

## Aviva Critical Illness & Disability Rider - Non Linked Rider 122B019V01

### Part A

As per the Base Policy Document

### Part B- Definitions

B.1 All capitalized terms in the Rider Policy shall be ascribed the meaning as below:

1. Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. Annualised Rider Premium means the total amount of Rider Premiums (excluding extra premiums) payable by You in a Policy Year.
3. Base Policy/Policy means the life insurance plan bought by the Policyholder alongwith this Rider out of the various products offered by the Company.
4. Critical Illness means the illness/procedures covered under this Rider Policy as defined in clause B.2 of Part B.
5. 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.
6. Insured Event means the Insured to have undergone / diagnosed to be suffering from Critical Illness and/or Total Permanent Disability.
7. 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
8. Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
9. Pre-Existing Disease means any condition, ailment or Injury or related condition(s) for which Insured had signs or symptoms, and / or were diagnosed, and / or received Medical Advice / treatment within 48 months to prior to the first policy issued by Us.
10. 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 the Base Policy and this Rider Policy.
11. Rider Policy means the contract of insurance entered into between You and Us as evidenced by this Policy Document.
12. Rider Policy Document means the present contract of insurance including the Schedule which has

been issued on the basis of the Proposal Form, other representations and documents submitted by You and/or the Insured and the endorsements issued by Us and includes all of the above.

13. Rider Premium means the amount mentioned in the Schedule which is payable by You to Us during the Rider Term. This includes the extra premium but is exclusive of the applicable taxes.
14. Rider means an insurance cover attached to and forming part of the Policy if and to the extent specified in the Schedule of Base Policy.
15. Rider Benefit means the benefit payable under this Rider Policy as per Part C.
16. Rider Term means the period equal to Premium Payment Term of the Base Policy.
17. Rider Commencement Date means the date given in the Schedule.
18. 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.
19. Rider Sum Assured means the amount specified in the Schedule.
20. 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 centre by a Medical Practitioner.
21. Survival Period means a period of 30 days commencing from the date of occurrence of Insured Event.
22. Waiting Period means period of one hundred and eighty (180) days from the Rider Commencement Date and from the Date of Revival of this Rider Policy if the revival happens after a period of sixty (60) days from lapsation of the Rider Policy.
23. We, Our or Us means the Aviva Life Insurance Company India Limited.
24. You or Your or Policyholder means the person named in the Schedule who has taken this Policy with Us.

## **B.2 Standard Nomenclature and Procedures for Critical Illnesses**

### **1. CANCER OF SPECIFIED SEVERITY**

- 1.1 A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.
- 1.2 The following are excluded –
  - i. 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.
  - ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. 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
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. 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;
- ix. All tumours in the presence of HIV infection.

2. **MYOCARDIAL INFARCTION (First Heart Attack – of Specified Severity) FIRST HEART ATTACK - OF SPECIFIED SEVERITY**

2.1 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

- i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- ii. new characteristic electrocardiogram changes
- iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

2.2 The following are excluded:

- i. Other acute Coronary Syndromes
- ii. Any type of angina pectoris.
- iii. 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**

3.1 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.

3.2 The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures

4. **OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES**

The actual undergoing of open-heart valve surgery 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:

- i. no response to external stimuli continuously for at least 96 hours;
- ii. life support measures are necessary to sustain life; and
- iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

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 (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

7. **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.

8. **STROKE RESULTING IN PERMANENT SYMPTOMS**

8.1 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.

8.2 The following are excluded:

- i. Transient ischemic attacks (TIA)
- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

9. **MAJOR ORGAN /BONE MARROW TRANSPLANT**

9.1 The actual undergoing of a transplant of:

- i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- ii. Human bone marrow using hematopoietic stem cells. The undergoing of a transplant has to be confirmed by a Specialist Medical Practitioner.

9.2 The following are excluded:

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

10. **MOTOR NEURONE 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 three months.

11. **MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS**

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

- (i) investigations including typical MRI findings, which unequivocally confirm the diagnosis to be multiple sclerosis and
- (ii) there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and other causes of neurological damage such as SLE and HIV are excluded.

