

AVIVA GROUP NEW CRITICAL ILLNESS NON-LINKED RIDER (UIN: 122B038V01)

PART A

A.1 Definitions

The following words or phrases have the meanings given to them below wherever they appear in the Master Policy Document:

1. **Actively at work** under the policy shall mean when the Member is rendering his/her services to the employer, and includes circumstances where the Member is working from his/her residence or premises other than the designated work space at the office or other premises of the employer, pursuant to specific directions issued by the employer and/or by the Central or State Government and any statutory and governmental authority.
2. **Age** means a Member's age on his last birthday as specified in the Register of Members.
3. **Assignee** is the person to whom the rights and benefits are transferred by virtue of an Assignment.
4. **Assignment** is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938 as amended from time to time.
5. **Assignor** means the person who transfers the rights of the life insurance policy to the Assignee.
6. **Certificate of Insurance or COI** means the certificate We issue to a Member to confirm his coverage under the Master Policy.
7. **Claimant** means the Nominee or Beneficiary or Appointee (if Nominee is less than 18 years of age) and where there is none, the person/s named in Member's will or Member's legal heirs as per Succession Laws of India, as the case may be.
8. **Cover End Date** means the date on which the Member's cover ends as is specified in the Schedule of the COI or master policy register with insurer.
9. **Cover Period** means the period from the Member Effective Date to the Cover End Date.
10. **Critical Illness** means the illness/procedures covered under this Rider Policy as defined in Clause A.2 of Part A.
11. **Critical Illness Benefit** means the amount payable by Us to the Claimant in accordance with Part B.
12. **Grace Period** means the time granted by the insurer from the due date for the payment of premium, without any penalty or late fee, during which time the rider policy is considered to be in-force with the risk cover without any interruption, as per terms and conditions of the rider policy. Grace period of 30 days will be allowed from the premium due date for Half Yearly and Quarterly modes and 15 days for monthly mode. There will not be any grace period for yearly mode. If insured event occurs during the grace period, the insurance benefit payable shall be rider Sum Insured after deduction of the due unpaid premiums till following policy anniversary.
13. **Insured Event** under this Rider Policy means the Insured to have undergone/ diagnosed to be suffering from one of the covered Critical Illness(es) as defined in clause A.2 of Part A on the first occurrence of such Critical Illness subject to definitions and exclusions applicable to such Critical Illness.
14. **IRDA of India or IRDAI** means Insurance Regulatory and Development Authority of India established under the IRDA Act, 1999.
15. **Master Policy Document** means the arrangements established by this Master Policy and Add-Ons/Riders, if any, and includes, the Proposal Form, the Schedule and any additional statements or documents provided to Us by You in respect of the Proposal Form and any endorsements issued by Us.
16. **Master Policy** means the contract of insurance entered into between You and Us as evidenced by this Master Policy Document.
17. **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 any other such body or Council for Indian Medicine or for Homeopathy setup by the Government of India or by a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license, but excluding a Medical Practitioner who is:
 - i. Life Assured/Spouse himself/herself or an agent of the Life Assured/Spouse or
 - ii. Insurance Agent, business partner(s) or employer/employee of the Life Assured/Spouse or
 - iii. A member of the Life Assured's/Spouse's immediate family.

