured.
- VII. Cancellation of the Policy under Free Look option
- VIII. On the expiry of the Revival Period, if the lapsed Policy is not revived.

Section 3: Suicide Exclusion

The Policy shall be Terminated in the event of Suicide and no benefit shall be payable.

Section 4: Taxes

Any taxes or levies as applicable from time to time from and/or on the premium payable or fee/charge payable or benefit receivable under the Policy shall be deducted/charged as applicable. We shall not be liable for any tax liability on your income or the income of the Insured or the Nominee. You shall be solely responsible to assess, claim and /or ensure admissibility, or otherwise, of deductions under the tax laws in respect of the amount contributed or accrued/received to him as We do not hold any responsibility for Your claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received.

Tax laws are subject to amendments from time to time and you must keep yourself informed the same. We are not responsible to inform You of any changes in tax laws.

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Section 5: Nomination in accordance with Section 39 and Assignment in accordance with Section 38 of the Insurance Act, 1938, as amended from time to time

Nomination should be in accordance with provisions of section 39 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 1 for reference.

Assignment should be in accordance with provisions of section 38 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 2 for reference.

Section 6: Entire Contract

This Policy constitutes the complete contract of insurance between You and Us and includes the Proposal Form as an integral part of this Policy document. 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 IRDAI.

Section 7: 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 under this Policy.

Section 8: Territorial Limits & Currency

All Premium's, applicable taxes and benefits etc. are payable only within India and in Indian Rupees

Section 9: Fraud, Misstatement and Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 3 for reference

Section 10: Loss of the Policy Document

We will replace a lost Policy Document with a fee of Rs 250/- plus applicable taxes. The original policy will cease to have any legally binding impact from the date of issuance of duplicate policy.

Section 11: Notices & Correspondence

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.

All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule through speed post or courier or any other legally recognized mode of sending the notices. You shall notify Us of any change in Your address (including any change in registered email id) or the Nominee's address, failing which notices or correspondence will be sent to the last recorded address. We will not take any responsibility of any loss/ damage` owing to this.

Any Policy Document or any other communication shall be sent to You by Us through speed post or courier or any other legally recognized mode of sending the documents, at the address provided in the Schedule

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Section 12: Agent's/Intermediary's Authority

The insurance agent/intermediary is only authorized by Us to arrange the completion and submission of the Proposal Form.

No insurance agent/intermediary is authorized 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.

Section 13: Governing Law

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

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Part G
Grievance Redressal

1. Customer Service Assistance

- 1.1 For any query, complaint or grievance relating to the Policy You can:
- i. call Us at **1800-103-7766 / 1800-180-2266**; or
 - ii. email Us at: complaints@avivaindia.com; or
 - iii. approach any of Our branch offices; or
 - iv. contact Your advisor; or
 - v. contact Our customer services group at Our address specified in the Schedule
- 1.2 For more information, We request You to refer Our Grievance Redressal Policy as available on Our website www.avivaindia.com.

2. Contact Our Grievance Redressal Officer

- 2.1 If You do not receive any response from Us or are not satisfied with Our response, You can contact Grievance Redressal Officer at:
- i. Head Office Aviva Life Insurance Company India Limited, 401-A, 4th Floor, Block-A, DLF Cyber Park, Sector-20, NH-8, Gurugram, Haryana- 122016 or
 - ii. call at **0124-2709046**; or
 - iii. email at gro@avivaindia.com

3. How to Approach IRDAI Grievance Cell

- 3.1 If you are still not satisfied with the response or do not receive a response within 2 weeks, You may approach the Grievance Redressal Cell of the Policyholder Protection & Grievance Redressal Department (PPGR) of the IRDAI on the following contact details:
- i. Call Toll Free Number **155255** (or) **1800-4254-732**;
 - ii. Send an e-mail to complaints@irdai.gov.in;
 - iii. Register and monitor Your complaint at IRDAI's online portal - Bima Bharosa System- <https://bimabharosa.irdai.gov.in>; or
 - iv. Send a letter to the IRDAI with Your complaint in the prescribed format at the following address: Grievance Redressal Cell, Insurance Regulatory and Development Authority of India, Survey No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad, Telangana State – 500032. Phone No- (040)20204000. email: irda@irdai.gov.in

4. How to Approach Insurance Ombudsman

- 4.1 Alternatively, You may approach the Insurance Ombudsman at the address mentioned in the given link <https://www.cioins.co.in/Ombudsman> or at the IRDAI's website www.irdai.gov.in, if Your grievance pertains to:
- i. delay in settlement of claims, beyond the time specified in the regulations by the IRDAI;
 - ii. any partial or total repudiation of claims by the life insurer;
 - iii. disputes over premium paid or payable in terms of insurance policy;
 - iv. misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
 - v. legal construction of insurance policies in so far as the dispute relates to claim;
 - vi. policy servicing related grievances against insurers and their agents and intermediaries;
 - vii. issuance of life insurance policy which is not in conformity with the proposal form submitted by the proposer;
 - viii. non-issuance of insurance policy after receipt of premium in life insurance; and
- any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) .