12. **BENIGN BRAIN TUMOUR**

12.1 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 by imaging studies such as CT scan or MRI.

12.2 This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist:

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

12.3 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. **MAJOR SURGERY OF THE AORTA**

Undergoing of a laparotomy or thoracotomy to repair or correct an aneurysm, narrowing, obstruction or dissection of the aortic artery. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra-arterial techniques such as percutaneous endovascular aneurysm repair are excluded.

14. **END STAGE LIVER FAILURE**

End stage liver failure means the permanent and irreversible failure of liver function that has resulted in all three of the following:

- 14.1 permanent jaundice; and
- 14.2 ascites; and
- 14.3 hepatic encephalopathy

Liver disease secondary to alcohol or drug misuse is excluded.

15. **END STAGE LUNG FAILURE**

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

- 15.1 FEV 1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- 15.2 Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- 15.3 Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO<sub>2</sub> < 55mmHg); and
- 15.4 Dyspnea at rest

#### 16. **APLASTIC ANAEMIA**

Aplastic Anemia is chronic persistent bone marrow failure. A certified hematologist must make the diagnosis of severe irreversible aplastic anemia. There must be permanent bone marrow failure resulting in bone marrow cellularity of less than 25% and there must be two of the following:

- (i) Absolute neutrophil count of less than 500/mm<sup>3</sup>
- (ii) Platelets count less than 20,000/mm<sup>3</sup>
- (iii) Reticulocyte count of less than 20,000/mm<sup>3</sup>

The Insured must be receiving treatment for more than 3 consecutive months with frequent blood product transfusions, bone marrow stimulating agents, or immunosuppressive agents or the Insured has received a bone marrow or cord blood stem cell transplant.

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

### **B.3 Standard Nomenclature and Procedures for Total Permanent Disability**

Insured shall be regarded as totally and permanently disabled only if he meets any one of the following two definitions:

1. Insured shall be regarded as totally and permanently Disabled only if he suffers as a result of sickness or accidental bodily injury due to any of the following events:
  - (i) the loss by physical separation or permanent and irreversible loss of use of two limbs or
  - (ii) the complete and irremediable loss of sight in either one or both eyes or
  - (iii) the loss by physical separation or permanent and irreversible loss of use of one limb, accompanied by the complete and irremediable loss of sight in one eye (where limb means the whole hand at or above wrist or whole foot at or above ankle)

Loss of sight means total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident (as applicable). The diagnosis must be clinically confirmed by an appropriate consultant. The loss of sight must not be correctable by aides or surgical procedures.

The loss of use of limbs [hand(s)/ feet(s)] should last for at least one hundred and eighty (180) days before being eligible for the Rider Benefit.

2. Loss of independent living

Loss of the physical ability through an illness or injury to do at least 3 of the 6 tasks listed below ever again

The Insured must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. Loss of independent living must be medically documented for an uninterrupted period of at least six months.

Proof of the same must be submitted to the Company while the Person Insured is alive and permanently disabled.

The relevant specialist Medical Practitioner and the company's appointed Doctor, both must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the Insured expects to retire. The company will have the right to evaluate the Insured to confirm total and permanent disability.

The tasks are:

- Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- Transferring- the ability to move from a bed to an upright chair or wheelchair and vice versa;
- Mobility – the ability to move indoors from room to room on level surfaces.
- Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
- Feeding - the ability to feed oneself once food has been prepared and made available.

Total and Permanent Disability due to an injury should occur independently of any other causes within ninety (90) days of such injury.

### **Rider Policy Interpretation**

1. 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.
2. Any term used and not defined herein shall have the same meaning as is ascribed to them under the policy document of the Base Policy. In case of any common terms in this Rider Policy and the Base Policy, for the purpose of this Rider Policy the meaning ascribed to such terms in the Rider Policy shall prevail.

