

Terms & Conditions

Aviva Corporate Life Plus (UIN: 122N067V03) **Non-participating plan**

This Policy is written confirmation of a contract between Aviva Life Insurance Company India Limited Trading as AVIVA (the 'Company') and the Policy holder(s) named in the Schedule.

In Return for payment of the agreed premiums the Company will pay the benefits identified in the Schedule in accordance with the policy Conditions.

The Schedule and any endorsement made altering the Schedule or Policy Conditions form part of the Policy.

Your proposal is the basis of the insurance provided by, and is part of, the Master Policy Document, which means these Standard Terms & Conditions, the Register of Members, the Schedule and any Annexure attached to it.

1) Interpretation & Definitions

- a) In this Master Policy Document, where appropriate, references to the singular include references to the plural, references to the male include the female and references to any statute include subsequent changes to that statute.
- b) The following words or phrases have the meanings given to them below wherever they appear in the Master Policy Document:
 - i) Beneficiary means the person named in the Register of Members in respect of each Member, who is entitled to receive the benefits under the Master Policy on the Member's death.
 - ii) Commencement Date means the date the Master Policy commenced, as specified in the Schedule.
 - iii) Insured Event means the death of a Member.
 - iv) Member means the person whose life is assured under this Master Policy provided that such person meets and continues to satisfy the eligibility criteria at Article (2) and whose name is entered in the Register of Members.
 - v) Member Effective Date means the date upon which that Member's name is last entered in the Register of Members.
 - vi) Master Policy means the arrangements established by this Master Policy Document in respect of an Insured Event affecting a Member.
 - vii) Loan Agreement means the first document evidencing the loan or other credit facility

granted by You to a Member and which specifies the commencement and duration of the loan or other credit facility.

- viii) Policy Anniversary means the annual anniversary of the Commencement Date
- ix) Policy Year means a period of one year commencing on the Commencement Date or on any Policy Anniversary thereof.
- x) Premium means the amount as determined by Us, payable by You to Us at the Commencement Date and at each Premium Due Date to keep the Master Policy in force.
- xi) Premium/Renewal Due Date means the date specified in the Schedule by which Premium is payable by You for renewing the Master Policy.
- xii) Register of Members means a Register maintained by You containing details of each Member, including but not limited to name, age, sex, designation, Sum Assured per Member, the name of Beneficiary, the Member Effective Date, and any special conditions applicable to the Member.
- xiii) Rider means an insurance cover attached to and forming part of the Master Policy if and to the extent specified in the Schedule.
- xiv) Schedule means the schedule and any endorsements thereto issued by the Company to evidence the insurance and, if more than one, then the latest in time.
- xv) Sum Assured means the amount stated in the Schedule/Register of Members, which shall be Our maximum liability per Member unless expressly stated to the contrary herein.
- xvi) We, Our and Us means the Aviva Life Insurance Company India Limited.
- xvii) You or Your means the entity/organisation named in the Schedule who is the Master Policyholder who has concluded this Policy with Us.

2) Eligibility Criteria

- a) A person who satisfies the following eligibility criteria is eligible to become a Member:
 - i) The Member is not younger than age 18 years last birthday and not older than 69 years last birthday at the proposed Member Effective Date; and
 - ii) The Member is employed by You; or
 - iii) The Member has concluded a Loan Agreement or is a bank account holder with You.

For the avoidance of doubt, becoming a Member does not establish any right or entitlement of the Member against Us under this Master Policy.

- b) No person shall become a Member unless and until You have entered his name into the Register of Members, subject to Articles (4) (d) and (6) of these terms and conditions and item 5 of the Schedule, You have the right to decide whether a person's name should be entered in the Register of Members subject to Us receiving such information or documentation (medical or otherwise) that We may request or specify and subject to Your compliance in all respects with any other guidelines that We may issue from time to time.

