



Aviva New LifeBond Plus (Non-participating plan) [UIN : 122L075V01]

STANDARD TERMS & CONDITIONS

Note: In this Policy, the investment risk in the investment portfolio is borne by the Policyholder.

The Policyholder's Proposal Form is the basis of the insurance provided by, and is part of, the Policy Document, which also consists of these Standard Terms & Conditions, the Schedule and any annexures/ table and/or unit statements attached to it.

1) Interpretation & Definitions

- a) In this 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 Policy Document:
 - i) Age means age at last birthday.
 - ii) Allocation Rate means the rate at which We allocate the Single Premium and Top Up Premium, if any, received from the Policyholder into Units in the unit account, and is as specified in the Schedule (at Item No. 1 of the Table of Charges).
 - iii) Commencement Date means the date the Policy commences, as specified in the Schedule.
 - iv) Funds means the internal investment funds established and managed by Us in accordance with Articles 8) and 10).
 - v) Fund Value means the total number of Units pertaining to Single Premium and Top Up Premium, if any, held in the unit account multiplied by their respective Unit Price.
 - vi) Insured means the person named in the Schedule, on whose life this Policy is effected.
 - vii) Maturity Benefit means the Fund Value as at the Maturity Date, payable in accordance with Article 3)b).
 - viii) Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable in accordance with Article 3)b).
 - ix) Nominee means a person named in the Schedule who has been nominated by the Policyholder in accordance with Article 11).
 - x) Policy means the arrangements established by this Policy Document.
 - xi) Policy Anniversary means the annual anniversary of the Commencement Date.
 - xii) Policy Term means the period between the Commencement Date and the Maturity Date.
 - xiii) Policy Year means the year commencing on the Commencement Date or an anniversary thereof.
 - xiv) Policyholder means the adult or the entity named in the Schedule who has concluded this Policy with Us.
 - xv) Proposal Form means the signed, completed and dated proposal form submitted by the Policyholder to Us, including any declarations and statements annexed to it.
 - xvi) Rider means the rider(s), if any, issued by Us, attached to and forming part of this Policy.
 - xvii) Risk Commencement Date means the date specified in the Schedule on which the risk cover on the life of the Insured commences.
 - xviii) Schedule means the schedule (including any annexures/unit statements/tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
 - xix) Settlement Option means the option available to the Policyholder in accordance with Article 13). If the Settlement Option is effected by the Policyholder, all or a part of the Maturity Benefit per Article 3)b) will be paid in arrears to the Policyholder in the form of structured payouts after the Maturity Date.
 - xx) Single Premium means the amount of premium paid by the Policyholder prior to the Commencement Date, in the form of a single payment.
 - xxi) Sum Assured means the amount specified in the Schedule.
 - xxii) Surrender Value means the surrender value payable in accordance with Article 6).
 - xxiii) Top Up Premium means payments (apart from Single Premium) received from the Policyholder in the form of a single payment.
 - xxiv) Unit means a notional and proportionate part of the unit account created by the allocation of Single Premium and Top Up Premium, if any, and created solely for the purpose of determining the benefits under this Policy.
 - xxv) Unit Price means the price per Article 10) at which We allocate or redeem Units in each of the Funds on that day.
 - xxvi) Valuation Date shall have the meaning ascribed to it in Article 10).
 - xxvii) We, Our and Us means the Aviva Life Insurance Company India Limited.

2) Payment of Top Up Premium and Dealings with the Policy

- a) Payment of Top Up Premium shall be allowed during the Policy Term subject to the following:
 - i) The maximum amount of Top Up Premium which can be paid during a Policy Year and the total amount of Top Up Premium paid under the Policy shall not exceed 25% of the total amount of Single Premium paid.
 - ii) The minimum amount that can be paid as a single payment of Top Up Premium is Rs.1,000.
 - iii) Our receipt of Top Up Premium will not alter the Sum Assured.
- b) If the Insured's Age is below eighteen (18) years as at the Commencement Date, then immediately and automatically upon the Insured attaining eighteen (18) years of Age:
 - i) The Policy shall vest in the Insured, who shall become the Policyholder of this Policy;

- ii) The Insured shall solely become entitled to exercise any and all rights that may be exercised by the Policyholder in relation to this Policy;
- iii) The Insured shall solely become obliged to accept and discharge any and all responsibilities of the Policyholder in relation to this Policy;
- iv) The Policyholder shall retain no rights or interest in the Policy from the date on which the Insured attains eighteen (18) years of Age.
- c) No Loan shall be available under this Policy.