## Part C – Benefits

### 1. Rider Benefits

- 1.1 This is an add-on benefit which is in addition to the benefits under the Base Policy and this Rider is only granted along with the Base Policy and benefits shall be subject to continuation of the Base Policy along with this Rider.
- 1.2 Upon the occurrence of the Insured Event, we shall pay the Rider Sum Assured, provided that:
  - 1.2.1 the Insured Event occurred after the completion of the Waiting Period the Insured should have survived the Survival Period;
  - 1.2.2 all the due Rider Premiums till the date of Insured Event have been received by Us in full along with the due Regular Premiums under the Base Policy.
  - 1.2.3 the Insured Event does not result either directly or indirectly from any one of the following causes:
    - Pre-Existing Disease.
    - Diseases in the presence of an HIV infection
    - Intentional self-inflicted injury, attempted suicide while sane or insane.
    - Alcohol or solvent abuse or taking of drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered Medical Practitioner.
    - Active participation in war, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
    - Taking part in any naval, military or air force operation during peace time.
    - Participation by the Insured in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
    - Participation by the Insured in a criminal or unlawful act with a criminal intent.
    - Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping.
    - Radioactive contamination due to a nuclear accident.
    - Deliberate Failure to seek or follow medical advice.
- 1.3 No benefit will be payable if any claim occurs within the Waiting Period or any signs or symptoms related to Critical Illness have occurred during the Waiting Period. However, the Waiting Period will not be applicable for Total Permanent Disability arising due to Accident;
- 1.4 We will pay only one claim under this Rider. Upon acceptance of the first claim under this Rider, no further claims shall be accepted by Us.

### 2. Maturity/Death/Survival Benefit

No benefit other than Rider Benefit is payable under this Rider Policy.

### 3. Grace Period & Death During Grace Period

During Grace Period If we do not receive the Rider Premium in full on or before the due date then, You can pay the outstanding Rider Premium within the Grace Period. If the Insured Event occurs during this Grace Period, We will pay the Rider Benefits after deducting any outstanding Rider Premium that would otherwise have been payable.



## Part D

### 1. Free Look

If You are dissatisfied and wish to cancel the Rider Policy, please send a letter marked to "Customer Services" along with the original Rider Policy Document and premium receipt. You must exercise the option to cancel the Rider Policy within fifteen days of receipt of this Rider Policy Document (thirty days if the Rider Policy has been solicited through distance marketing)

On receipt of the aforementioned documents we will refund the Rider Premium received (without interest) after deducting proportionate risk premium for the period of cover and expenses incurred on medical examination (if any) and stamp duty charges.

### 2. Revision of Rider Premium

The Rider Premiums shall remain unchanged for a period of five (05) years from the Policy Commencement Date. Thereafter we may review and revise the Rider Premium for another five (05) years subject to prior approval of IRDAI. Any revision in the Rider Premium shall be applicable from the next Policy Anniversary. The benefits under the Rider Policy shall continue upon receipt of the revised Rider Premiums. Any revision in the Rider Premium rates shall be notified to You at least three months prior to the next premium due date. If You are not willing to continue the Rider Policy with the revised Rider Premium rates, the Rider Policy will lapse as per the terms of this Rider Policy. Rider Premium rates, if and when revised, shall be guaranteed for a subsequent block of (05) years.

### 3. Payment of Rider Premium and Grace Period

- 3.1 The premium frequency of Rider Premium shall be same as of the premium frequency of the Regular Premium as mentioned in the Schedule. The Rider Premium is payable only along with the Regular Premium and cannot be paid separately.
- 3.2 Rider Premium shall be paid by You to Us on every Policy Anniversary, if Your premium frequency is annual. If Your Premium Frequency is half-yearly, quarterly or monthly, then the Rider Premium shall be paid on the date corresponding with the commencement Date in every half-year, quarter or month respectively. If the corresponding date does not exist in a particular month, then the last day of that month shall be deemed to be the due date. We will not accept any part payment of the Rider Premium due.
- 3.3 If the due Rider Premium and Regular Premium remains unpaid in full at the expiry of the Grace Period, then the Rider Policy and Base Policy shall immediately lapse and no amount under this Rider Policy shall be paid.
- 3.4 If You do not wish to continue the Rider Policy then You can give a written notice to us to discontinue the Rider Policy. If the Rider Policy is discontinued it cannot be reinstated.
- 3.5 If the Insured Event occurs after the Rider Policy has lapsed and before the Rider Policy has been revived then we shall not be liable to pay any benefit or make any other payment relating to this Rider Policy.