- c) We may authorise You to provide the Member with a Certificate of Membership containing details of, inter alia, the Member Effective Date or, in the alternative, We may issue the Certificate of Membership on Your behalf and You hereby authorise us to do so if We so decide.
- d) A person shall immediately and automatically cease to be a Member upon the earlier of:
 - i) The occurrence of the Insured Event in respect of the Member, or
 - ii) Attainment of age 70 years last birthday on any Policy Anniversary, or
 - iii) The Member failing to satisfy any of the eligibility criteria established in Article 2a), or
 - iv) The date for final repayment of the loan or other credit facility granted pursuant to the Loan Agreement and fixed when the loan or other credit facility was first granted to the Member, or
 - v) The early repayment of the loan or other credit facility, or
 - vi) The closure of the Member's bank account with You, or
 - vii) The termination of this Master Policy, or
 - viii) Your or Our written request on at least 30 days prior written notice.

3) Duration of the Master Policy

- a) This Master Policy is an annual contract renewable at Your option, but:
 - i) We reserve the right not to consider or accept renewal on a Policy Anniversary by giving You prior written notice of at least 3 months before the Policy Anniversary.
- b) If You do not renew this Master Policy on any Policy Anniversary then You shall subsequently be entitled to renew the Master Policy only:
 - i) With our specific written consent, and
 - ii) Subject to your compliance with the provisions of Article (5) (c) to Our satisfaction.

4) Calculation of Premium

- a) At least 30 days prior to the Policy Anniversary, You shall provide Us with details of all persons who satisfy the eligibility criteria at Article (2), and We shall calculate the Premium payable by You based upon:
 - i) The number of current Members who satisfy the terms of Article (2),
 - ii) Their completed age as at the Policy Anniversary, and
 - iii) The Sum Assured per Member.
- b) Once We have received the information detailed in (4) (a) We shall send you a renewal notice specifying the Premium payable for the next Policy Year. The amount of premium specified in Our renewal notice must be paid by the Premium Due Date, failing which the terms of Article (5) shall apply.

- c) While calculating the Premium under Article (4) (a) above, We shall also charge the applicable service tax or any other taxes, if applicable, over and above the Premium at the prevailing rate of tax.
- d) If new Members fulfilling the eligibility criteria at Article (2) are inducted under the Scheme during the Policy Year, the premium rate per Article (4) (c) shall be used to calculate the pro-rata Premium payable for such new Members and the same shall be payable to Us within 30 days of Us notifying You in writing of the Premium to be paid by You. No new Members shall be inducted into the Scheme unless the Premium for those Members is received by Us in advance. If Members leave the Scheme during any Policy Year, the premium rate per Article (4) (c) shall be used to calculate the pro-rata Premium refundable to You after calculating the proportionate risk premium for the time these Members were on cover. At Our option, We shall either refund the entire payment to You immediately or adjust the amount against any future Premium payable for new entrants or at the time of renewal.

5) Non payment of Premium

- a) If the Premium per Article (4) (c) is not paid in full by the Premium/Renewal Due Date, then We will allow a grace period of 30 days from that date within which the default shall be rectified. If You do not pay the Premium as per Article (4) (c) within the grace period, then the Master Policy shall be deemed to have lapsed and no benefit under the terms of Article (7) shall apply. Any liability to the Member, if exists, shall be Your sole responsibility.
- b) A lapsed Master Policy may be reinstated within 6 months of the Due Date of first unpaid premium.
- c) Reinstatement of Master Policy shall be subject to:
 - i) You informing us in writing of Your intention to reinstate the master policy and the proposed date of reinstatement. We reserve the right to obtain additional information and we may revise the premium payable before reinstating the Master Policy. We also reserve the right to decline to reinstate the Master Policy.
 - ii) You paying in advance all premium for the period from the date of default to the proposed date of reinstatement.
 - iii) You satisfying any underwriting requirements.
 - iv) You agreeing that there is no obligation on Us to either reinstate the Master Policy (even if you have given Us all documentation) or reinstate on the same terms, the decision as to which shall in either respect be in Our sole and absolute discretion.
- d) During the period of grace, the Sum Assured is payable upon the Member's death after outstanding Premium for the scheme, if any, have been paid.

6) Information

At any time during the Master Policy, We may seek other information and/or documentation in respect of any actual or prospective Member. If the documentation and/or information for any such person is not received by Us within 30 days of it having been requested, the name of the Member shall be deemed to have been, removed from the Register of Members effective from the date of Our request for such information and/or documentation.