3) **Benefits**

- a) **Death Benefit**
 - i) In the event of the death of the Insured before the Risk Commencement Date, We will pay the Fund Value, as at the date of notification of death to the Policyholder and if the Policyholder is not alive, to the Nominee.
 - ii) In the event of the death of the Insured on or after the Risk Commencement Date but before the Maturity Date, then subject to Article 3)a)iii), We will pay the higher of the Sum Assured and the value of Units pertaining to Single Premium plus the value of Units pertaining to Top Up Premium as at the date of notification of death, to the Policyholder and if the Policyholder is not alive, to the Nominee.
 - iii) No benefit other than the Fund Value as at the date of notification of death shall be payable if the Insured's death occurs due to suicide or attempted suicide within twelve (12) months of the Commencement Date.
- b) **Maturity Benefit**
 - i) If the Policy is not terminated for any reason prior to the Maturity Date, then on the Maturity Date, We will pay the Fund Value as at that date to the Policyholder.
 - ii) If the Maturity Benefit per Article 3)b)i) is payable We will also pay a maturity addition equivalent to 2.5% of the value of Units pertaining to Single Premium, provided the Policy Term of the Policy is greater than ten (10) years. The maturity addition is calculated with respect to units existing at maturity and pertaining to Single Premium only.
- c) The Policy will immediately and automatically terminate upon the benefits outlined in Articles 3)a) or 3)b) becoming payable.

4) **Partial Withdrawals**

- a) From the commencement of the fourth Policy Year and provided that the Insured has attained eighteen (18) years of Age, the Policyholder may make upto four (4) partial withdrawals in a Policy Year. The minimum amount of a partial withdrawal is Rs. 5,000. Un-availed partial withdrawals in a Policy Year shall not be carried forward to the next Policy Year.
- b) The proposed partial withdrawal will first be met from the cancellation of Units pertaining to Top Up Premium that have been in existence for at least three (3) years, unless the Top Up Premium has been received in the last three (3) Policy Years.
- c) The Sum Assured will not change on making any partial withdrawals from Units pertaining to Top Up Premium.
- d) If no Units pertaining to Top Up Premium are available or if available, their value is less than the proposed amount of the partial withdrawal, then any shortfall between the amount of proposed partial withdrawal and the sum realised from the cancellation of Units pertaining to Top Up Premium may be met by cancelling Units pertaining to Single Premium, subject to the following conditions:
 - i) If the Insured's Age is less than fifty eight (58) years on the date of the proposed partial withdrawal, the total amount of the partial withdrawals made from Units pertaining to Single Premium in any Policy Year shall not exceed 25% of the value of Units pertaining to Single Premium as at the commencement of that Policy Year.
 - ii) In the event of the death of the Insured during the Policy Term and before attaining sixty (60) years of Age, the Sum Assured payable in accordance with Article 3)a) shall stand reduced by an amount equal to the sum of all the partial withdrawals made from the Units pertaining to Single Premium within two (2) years immediately prior to the date of his death. In the event of the death of the Insured during the Policy Term and on or after attaining sixty (60) years of Age, the Sum Assured payable in accordance with Article 3)a) shall stand reduced by an amount equal to the sum of all partial withdrawals made from the Units pertaining to Single Premium from the date the Insured attained fifty eight (58) years of Age till the date of his death, provided that this reduction does not result in the Sum Assured becoming less than zero.
- iii) Any partial withdrawal from Units pertaining to Single Premium shall only be allowed to the extent that the value of the Units pertaining to Single Premium, after the proposed partial withdrawal, does not fall below Rs.15,000 or any other minimum amount specified by Us from time to time with prior approval of the Insurance Regulatory and Development Authority (IRDA).

