

## **AVIVA GROUP CRITICAL ILLNESS RIDER**

**Non – Participating**

**Rider Terms & Conditions (UIN: 122B018V02)**

### **Article 1 General Provisions:**

- a) The Schedule will show if this Rider is opted for and is in force. Cover under the Rider in respect of all Members shall cease immediately and automatically if the Base Plan is terminated for any reason.
- b) This Rider is subject to the Standard Terms & Conditions of the Base Plan as well as the Rider Terms & Conditions.
- c) The Rider shall not acquire any paid-up value or surrender value.
- d) This Rider cannot be purchased in isolation and will be issued by Us only along with the Base Plan if You opt for this Rider. This Rider is a single rider and cannot be split into component parts.

### **Article 2 Definitions:**

Terms defined in the Base Plan are also applicable to these Rider Terms & Conditions. In addition, in the context of this Rider:

- a) Base Plan means the Policy Document to which this Rider is attached.
- b) Specialist means a person who holds a recognised post graduate qualification in any specialised stream of allopathic medicine, is registered by the Indian Medical Council, and is practising within the scope of such license, and shall not include:
  - any relative of You or the Member; or
  - any person who resides with You or with the Member; or
  - any person covered under the Base Plan or this Rider.
- c) Rider Sum Assured means the amount stated in the Schedule/Register of Members for this Rider which shall be Our maximum liability for the Member under this Rider.
- d) Waiting Period means, in respect of a Member, a period of 90 days from the commencement of cover under this Rider for that Member.
- e) Survival Period means a period of 30 days following the date of diagnosis of a Critical Illness in the Member.

  
24/7/2023

**Article 3 Rider Benefit:**

- a) If a Member contracts any of the Critical Illnesses specified in Article 4) below after the completion of the Waiting Period and provided that the Member survives until at least the completion of the Survival Period then upon Our acceptance of the claim under this Rider, the Rider Sum Assured shall be paid to You.
- b) The Schedule shall specify whether the Stand-Alone Option or the Accelerated Option is applicable under this Rider.
- c) If the Schedule specifies that the Stand-Alone Option is applicable, then upon Our acceptance of a claim under this Rider in respect of a Member, the cover under this Rider for that Member will be terminated automatically, but cover for that Member under the Base Plan, including cover under any other applicable Riders, if any, will continue in accordance with their Standard Terms & Conditions.
- d) If the Schedule specifies that the Accelerated Option is applicable, then upon Our acceptance of claim under this Rider in respect of a Member, the cover under this Rider for that Member will be terminated automatically, and the cover for that Member under the Base Plan and any other applicable Riders, if any shall be reduced by the Rider Sum Assured paid in accordance with Article 3)a).
- e) The Rider Sum Assured is payable in accordance with Article 3(a) only in respect of the first incidence of a Critical Illness suffered by the Member.
- f) If the Member dies before the Rider Sum Assured becomes payable in accordance with Article 3(a) We shall not be liable to make any payment under this Rider. In no event shall Our liability under this Rider in respect of any Member exceed the Rider Sum Assured for that Member.

**Article 4 Critical Illnesses:**

**Critical Illness means the following illnesses or diseases only as defined below:**

**1. Cancer of specified severity:**

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

The following are excluded –

- a) Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3.
- b) Any skin cancer other than invasive malignant melanoma
- c) All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- d) Papillary micro – carcinoma of the thyroid less than 1 cm in diameter
- e) Chronic lymphocytic leukaemia less than Rai stage 3
- f) Microcarcinoma of the bladder
- g) All tumours in the presence of HIV infection

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## **2. First heart attack – of specified severity**

Death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area as a consequence of coronary artery disease.

The diagnosis must be supported by all three (3) of the following criteria and be diagnostic of a new definite acute myocardial infarction:

- a) Symptoms clinically accepted as consistent with the diagnosis of an acute myocardial infarction (e.g. Typical Chest Pain); and
- b) New characteristic electrocardiographic changes; and
- c) The characteristic rise above accepted normal values of biochemical cardiac specific markers such as CK-MB or cardiac troponins.

Heart attack occurring during a coronary intervention must have a cardiac troponin level that is at least three (3) times increased above the laboratory reported upper normal value. Angina and all other forms of acute coronary syndromes are not covered.