7) Benefits

- a) Upon the occurrence of an Insured Event, and subject in all cases to the satisfaction of Articles (6) and (8), We shall pay You the Sum Assured and this Master Policy in respect of that Member shall cease immediately.
- b) The Rider benefits under any applicable Riders in force shall be payable as per the Rider terms and conditions.

8) Payment Conditions

- a) It is a condition precedent to Our liability to make payment of any benefit under this Master Policy that You shall, at Your own expense:
 - i) Immediately, and in any event within 60 days, unless the reasons for delay is found satisfactory to Us, provide Us with written notice of the happening of an Insured Event, and
 - ii) Provide Us with such information and/or documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause of the Insured Event and/or Our liability in respect of it including but not limited to:
 - 1. Our claim form duly completed
 - 2. Evidence of date of birth if We have not admitted age.
 - 3. The original or a legalised copy of the death certificate showing the circumstances of, cause of and the date of death.
 - iii) You shall provide Us with such other evidence in support of the claim that We may request.
- b) You shall be responsible to ensure that the Sum Assured after the deduction of the outstanding loan, if any, is provided to the Beneficiary of the deceased Member, named in the Register of Members or to any person nominated to receive any payment from You during the Beneficiary's minority or otherwise. Any payment made by Us to You shall be a valid discharge by Us in respect of any such payment.
- c) All monies payable by us shall be paid to You at Your designated offices against a discharge given by You or by any person duly authorised in writing by You and this shall be a valid discharge to Us in respect of any such payment.

9) Miscellaneous

a) Loss of the Master Policy Document

- i) We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and to call for such evidence of the loss of the Policy Document, at Your expense, as We consider necessary before issuing a copy of the Policy Document. We have the right to charge a fee for the issue of a copy of the Policy Document.
- ii) It is hereby understood and agreed that You will protect Us and hold Us harmless against any claims, costs, expenses, awards or judgments arising out of or howsoever

connected with the original Policy Document or arising out of issuance of duplicate Policy Document.

b) Correspondence

- i) You must give Us all notices, instructions and correspondence, including notices of transfer, assignment, nomination or other transactions in writing at Our address specified in the Schedule.
- ii) You should notify Us if Your address changes, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.

c) Fraud

If You or a Member or claimant or anyone acting for You or any of them or with Your or their knowledge makes any misleading, false or fraudulent claim then this Master Policy shall be void and any benefits hereunder shall be forfeited.

d) Currency & Territorial Limits

All premiums and benefits are payable within India and in the currency of the Master Policy as specified in the Schedule.

e) Governing Law

This Master Policy and the applicable terms and conditions are subject to and shall be construed in accordance with Indian law. Any and all disputes or differences which may arise under, out of, or in connection with or in relation to this Master Policy shall be subject to the jurisdiction of the courts in India.

f) Entire Contract

The Master Policy Document comprises the entire contract between You and Us, and it cannot be changed or altered unless We approve it in writing by endorsement on the Schedule. The insurance agent is not authorised by Us to amend the Policy Document, or to accept any notice on Our behalf.

We specifically reserve the right to make changes to ensure compliance with the prevailing rules prescribed under the Insurance Regulatory and Development Authority of India's Regulations issued from time to time, provided that such change shall be effective from the immediately following Policy Anniversary.

g) Fraud, Misstatement and Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time.

A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in annexure – 1 for reference.

h) Due Observance

Your due observance of the terms, provisions and conditions of the Master Policy Document and compliance with them insofar as they relate to anything to be done or complied with by You or a Beneficiary shall be a condition precedent to Our liability.

Special Terms & Conditions

Rider - Double Accident Benefit

Article 1 General Provisions

- 1.1 These Special Terms and Conditions apply to the Insurance only if this Rider has been effected as specified in the Schedule.
- 1.2 This Insurance is further governed by the relevant Terms & Conditions applicable to the Base Plan and the Scheme Rules.

Article 2 Insured Event

- 2.1 The death of the Insured Member caused directly by Accident, within 90 days from the date of such Accident.