18. **Member or Insured** means a person who meets the eligibility criteria specified in Part F of the Master Policy Document and, whose name has been recorded in the Register of Members.
19. **Member Effective Date** means the date last entered in the Register of Members upon which the Member's insurance cover under this Master/Rider Policy if any, commenced.
20. **Modal Premium or Premium** means the amount payable by You to Us at the Policy Commencement Date and at each Premium Due Date to keep the Master/Rider Policy in force and effect. This includes extra premium, if any, but excludes taxes.
21. **Nomination** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
22. **Nominee** means the person named in the Register of Members in respect of each Member, who has been nominated in accordance with Section 39 of Insurance Act, 1938, as amended from time to time.
23. **Pre-Existing Disease (PED)** for an insured Member, PED means any condition, ailment, injury or disease:
- That is/are diagnosed by a physician within 48 months prior to the insurance member effective date or
 - For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the insurance member effective date.
24. **Register of Members** means a register maintained by Us containing details of each Member and updated from time to time, which is deemed to be incorporated in and form part of this Master Policy.
25. **Risk Commencement Date** means the date given in the Schedule from which We accept the risk under this Rider, if any.
26. **Revival** means revival of the Master Policy which has been discontinued due to non-payment of the due Premiums as per the terms and conditions of the Master Policy.
27. **Revival Period** means a period up to 180 days from the date of first unpaid Premium but within the Master Policy Year.
28. **Rider Sum Assured** means the amount payable by Us to the Claimant in accordance with Part B and stated in the register of members record.
29. **Survival Period** is defined as the period of time after the date of first diagnosis of a critical illness that the Insured Member has to survive to be eligible for a benefit payment under the Critical Illness Benefit. There will be a Survival Period of 30 days under this Rider.
30. **Waiting period** There will be a waiting period of 90 days. The waiting period is defined as the period starting from cover inception or reinstatement, as applicable, during which no benefits are payable under the Critical Illness Benefit. In case of happening of any critical illness claim during the Waiting Period, the critical illness cover for that insured member shall terminate immediately.
- Note: The waiting period shall apply to all members of a new group or to new members of an existing group buying this critical illness benefit. The waiting period shall not apply to those existing members of a renewing group provided who have already completed their waiting period fully. Further, the waiting period shall not be applicable for any other 'Life' insurance benefit covered under some other benefits. If the group uses a probationary period, the waiting period shall commence from the end of the probationary period or when the life becomes insured, if later.*
31. **We, Us or Our** means the Aviva Life Insurance Company India Limited.
32. **You or Your or the Master Policyholder** means the person named in the Schedule who has concluded this Master Policy with Us.

A.2 Standard Nomenclature and Procedures for Critical Illnesses

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. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukaemia, lymphoma and sarcoma.

The following are excluded –

- i. All tumours which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, 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 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
- 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 Tumours 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 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:

- 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,
- The following are excluded:
- a. Other acute Coronary Syndromes
 - b. Any type of angina pectoris
 - c. 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

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:

- 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 (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 embolization 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:

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

8. Major Organ /Bone Marrow Transplant

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 haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

- a. Other stem-cell transplants
- b. 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.

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:

- 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.

Neurological damage due to SLE is excluded.

12. Benign Brain Tumour

Benign brain tumour is defined as a life threatening, non-cancerous tumour in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumour 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.

- i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- ii. 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:

- i. corrected visual acuity being 3/60 or less in both eyes or ;
- ii. 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:

- i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and

- iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO₂ <55mmHg); and
- iv. Dyspnea at rest.

16. End Stage Liver Failure

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

- i. Permanent jaundice; and
- ii. Ascites; and
- iii. 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. 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.

All psychiatric related causes are excluded.

19. 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:

1. 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;
2. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Mobility: the ability to move indoors from room to room on level surfaces;
5. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding: the ability to feed oneself once food has been prepared and made available.

The following are excluded: Spinal cord injury

20. 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:

- i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- ii. 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.

21. 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

A.3 Interpretation

In this Rider/Master Policy, where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment includes any subsequent amendment to that enactment and reference to days

means calendar days only. In case of any conflict in the provisions of this Rider/Master Policy Document and Certificate of Insurance, the provisions of this Rider/Master Policy Document shall prevail.

PART B

Benefits

1. Critical Illness Rider Benefits

- 1.1 This is a Rider benefit which is in addition to the benefits under the Master Policy and this Rider is only granted along with the Master Policy and benefits shall be subject to continuation of the Master Policy along with this Rider.
- 1.2 Under the Rider Policy, upon the occurrence of the Insured Event covered under this Rider Policy, we shall pay the Rider Sum Assured.
- 1.3 Rider Benefit shall only be payable provided that:
 - 1.3.1 the Insured Event occurred after the completion of the Waiting Period the Insured should have survived the Survival Period;
 - 1.3.2 all the due Rider Premiums till the date of Insured Event have been received by Us in full along with the due Premiums under the Master Policy.
 - 1.3.3 the Insured Event does not result either directly or indirectly from any one of the following causes:
 - i. Any Pre-Existing Disease as defined above.