#### 4. Revival

The Rider Policy can be revived alongwith the revival of the Base Policy as per the provisions relating to revival of the Base Policy as provided under the Base Policy Document.

#### 5. Discontinuance of Rider Policy

In case the Base Policy has lapsed due to non-payment of due Regular Premium, the Rider Policy shall also lapse and then benefits under the Rider Policy shall cease to exist immediately from the date of such unpaid Regular Premium.

The Rider Policy can be revived subject to the conditions of revival of the Base Policy. If Rider Policy is not revived along with the Base Policy during the Revival Period, then the Rider Policy will be terminated.

#### 6. Surrender Value

No Surrender Value is payable under this Rider Policy.

**Part E**

1. Applicable Charges

Not applicable to the Policy

2. Fund Options

Not applicable to the Policy

3. Fund Name

Not applicable to the Policy

SPECIMEN

## **Part F**

### **General Terms & Conditions**

#### **1. Agent's Authority**

An insurance agent is not authorised to amend the Policy; accept any notice; accept cash or bearer cheque on Our behalf.

#### **2. 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 with the Base Policy Document.

#### **3. Procedure for Payment of Claims**

3.1 Before paying the Rider Benefit we need to evaluate the claim. Accordingly, the Claimant will need to furnish the following details/ documents to Our satisfaction we:

- a) Receipt of notification of claim.
- b) Completed and signed claim form (including NEFT details and bank account proof as specified in the claim form).
- c) Original Rider Policy Document.
- d) Daily records related to admission to a Hospital/medical facility or consultation with a Medical Practitioner for the treatment.
- e) Discharge summary from the Hospital stating the proper diagnosis and date and time of admission and discharge.
- f) Declaration by the attending physician on the Insured's current state of health.
- g) All laboratory and pathology tests

conducted such as blood reports and all investigative tests such as X-Ray, scans and MRI.

- h) In case of Surgery: surgical notes.
- i) Final hospital bill including details of room charges (ICU/Normal) and OT charges.
- j) Employer's questionnaire, if applicable.
- k) Valid identification and address proof of the Claimant.
- l) If the sickness/ surgery is caused due to un-natural or non- medical reasons, in addition to the above documents the following additional documents also need to be submitted to Us:
  - (i) Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR).
  - (ii) Newspaper articles/ cutting, if any.
- m) Any other documents or information as may be requested by Us to investigate the claim.

3.2 The above documents should be received by Us within ninety days of the occurrence of the Insured Event. We may condone the delay beyond 90 days if the Claimant proves to Our satisfaction that the delay was for reasons beyond his control.

3.3 Subject to applicable laws, if we are unable to process the claim within thirty days from the date of acceptance of the claim then we shall be liable to pay the Claimant an interest at a rate which is 2%

above the bank rate prevalent at the beginning of the financial year in which the claim is received by Us.

3.4 Upon receipt of a claim, an independent Medical Practitioner will examine the necessary medical records and reports. In case it is certified by the Medical Practitioner that the sign and symptoms related to the reported Critical Illness had occurred during the Waiting Period then such claim will not be payable.

#### **4. Entire Contract**

This Rider Policy Document constitutes the entire contract of insurance between You and Us. We may amend the Rider 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.

#### **5. Governing Law**

This Rider Policy shall be governed by Indian laws. Any disputes or differences arising out of or under this Policy shall be subject to the jurisdiction of Indian Courts.