4.2 The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee. The complaint shall state clearly:

- i. the name and address of the complainant;
- ii. the name of the branch or office of the insurer against whom the complaint is made;

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- iii. the facts giving rise to the complaint and supporting documents;
- iv. the nature and extent of the loss caused to the complainant; and
- v. the relief sought from the Insurance Ombudsman.

4.3 As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Insurance Ombudsman can be made only if the complainant makes a written representation to the insurer named in the complaint and;

- i. either the insurer had rejected the complaint; or
- ii. the complainant had not received any reply within a period of one month after the insurer received his representation; or
- iii. the complainant is not satisfied with the reply given to him by the insurer.

4.4 The complaint should be made within one (1) year:

- i. after the order of the insurer rejecting the representation is received; or
- ii. after receipt of decision of the insurer which is not to the satisfaction of the complainant;
- iii. after expiry of one (1) month from the date of sending the written representation to the insurer to which the insurer has failed to reply.

4.5 No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

4.6 We have given below the details of the existing offices of the Insurance Ombudsman. You may approach the respective Insurance Ombudsman as per Your location.

4.7 We request You to regularly check Our Website www.avivaindia.com or the IRDAI's website www.irdai.gov.in for updated contact details of the Insurance Ombudsman.

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Annexure 1

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014. The extant provisions in this regard are as follows:

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
 - a) parents or b) spouse or c) children or d) spouse and children e) or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such case only the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Laws (Amendment) Act, 2015 Gazette Notification dated March 23, 2015 for complete and accurate details.]

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Annexure 2

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorize agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - i. not bonafide or
 - ii. not in the interest of the policyholder or
 - iii. not in public interest or
 - iv. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - i. where assignment or transfer is subject to terms and conditions of transfer or assignment; or
 - ii. where the transfer or assignment is made upon condition that
 - a) the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured; OR
 - b) the insured surviving the term of the policySuch conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - i. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - ii. may institute any proceedings in relation to the policy
 - iii. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014 shall not be affected by this section.

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Annexure 3

Section 45 – Policy shall not be called in question on the ground of mis-statement or suppression of material fact after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014 are as follows:

- 1.No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - i.the date of issuance of policy or
 - ii.the date of commencement of risk or
 - iii.the date of revival of policy or
 - iv.the date of rider to the policy whichever is later.
- 2.On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - i.the date of issuance of policy or
 - ii.the date of commencement of risk or
 - iii.the date of revival of policy or
 - iv.the date of rider to the policy whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
- 3.Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - i.The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - ii.The active concealment of a fact by the insured having knowledge or belief of the fact;
 - iii.Any other act fitted to deceive; and
 - iv.Any such act or omission as the law specifically declares to be fraudulent.
- 4.Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5.No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured /beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 6.Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7.In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 8.Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
- 9.The insurer can call for proof of age at any time if it is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Laws (Amendment) Act, 2015 Gazette Notification dated March 23, 2015 for complete and accurate details.]

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Annexure 4

How to Use the Aviva Wellness360 App

The Aviva Wellness360 App is an integrated digital platform that enables users to track their health, complete assessments, and access holistic wellness tools. It complements Aviva Smart Vitals, empowering customers to proactively manage their physical, mental, and financial wellbeing.

1. Login & Setup

1. Download and Open the Aviva Wellness360 app on your device.
 2. Enter your registered mobile number, check “I agree to Terms & Conditions,” then tap Send OTP.
 3. Enter the OTP received via SMS and tap Submit.
 - If OTP is incorrect → error prompts re-entry.
 - If correct → login successful.
 4. Post-login options:
 - Sync Health Data: Tap Sync Now and allow permissions to connect with HealthKit (iOS) or Health Connect (Android).
 - Skip: Proceed without syncing.
-

2. Home Page Overview

The Home Page acts as your wellness dashboard, where you can access:

- HRA Banner – begin your Health Risk Assessment (HRA).
- Health Metrics – Steps, Calories, Distance, Sleep, Water Intake, Active Hours.
- Wellness Corner – Fitness, Nutrition, Health Monitoring, Mindfulness, Financial Wellbeing.
- Digital Tools – Quick Face Scan, Community & Events.