## **3. 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

## **4. Open Chest CABG**

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

The following are excluded:

- a) Angioplasty and/or any other intra-arterial procedures
- b) Any key-hole or laser surgery

## **5. 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.

## **6. Major Organ/Bone Marrow Transplant**

I. The actual undergoing of a transplant of:

- a) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- b) Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:

- a) Other stem cell transplants
- b) Where only islets of langerhans are transplanted

## **7. 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

## **8. Open Heart Replacement or repair of heart valves**

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 bases techniques including by not limited to ballon valvotomy/valvuloplasty are excluded.

## **9. Coma of specified severity**

A state of unconscious 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.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

## **10. Multiple Sclerosis with persisting symptoms**

The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:

- a) Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- 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, and
- c) Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least 1 month apart.

Other causes of neurological damage such as SLE and HIV are excluded.

**Article 5 Duration of the Rider:**

The cover for a Member under this Rider shall terminate immediately and automatically if the cover of that Member under the Base Plan is terminated or cancelled for any reason.

**Article 6 General Exclusions:**

No amount shall be payable under Article 3, if the Critical Illness results either directly or indirectly from any of the following:

- i. Diseases in the presence of an HIV infection;
- ii. Diseases that have previously occurred in the Member (i.e. the benefit is payable only if the disease is a first incidence, regardless of whether the earlier incidence occurred before the individual was covered under this Rider or whether the Member was covered by Us or any another insurer);
- iii. Any disease occurring within 90 days from date of joining in the scheme (i.e. during the Waiting Period);
- iv. No payment will be made by Us for any claim directly or indirectly caused by, based on, arising out of, or howsoever connected to any Critical Illness for which care, treatment, or advice was recommended by or received from a physician, or which first manifested itself or was contracted before the commencement of cover under this Rider, or for which a claim has or could have been made under any earlier policy or rider; Date of occurrence of the Critical Illness will be reckoned for the above purpose and for the purpose of evaluating Waiting/ Survival Period as the date of diagnosis of the illness/ condition. It will be the date on which the medical examiner first examines the Member and certifies the diagnosis of any of the illness/ conditions.
- v. Any congenital condition.
- vi. Intentional self-inflicted injury or attempted suicide, while sane or insane.
- vii. 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. Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up 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:
  - the Policyholder's close Relative; or
  - a person who resides with the Policyholder; or
  - life insured/policyholder under this policy.
- viii. Failure to seek or follow medical advice
- ix. 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.
- x. Taking part in any naval, military or air force operation during peace time.
- xi. Participation by the Member in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- xii. Participation by the Member in a criminal or unlawful act.
- xiii. 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.

- xiv. 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

The above exclusions shall be in addition to any exclusions specified under the Base Plan.

**Article 7 Claim Procedure:**

The procedure for making claims under this Rider shall be in accordance with the procedures, timeframes and information and documentation requirements specified under the Base Plan. In addition, it is a condition precedent to Our liability under this Rider that:

- i) The diagnosis of a Critical Illness in a Member should be confirmed by a registered medical practitioner and must be supported by acceptable clinical, radiological, histological and laboratory evidence carried out at the Member's cost and expense.
- ii) We shall be given written notice of the diagnosis of the Critical Illness in a Member within 60 days from the date of its diagnosis along with special medical assessment reports, if applicable, from neurologists or any other specialized medical practitioner in support of the claim.

**Article 8 Changes to the Rider Terms & Conditions:**

- a) We may change these Rider Terms & Conditions if there is a change in the law, legislation or taxation affecting Us or the Base Plan. None of these Rider Terms and Conditions may otherwise be waived or modified except by way of an endorsement issued by Us.
- b) We will send written notice of any change We intend to make at least 3 months before the next Policy Anniversary and such changes will be effective from that next Policy Anniversary. If You do not agree with the change, then You may terminate the Rider in respect of all Members. If You do not agree with the change but do not give Us notice within 30 days after We sent notice of it then You will be deemed to have accepted the change.

**Article 9 Taxation:**

We are entitled to make such deductions and/ or levy such charges, present and future which in Our opinion are necessary and appropriate, from and/ or on the premium payable or fee/ charge payable or benefit receivable under this Rider on account of any income, withholding, service tax, sales tax, value added or other tax, cess, duty or other levy which is or/ may be imposed in relation to this Rider by any legislation, order, regulation or otherwise upon Us, You, the Member or the Beneficiary.