5) **Systematic Partial Withdrawal**

- a) From the commencement of the fourth Policy Year, the Policyholder may at anytime opt for the Systematic Partial Withdrawal option before the commencement of the last three (3) Policy Years of the Policy Term, wherein a fixed percentage of the Single Premium shall be payable in arrears to the Policyholder as structured payouts provided that:
 - i) a written notice has been given to Us at least fifteen (15) days prior to the month from which the Policyholder intends to start the systematic partial withdrawal specifying the payout term, payout amount and payout frequency. The payout amount may be any amount between 0.5% to 1% of Single Premium per month multiplied by payout frequency opted by the Policyholder; and
 - ii) the Single Premium amount paid is at least Rs.2,50,000.
- b) This option shall be effective from the date that We have issued an endorsement to the Schedule specifying the term, frequency, mode and amount for the Systematic Partial Withdrawal Option.
- c) If at any time, during the payout period, the Fund Value falls below Rs. 5,000, then the Fund Value, shall be paid to Policyholder immediately and the policy shall terminate
- d) During the payout period, all investment risks shall continue to be borne by the Policyholder.
- e) The Policyholder may discontinue or recommence this option at any time during the Policy Term, subject to satisfaction of conditions specified in Article 5).

- f) The Policyholder may choose to receive the payouts either through the Direct Credit / ECS/ Cheque, provided that payment through Cheque is available only for yearly and half yearly payout modes.

6. Surrender Value & Auto Foreclosure

- a) After completion of first three (3) Policy Years this Policy may be surrendered by the Policyholder and a Fund Value shall be payable. The Surrender Value shall be equal to the Fund Value as on the date of surrender, after deduction of Surrender Charges as specified in the Schedule.
- b) The Policy shall automatically terminate if, at any time during the Policy Term, the value of Units pertaining to Single Premium falls below Rs.5,000 or any other minimum amount specified by Us from time to time with prior approval of the Insurance Regulatory and Development Authority (IRDA). Upon such termination, the Fund Value as at that date shall become payable to the Policyholder.

7. Units & Unit Account

- a) On the Commencement Date, We will open a unit account. We will apply the Policyholder's Single Premium and Top Up Premium, if any, to the allocation of Units to that unit account by reference to the Funds chosen by the Policyholder, in the allocation proportion specified in the Schedule, after adjusting for the applicable Allocation Rate. If the Policyholder wants to apply a separate allocation proportion to any particular payment of Top Up Premium, he/she may specify a different allocation proportion in writing to Us. This allocation proportion shall be applicable only in respect of that particular payment of Top Up Premium. The allocation of Units will be carried out at the next available Unit Price.
- b) The Policyholder can switch Units between available Funds at any time by informing Us in writing of the switch proposed to be made. The first four (4) switches in a Policy Year shall be free of any Switching Charge. Subsequent switches will attract the Switching Charge specified in the Schedule. Un-availed free switches in a Policy Year shall not be carried forward to the next Policy Year. We will process a switch after receiving a written request from the Policyholder and only if We are satisfied that the proposed switch is in line with Our rules applicable at that time for switching, and (unless the Policyholder wishes to switch 100% to another Fund) that the amount switched and the balance remaining in the Fund from which Units are to be switched, after the proposed switch, are at least Rs.5,000 each or such other minimum amounts We may specify from time to time.
- c) We will make the switch by redeeming Units from the Fund from which the Policyholder wishes to make the switch out and allocating Units in the Fund the Policyholder wishes to switch in, equivalent to the amount the Policyholder wishes to be switched. Thereafter, We will redeem Units for an amount equivalent to the Switching Charge as specified in the Schedule from the Fund the Policyholder has switched in. For each transaction, We will use the Unit Price of the respective Fund that applies on the day of that transaction.

8) Funds

- a) Subject to the approval of Insurance Regulatory and Development Authority, We reserve the right to add, close or amend any Fund or its investment objectives. The only Funds available for the Policyholder to invest in and the investment objectives together with the risk profile of each Fund are described in the Annexure 1 of the Schedule. We shall send the Policyholder details of any change, We may decide to make at least one (1) month prior to such change becoming effective.
- b) Units are a proportionate part of a Fund and will be created in a Fund when assets of an equivalent value are added to the portfolio of assets to which the Fund is referenced. The unit account, the Units and the allocation of Units to the unit account are notional and are designed for the sole purpose of determining the benefits under the Policy.
- c) Assets may only be withdrawn from the portfolio of assets to which the Fund is referenced when Units of equal value to those assets are redeemed in the Fund. Income received from assets referenced to a Fund will be added to these assets. The amount after allowing for tax, if any, will alter the value of each existing Unit of the respective Fund.
- d) We do not guarantee the price or value of the Units. The price or value of any Unit and Fund will fluctuate depending upon the performance of the underlying assets. The assets and any income arising from these assets shall remain Our property at all times. The Policy does not confer on the Policyholder or any other person any title to or any beneficial interest in any of Our assets, or to any income from these assets.