#### **6. Loss of the Rider Policy**

- 6.1. In case of loss or destruction of this Rider Policy Document, please write to Us. We will issue a duplicate Rider Policy Document upon receipt of an affidavit and indemnity bond along with nominal fee prescribed by Us. Free Look provisions shall not be available in case of issuance a duplicate Rider Policy Document.

#### **7. Fraud**

This Rider Policy would be cancelled, and no claim or refund would be due to the Claimant if You and/or the Insured:

a) have not correctly disclosed details about current and past health status and/or financial status; and/or

b) have encouraged or participated in any fraudulent claim under the Rider Policy.

#### **8. 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 with the Base Policy Document.

#### **9. Acceptance of instructions**

We will not act upon any instruction; request or notice from You until supporting information and documentation required by Us has been received by Us.

#### **10. Notices & Correspondence**

10.1. All notices and correspondence should be sent in writing to Our address specified in the Schedule or at any of Our branch offices.

- 10.2. We will send You the Rider Policy Document and any other correspondence relating to servicing or administration of the Rider Policy through speed post or courier or any other legally recognized mode of communication (including e-mail), at the address and registered email id provided in the Schedule. You or Your Claimant must inform Us of change in address (including any change in registered email id), failing which we will continue to correspond at the last recorded address and shall not be held liable in any manner for any losses or damages suffered by You or Your Claimant due to the above.

#### **11. Taxation**

- 11.1. You need to pay all applicable taxes, cess or levies (including service tax) over and above the Premium, fees and

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charges payable by You.

11.2. We will deduct any applicable taxes, cess or levies (including service tax), as may be in force from time to time from any amounts payable by Us to You. We do not offer any tax advice or consultancy and You are advised to seek the opinion from Your tax advisor in relation to the applicable tax benefits and liabilities. We do not hold any responsibility for Your and/or Nominee's claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received.

## 12. Termination

This Policy will immediately terminate on the earliest of:

- 12.1. cancellation of the Rider Policy under the Free Look option; or
- 12.2. on payment of the Rider Benefit under Part C; or
- 12.3. on the Insured's death; or
- 12.4. termination of Base Policy; or
- 12.5. date of withdrawal of Rider

12.6. on the expiry of the Revival Period, if the lapsed Base Policy and Rider Policy are not revived; or

12.7. on the expiry of the Rider Term.

## 13. Age

We have calculated the Premium under the Policy basis the age of Insured as declared in the Proposal Form. If at any time during the Policy Term the age of Insured is found to be higher than the age declared, we reserve the right to cancel the Policy. However, upon Your specific written request, we may consider continuing the Policy at revised terms, which may include enhanced Premium and/or reduced benefits payable under the Policy. If the age of the Insured is found to be such that he is not eligible for the Policy we shall cancel the Policy.

## 14. Territorial Limits & Currency

All premium, taxes, levies and benefits are payable only within India and in Indian Rupees.

## **Part G**

### **Grievance Redressal Mechanism**

For any query, complaint or grievance You can:

- a) Call at 1800-103-7766 / 1800-180-2266 or E-mail: [complaints@avivaindia.com](mailto:complaints@avivaindia.com)
- b) Approach any of Our branch offices or contact Our customer services group at the Head Office at Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF- Phase V, Sector- 43, Gurgaon-122003 (Haryana).

If You do not receive any response within 10 days or are not satisfied with the response, You may contact Complaint Redressal Officer (CRO) at

- a) Head Office; or
- b) Call at 0-124-2709046, or
- c) Email: [cro@avivaindia.com](mailto:cro@avivaindia.com)

If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Cell of the IRDAI on the following contact details:

IRDA of India Grievance Call Centre (IGCC)  
TOLL FREE NO:155255

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register Your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper- Consumer Affairs Department, Insurance Regulatory and Development Authority of India, 9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh, Fax No: 91- 40 – 6678 9768”

Alternatively, You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDA of India’s website [www.irda.gov.in](http://www.irda.gov.in), if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy;
- Delay in settlement of a claim;
- Dispute with regard to the premium; or
- Non-receipt of Your insurance document.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant. As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Insurance Ombudsman can be made:

- Only if the grievance has been rejected by Our Grievance Redressal Machinery;
- Within a period of one year from the date of rejection by Us; and
- If it is not simultaneously under any litigation.