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 the Waiting Period of 90 days from the Policy Commencement Date or its latest revival/reinstatement date, whichever is later.
 - iii. If the Insured dies within 30 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
- 1.4 No benefit will be payable if any claim occurs within the Waiting Period and the Rider Cover shall be terminated immediately.
- 1.5 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. Payment of Premium under 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 as defined above. If insured event occurs during the grace period, the insurance benefit payable shall be rider Sum Insured after deduction of the due unpaid premiums till following policy anniversary.

3. Surrender Value

No Surrender Value is payable under this Master Policy.

In case of surrender of Master Policy We shall give an option to the Member on such surrender to continue the Member's cover as an individual policy up till the coverage of the Member under the Master Policy.

PART C

1. Free Look

The Master Policyholder will be allowed a period of 15 days (30 days if the rider policy is sourced through distance marketing) from the receipt of the rider policy to review the terms and conditions of the rider policy and to return the same if not acceptable.

If the insured has not made any claim during the free look period the insured shall be entitled to refund of the premium paid less any expenses incurred on the medical examination of the insured along with proportionate risk premium for the period on cover and the stamp duty charges, if any.

2. Revival:

2.1 If premium is not received within the Grace Period, the Rider Policy will be discontinued.

Revival is available up to 180 days from the date of first unpaid Premium but within the policy term of one year. Revival period will not exceed the term of the Rider Policy.

The revival shall be subject to following:

- a) The Master Policyholder gives the Insurer written request for revival and proposed date of Revival.
- b) We agrees to revive the rider Policy, for which purpose the Master Policyholder shall comply with any requests for information and documentation made by the Us as per Our Board Approved Underwriting Policy.
- c) The Master Policyholder makes payment of all outstanding Premiums due from the last date of receipt of Premium to the proposed date of revival.
- d) 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 Rider Policy.
- e) The Master Policyholder understands and agrees that there is no obligation on Us to revive the Rider Policy or to revive it on the same terms and the revival is subject to the underwriting requirements of Us as applicable from time to time as per their Board Approved Underwriting Policy.

3. Premium Paying Term

The rider policy shall be annually renewable and the premium shall be payable on yearly basis. However, the annual premium can be paid on via half yearly, quarterly or on monthly instalment basis also.

Premium is payable by the Master policyholder. In case an eligible member becomes insured member during the policy year, a pro-rata premium shall be payable for that member. Similarly, in case a member ceases to be an insured member during a policy year, the insurer will refund pro-rata premium in respect of that member for that policy year.

Pro- rata premium is calculated by using following formula:

$$N/T \times \text{Modal Premium}$$

Where N is the number of days yet to be expired till the due date of next premium

Where T is the number of days for which Modal Premium is paid

4. Payment Procedure for Critical Illness Benefit:

4.1 We shall pay the Benefit defined under this Rider if the following documents are provided to our satisfaction:

- a) Completed and signed claim form (including NEFT details and bank account proof as specified in the claim form).
- b) Duly attested copy of COI
- c) Daily records related to admission to a Hospital/medical facility or consultation with a Medical Practitioner for the treatment.
- d) Discharge summary from the Hospital stating the proper diagnosis and date and time of admission and discharge.
- e) Declaration by the attending physician on the Insured's current state of health.
- f) All laboratory and pathology tests conducted such as blood reports and all investigative tests such as X-Ray, scans and MRI.
- g) In case of Surgery: surgical notes.
- h) Final hospital bill including details of room charges (ICU/Normal) and OT charges.
- i) Employer's questionnaire, if applicable.

- j) Valid identification and address proof of the Claimant.
- k) 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.
- l) Any other documents or information as may be requested by Us to investigate the claim.

PART D

- 1. Applicable Charges
Loss of Policy Document Fee: Rs.250 plus applicable taxes
- 2. Fund Options
Not applicable to the Policy
- 3. Fund Name
Not applicable to the Policy

PART E

General Terms & Conditions

Please refer Part F of the Master Policy Document .

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