Article 3 Benefits

- 4.1 In the event of an accepted claim under this Rider, the Company will be liable to pay one more Sum Insured to the Policyholder in addition to the Sum Insured payable under the Base Plan.

Article 4 Duration of the Rider

- 5.1 The Rider terminates if the Insurance on the life of the Insured Member is terminated or cancelled for any reason.

Article 5 Exclusions

- 6.1 No benefit will be payable if the Accidental death is directly or indirectly caused by or aggravated by or related to:
 - i) Alcohol or drug abuse including drug taking other than prescribed by a medical practitioner, any crime committed by the Insured, wilful self inflicted injury, attempted suicide or unreasonable failure to seek or follow medical advice.
 - ii) Failure to seek and follow medical treatment and advice from a registered and qualified medical practitioner immediately following an accident.
 - iii) Aviation other than as a passenger in a commercial licensed passenger aircraft.
 - iv) Engaging in racing of any kind other than athletics or swimming.
 - v) Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or wilful participation in acts of violence.
 - vi) Radioactive contamination due to a nuclear accident.
 - vii) Any mental or functional disorder.
 - viii) Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
 - ix) Any condition existing prior to the Insured Member Effective Date except as stated in the Schedule.

Standard Terms & Conditions

Rider - Permanent Total Disability

Article 1 General Provisions

- 1.1 These Standard Terms and Conditions apply to the Insurance only if this Rider has been specified as effected in the Schedule.
- 1.2 This Insurance is further governed by the relevant Terms & Conditions applicable to the Base Plan and the Scheme Rules, if any.

Article 2 Insured Event

- 2.1 The Permanent Total Disability of a Member for a continuous and uninterrupted period of 6 months from the date of the Accidental bodily injury or illness

Article 3 Definition

- 3.1 Permanent Total Disability (PTD) shall mean the Member's permanent and total incapacity due to Accidental bodily injury or illness which, in the opinion of the Company, is such as to prevent the Member totally at the time of the claim being made from engaging in or being employed for remuneration or profit in any occupation and render him unlikely to be able to do so at any time in the future.

Article 4 Benefits

- 4.1 Entitlement to this benefit will arise when the Company receives satisfactory proof that the Member has suffered PTD which commenced while the Rider is in force and which has lasted for a continuous and uninterrupted period of 6 months.
- 4.2 In the event of an accepted claim under this Rider, the Company will be liable to pay the Group PTD Sum Assured to the Policyholder.
- 4.3 The Insurance in respect of the Member will cease upon the entitlement to a PTD benefit having arisen. If the Insured Member dies before the entitlement to a benefit under this Rider has arisen, then the Company shall only be liable to make payment for the Member's death as provided for under the Base Plan or Term Insurance Rider or, if operative, the Double Accident Benefit Rider.

Article 5 Duration of the Rider

- 5.1 The Group PTD Rider terminates if the term insurance on the life of the Member is terminated or cancelled for any reason.

Article 6 Exclusions

- 6.1 No benefit will be payable if the PTD is directly or indirectly caused by or aggravated by or related to:
 - Alcohol or drug abuse including drug taking other than prescribed by a medical practitioner, any crime committed by the Insured, wilful self inflicted injury, attempted suicide or unreasonable failure to seek or follow medical advice.
 - Failure to seek and follow medical treatment and advice from a registered and qualified medical practitioner immediately following an Accident.

- Aviation other than as a passenger in a commercial licensed passenger aircraft.
- Engaging in racing of any kind other than athletics or swimming.
- Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or wilful participation in acts of violence.
- Radioactive contamination due to a nuclear Accident.
- Any mental or functional disorder.
- Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
- Any condition existing prior to the Insured Member Effective Date.
- Human Immunodeficiency Virus (HIV) or variants (including Acquired Immune Deficiency Syndrome (AIDS)).

6.2 The benefit under this Rider shall be payable only upon the expiry of an uninterrupted period of 6 months from the date when the Member suffers PTD

Rider Terms & Conditions

Aviva Group Critical Illness Rider (UIN: 122B018V01) Non – Participating

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.