#### **Office of the Governing Body of Insurance Council**

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI -400021.

Tel:- 022-26106245/ 022-26106980, Fax:- 022-26106949, E mail: [inscouncil@gmail.com](mailto:inscouncil@gmail.com)

#### **List of Insurance Ombudsman**

<b>S.No</b>	<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
<b>1.</b>	<b>AHMEDABAD</b>	2nd Floor, Shree Jayshree Ambica Chambers, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad- 380014	Gujarat, UT of Dadra & Haveli, Daman and Diu

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		Tel: 079-27546150/139, Fax: 079 - 27546 142 E-Mail: ins.omb@rediffmail.com	
2.	<b>BENGALURU</b>	Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
3.	<b>BHOPAL</b>	Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel, Near New Market, Bhopal (M.P) – 462023; Tel: 0755-2769200/201/202, Fax: 0755 - 27 692 03; E-Mail: bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
4.	<b>BHUBANESHWAR</b>	62, Forest Park, Bhubaneshwar - 751009 Tel: 0674 - 259 6455, Fax: 0674 - 259 6429 E-Mail: iobbbsr@dataone.in	Orissa
5.	<b>CHANDIGARH</b>	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017 Tel: 0172-2706196; E-Mail: ombchd@yahoo.co.in 6468, Fax: 0172 - 270 8274	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
6.	<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, <b>CHENNAI</b> - 600018 Tel: 044 – 24333/678/668/664, , Fax: 044 - 24333664 E-Mail: chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)
7.	<b>NEW DELHI</b>	2/2 A, 1st Floor, Universal Insurance, Bldg, Asaf Ali, <b>NEW DELHI</b> - 110002 Tel: 011 - 23239611/7539/7532, Fax: 011 - 23230858 E-Mail: iobdelraj@rediffmail.com	Delhi & Rajasthan
8.	<b>ERNAKULAM</b>	2 <sup>nd</sup> Floor, CC 27/2603, Pulinat, Building, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358734/759/9338, Fax: 0484 - 2359336 E-Mail: iokochi@asianetindia.com	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
9.	<b>GUWAHATI</b>	“Jeevan Nivesh”, 5th Floor, Near, Panbazar Overbridge, SS Road, <b>GUWAHATI</b> - 781001 Tel: 0361 - 2132204/5, 2131307 Fax: 0361 - 2732937 E-Mail: ombudsmanghy@rediffmail.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura
10.	<b>HYDERABAD</b>	Door No. 6,2-46,'Moin Court', Flat #101, 1st Floor, Lane Opp. Saleem Function, A.C. Guards, Lakdi Ka Pool, <b>HYDERABAD</b> - 500004 Tel: 040-23325325/23312122, Fax: 040 - 23376599 E-Mail: insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
11.	<b>JAIPUR</b>	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.  Tel.: 0141 - 2740363 Email:	Rajasthan

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		Bimalokpal.jaipur@gbic.co.in	
12.	<b>KOLKATA</b>	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, KOLKATA - 700 072 Tel: 033-22124346/22124339, Fax: 033 - 22124341 E-Mail: <a href="mailto:insombudsmankolkata@gmail.com">insombudsmankolkata@gmail.com</a>	West Bengal, Bihar, Jharkhand & UT of Andaman and Nicobar Islands, Sikkim
13.	<b>LUCKNOW</b>	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.  6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow
14.	<b>MUMBAI</b>	3rd Floor, Jeevan Sewa Annexe (Above MTNL), S.V. Road, Santa Cruz (W), MUMBAI - Tel: 022 – 26106928/360/6552/6960, Fax: 022 - 26106052 E-Mail: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	Maharashtra, Goa
15.	<b>NOIDA</b>	4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Noida- 20130  Tel No: 120-2514250/51/53 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazia bad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16.	<b>PUNE</b>	Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.  Tel.: 020 - 32341320  Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.