9) Payment of Benefits

- a) It is a condition precedent to Our liability to make any payment that:
- i) We are informed of the claim in writing without delay, and in any event within ninety (90) days of the occurrence giving rise to such claim.
- ii) We are provided with the opportunity of establishing to Our satisfaction that a claim is payable and the amount of that claim, for which purpose We shall be entitled to receive all reasonable cooperation in terms of providing documentation and information (where applicable), including but not limited to:
- (1) Our claim form duly completed.
 - (2) The Policy Document.
 - (3) Evidence of date of birth if We have not admitted age.
 - (4) The original or a legalised copy of the death certificate showing the circumstances and cause and the date of death.
 - (5) Any other documentation We request.

10) Valuation of Funds, Unit Price & Charges

- a) We will deduct Policy charges from the unit account. The Schedule contains the list of charges and the manner in which they will be deducted.
- b) The Unit Price of Units of each Fund shall be determined daily as per the regulations/guidelines issued by the Insurance Regulatory and Development Authority from time to time (the 'Valuation Date'). As per the current guidelines issued by the Insurance Regulatory and Development Authority, We will determine the Unit Price of each Fund daily as per the following formula: -

Unit Price = Net Asset Value ("NAV") divided by the number of Units existing in the Fund at the Valuation Date (before any new Units are allocated or redeemed).

The NAV can be calculated in either of the following two (2) methods:

- i) When appropriation price is applied: The NAV of a Fund shall be computed as the market value of investments held by the Fund plus the expenses incurred in the purchase of the assets plus the value of any current assets plus any accrued income net of Fund Management Charge including Service Tax thereon less the value of any current liabilities and provisions, if any. This is applicable when We are required to purchase assets to allocate Units at the Valuation Date.
 - ii) When expropriation price is applied: The NAV of a Fund shall be computed as the market value of investments held by the Fund less the expenses incurred in the sale of the assets plus the value of any current assets plus any accrued income net of Fund Management Charge including Service Tax thereon less the value of any current liabilities and provision, if any. This is applicable when We are required to sell assets to redeem Units at the Valuation Date.
- The Unit Price of Units of a Fund will be rounded by not less than three (3) decimal places.
- c) We shall deduct all expenses, costs and duties related to the purchase and sale of assets of the Funds.
 - d) We will make all decisions about the selection and valuation of the assets to which a Fund is referenced.

11) Nomination & Assignment

- a) The Policyholder may nominate a nominee in accordance with Section 39 of the Insurance Act 1938 and We shall register the same in Our records and send an endorsement confirming the identity of the nominee.
- b) We must be given written notice of any change of the nominee. Any nomination and any change in nomination will take effect only when We register the same in Our records and We send an endorsement confirming the identity of the Nominee or the new nominee.
- c) If there is more than one Nominee and a Nominee dies before a payment becomes due then We will pay the other Nominees in proportion to their designated shares and if there are no nominees or all Nominees have pre-deceased the Insured then We will pay the legal heirs of the Policyholder.
- d) The Policyholder may assign this Policy. Any assignment of the Policy shall automatically cancel all nominations. No assignment shall be effective against Us until We have received a written notice of the assignment in accordance with Section 38 of the Insurance Act 1938.
- e) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

12) Unit Encashment Conditions

- a) Units will be redeemed or created at their Unit Price on the date of redemption or creation of those Units.
- b) Subject to IRDA Regulations, receipt of premium or valid requests for unit switching or benefit payments (excluding outstation cheques or demand drafts) received at Our address specified in the Schedule or at any of Our branch offices:
 - i) at or before 3:00 p.m. on a particular day will be processed at the closing Unit Price on that day, and
 - ii) after 3:00 p.m. on a particular day will be processed at the closing Unit Price on the next business day, unless in either case the payment comprises outstation cheques or demand drafts, in which case the payment will be processed at the closing Unit Price on the day of realisation.