Navigation Tips:

- Profile (top-right): View or update details.
 - Notification Bell: Access updates and reminders.
 - Menu (≡): Access settings and tutorials.
-

3. Health Risk Assessment (HRA)

1. Tap the **HRA Banner** on the Home Page.
2. Answer 26 guided questions (DOB, Weight, Lifestyle, Diet, etc.).
3. Tap Submit to view your Health Report:
 - Health Score, BMI, Lifestyle Risks, Diet Scores.
 - Tabs for Happiness, Stress, WHtR, Sleep, Water, Calories.
4. Review the recommendations and follow improvement tips.

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4. Health Metrics Tracking

From the Home Page, tap on any metric card to track or update data:

- Steps: View daily step count and progress bar.
 - Calories: Log meals; view calories consumed/burned.
 - Distance: View kilometers covered and progress over time.
 - Sleep: Log sleep manually or sync automatically.
 - Water Intake: Tap “+ Glass” to record hydration.
 - Active Hours: Compare daily, weekly, or monthly performance.
-

5. Wellness Corner

Scroll down on the Home Page to explore specialized wellbeing modules:

5.1 FitLife Studio

- Take HRA: Repeat your Health Risk Assessment.
- Set Your Goal: Choose from Lose Weight, Be Active, Reduce Stress, etc.
- Create Custom Programs: Set personal targets for steps, sleep, water, and activity.
- Predict Your Vitals (Face Scan): Use AI to assess Heart Rate, BP, Stress, SpO₂, Respiration, BMI, HRV.
- Access Fitness Resources: Quizzes, videos, and articles.

5.2 Discover Your Diet

- Smart Diet Planner: Get personalized diet recommendations.
- Track Calories & Hydration: Log food, workouts, and water intake.
- Immunity Assessment: 13-question immunity check.
- Content Hub: Access blogs, videos, and quizzes on healthy eating.

5.3 Health Compass

- Predict Your Vitals: Quick Face Scan insights.
- Reassess Health: Repeat HRA and compare progress.
- Explore Resources: Read blogs and watch preventive health videos.

5.4 Mindful Living

- Meditation & Breathing Tools: Guided relaxation sessions.
- DASS Assessment: Measure Depression, Anxiety, Stress.
- Mood Tracker & Music Therapy: Log daily mood and play calming music.
- Quizzes, Blogs & Videos: Mental health and mindfulness learning.

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5.5 Fiscal Fitness

- Child Education Planning: Estimate future education needs.
 - Retirement Planning: Calculate post-retirement income goals.
 - Wealth Accumulator: Set personal savings targets.
-

6. Digital Wellness Tools

6.1 Face Scan (Quick Access)

- Tap Quick Face Scan for Health Insights.
- Allow camera access → position your face → tap Record.
- View readings for Heart Rate, BP, SpO₂, Stress, Respiration, BMI, HRV.
- Access historical data by date range.

6.2 Community & Events (Planned for Future)

- Join or create wellness communities and challenges.
 - Categories: Fitness, Nutrition, Mental Health, Sports & Events.
 - Add details and profile photo (camera or gallery).
-

7. Walkathon Section

- Access Walkathon from the Home Page.
 - View event duration, days left, and leaderboard rankings.
 - Switch between Top Performers and Top Teams.
 - Track your department rank and steps in real time.
-

8. Sidebar Menu & Additional Features

- Profile: View/update personal information.
 - About Us: Learn about the Wellness360 platform.
 - Notifications: View health tips and updates.
 - Reminders: Set daily alerts for Water, Meditation, Steps, Sleep.
 - Sync with HealthKit/Health Connect: Enable fitness data sync.
 - Walkthrough: Access guided app tutorials.
 - My Aviva Customer Portal: Manage insurance services.
 - Logout: Confirm to securely log out.
-

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9. Benefits for Aviva Smart Vitals Customers

- Monitor key vitals (BP, heart rate, activity) in one place.
- Gain personalized insights through HRA and AI Face Scan.
- Access Fiscal Fitness tools for holistic wellbeing.
- Integrates preventive health with financial readiness.

Disclaimer

The Aviva Wellness360 App is intended for wellness and informational purposes only. It is not a substitute for professional medical advice, diagnosis, or treatment. Data accuracy depends on user input and device sensors. Always consult a qualified medical professional for any health concerns.