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:

Cancer is a malignant tumor characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The term cancer includes lymphoma, sarcoma, and Hodgkin's disease. The cancer must require treatment by surgery, radiotherapy, or chemotherapy. The diagnosis must be confirmed with a valid pathology report and a report from an approved Specialist.

The following cancers are excluded:

- a) All tumours which are histologically described as benign, pre-malignant, borderline malignant, low malignant potential, or non-invasive;
- b) Any lesion described as carcinoma in-situ (Tis) or Ta by the AJCC Sixth Edition TNM Classification;
- c) All non-melanoma skin cancers;
- d) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least class T2N0M0 by the AJCC Sixth Edition TNM Classification;
- e) Thin Melanomas with pathology report showing Clark's Level less than III or Breslow thickness less than 1.0 mm;
- f) Early thyroid cancers that are less than 2 cm in diameter and histologically described as T1N0M0 by the AJCC Sixth Edition TNM Classification;
- g) Any form of cancer in the presence of HIV infection, including but not limited to, lymphoma or Kaposi's sarcoma.

2. Heart Attack

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

Stroke is defined as a cerebrovascular incident resulting in irreversible death of brain tissue due to intra-cranial hemorrhage or due to embolism or thrombosis in an intra-cranial vessel. This event must result in permanent neurological functional impairment with objective neurological abnormal signs on physical examination by a neurologist at least 3 months after the event. The diagnosis must also be supported by findings on brain imaging and must be consistent with the diagnosis of a new stroke.

The following are excluded:

- a) Transient Ischaemic Attacks (TIA);
- b) Brain damage due to an accident or injury;
- c) Disorders of the blood vessels affecting the eye including infarction of the optic nerve or retina;
- d) Ischaemic disorders of the vestibular system;
- e) Asymptomatic silent stroke found on imaging.

4. Coronary Artery Bypass Surgery

The actual undergoing of open-heart surgery with a thoracotomy and sternotomy to correct narrowing or blockage of one or more coronary arteries with insertion of bypass graft(s). Preoperative angiographic evidence of coronary artery obstruction must be provided and the procedure must be considered medically necessary by a consultant cardiologist. Balloon angioplasty (PTCA), heart catheterisation, laser relief, rotablate, stenting and all other intraarterial catheter based techniques are excluded. Key-hole coronary artery bypass surgery is also excluded.

5. Kidney Failure

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. The diagnosis has to be confirmed by a certified nephrologist.

6. Major Organ Transplantation

The actual undergoing of a transplantation as a recipient of one of the following organs like heart, lung, liver, kidney, pancreas or human bone marrow (using haematopoietic stem cells). This transplantation must have been deemed medically necessary by a Specialist, to treat irreversible end stage failure of the relevant organ or bone marrow. Stem cell transplants and islet cell transplants are excluded.

7. Paralysis

Total and irreversible loss of use of two or more limbs through paralysis as a result of injury or disease. The paralysis must be supported by appropriate neurological evidence. A Specialist 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. Paralysis due to self-harm, partial paralysis, temporary post-viral paralysis, or paralysis due to psychological causes are all excluded.

8. Heart Valve Surgery

The undergoing of open-heart valve surgery with a thoracotomy performed to replace or repair one or more heart valve(s), as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The surgery must be considered medically necessary by a consulting cardiologist and supported by appropriate investigations.

9. Coma

Coma is a state of unconsciousness with no reaction to external stimuli or internal needs. The coma must persist for at least 96 hours and require intubation and mechanical ventilation to sustain life. There must also be functional neurological impairment persisting for a continuous period of at least 30 days after the onset of the coma, which in Our opinion is of a permanent nature. Medically induced coma and coma resulting directly from alcohol or drug abuse are excluded.

10. Multiple Sclerosis

A definite diagnosis by a consultant Neurologist of Multiple Sclerosis must be made which satisfies the following 2 criteria:

- a) There must be permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, which must have persisted for a continuous period of at least six months; and
- b) The diagnosis must also be confirmed with objective neurological investigations, such as lumbar puncture, evoked visual responses, evoked auditory responses and MRI evidence of lesions of the central nervous system.

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

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.
- 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.