13) Settlement Option

- a) The Policyholder may opt for the Settlement Option provided We have received from the Policyholder at least fifteen (15) days prior to the Maturity Date, a written notice choosing the Settlement Option and agreeing to comply to the terms of this Article 13) along with any information and documentation that We may request, including but not limited to:
 - i) The term during which the benefits under the Settlement Option is payable, as specified by Us in consultation with the Insurance Regulatory and Development Authority from time to time (the "Payout Term"). Currently, this can be any duration between one (1) to five (5) years.
 - ii) Payout frequency, which may be yearly, half-yearly, quarterly or monthly.
 - iii) Payout mode i.e. whether by cheque, direct credit / ECS (required for quarterly / monthly payment mode)
 - iv) Payout option, i.e., either a) a fixed number of Units per payout; or b) a fixed amount per payout.
 - v) The proportion of the Maturity Benefit payable per Article 3)b) which the Policyholder shall opt to receive during the Payout Term. The minimum proportion for opting for Settlement Option is 25% of the Maturity Benefit payable in accordance with Article 3)b).
- b) During the Payout Term, all investment risk in the investment portfolio shall continue to be borne by the Policyholder.
- c) The Settlement Option shall be administered in accordance with Our Settlement Option guidelines in force from time to time.
- d) The Policyholder cannot opt for the Settlement Option after the Maturity Date.
- e) If at any time during the Payout Term, the Fund Value falls below Rs. 5,000, then the Fund Value shall be paid to the Policyholder and the Policy shall automatically terminate.
- f) No Partial Withdrawals per Article 4) or switches per Article 7)b) shall be permitted during the Payout Term.
- g) The Policy can be terminated any time during the Payout Term by a surrender of the Policy and payment of the Fund Value.
- h) Only the Fund Management Charge shall be levied during the Payout Term.
- i) Upon the death of the Insured during the Payout Term, only the Fund Value as at the date of notification of death shall become payable as a lump sum and the Policy shall automatically terminate.

14) Miscellaneous

- a) Loss of the 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 the Policyholder's expense, as We consider necessary before issuing a duplicate Policy Document. We have the right to charge a fee for the issue of a duplicate Policy Document.
- ii) It is hereby understood and agreed that the Policyholder 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 a duplicate Policy Document.
- b) Correspondence
 - i) The Policyholder must give Us all notices, instructions and correspondence, including notices of transfer, nomination or other transactions in writing at Our address specified in the Schedule or at any of Our Branch Offices.
 - ii) The Policyholder should notify Us of any change in his/her address or the Nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.
 - iii) All notices meant for the Policyholder will be in writing and sent by Us to the Policyholder's address shown in the Schedule.
- c) Fraud

If the Policyholder or Nominee or anyone acting for any of them or with their knowledge or consent makes any misleading, false or fraudulent claim then this 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 Policy as specified in the Schedule.
- e) Governing Law & Jurisdiction

This Policy and any disputes or differences arising under or in relation to the Policy are subject to and shall be construed in accordance with Indian law and by the Indian Courts.
- f) Entire Contract

The Policy Document comprises the entire contract between the Policyholder 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.
- g) Agent's Authority
 - i) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
 - ii) No insurance agent is authorised to amend the Policy Document, or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at the Policyholder's risk and the agent will be acting only as his representative.
- h) Section 45 of the Insurance Act, 1938

In accordance with Section 45 of the Insurance Act, 1938:

 - i) No Policy shall after the expiry of two (2) years from the Commencement Date be called into question by Us on the ground that a statement made in the Proposal Form or in any report of a medical officer or referee, or the Policyholder's friend, or in any other document leading to the issue of the Policy Document was inaccurate or false unless We show that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policyholder and that the Policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.
 - ii) Nothing in Article 14)h)i) shall prevent Us from calling for proof of age at any time if We are entitled to do so, and no Policy shall be deemed to be called into question merely because the terms of the Policy Document are adjusted on subsequent proof that Insured's age was incorrectly stated in the Proposal Form. If there is a change in or amendment to Section 45 of the Insurance Act, 1938, then it is agreed that Our rights to call into question any Policy shall be as per the change in or amendment to the law on the date when the Policy is called into question.