Aviva Cancer Cardio Rider Non Linked Rider(UIN:122B037V02)
Policy Document

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. 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.
2. Bodily Injury means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.
3. Cancer Cardio Rider means the illness/procedures covered under this Rider Policy as defined in clause B.2 of Part B.
4. 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 B.2 of Part B on the first occurrence of such Critical Illness subject to definitions and exclusions applicable to such Critical Illness.
5. 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
6. Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
7. 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 36 months to prior to the first policy issued by Us.
8. 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.
9. Rider Policy means the contract of insurance entered into between You and Us as evidenced by this Policy Document.
10. 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.
11. 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.
12. 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.
13. Rider Benefit means the benefit payable under this Rider Policy as per Part C.
14. Rider Policy Term means the period between the Rider Commencement Date and the Rider Expiry date.
15. Rider Premium Payment Term means the period specified in the Schedule during which Rider Premium is payable.
16. Rider Commencement Date means the date given in the Schedule.
17. Rider Sum Assured means the amount specified 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. 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.

20. Survival Period means a period of 30 days commencing from the date of occurrence of Insured Event.

21. Waiting Period means period of Ninety (90) days from the Rider Commencement Date or Date of revival of the Rider Policy.

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

23. 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 Cancer Cardio

The definitions of the two diseases are given below:

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:

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:

- 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.

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 Rider 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:
         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.

            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 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

   1.3 No benefit will be payable if any claim occurs within the Waiting Period or any signs or symptoms related to Cancer Cardio have occurred during the Waiting Period.
   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/Survival Benefit
   No benefit other than Rider Benefit is payable under this Rider Policy.

3. Grace Period & Insured Event 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 the grace period, the due unpaid premium till next policy anniversary will be deducted from the rider benefit in case the claim is accepted by the company.

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 thirty (30) days of receipt of this Rider Policy Document.

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

2. Revision of Rider Premium

   Not Applicable

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 given 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 along with 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

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 Cancer cardio 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 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 is 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

As per the Base Policy Document