



**Aviva Wealth Protect (Non-participating plan) [UIN : 122L079V01 ]**

**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 and the Schedule.

**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) Business Day means any day on which the Bombay Stock Exchange Limited and/or the National Stock Exchange Limited are open for trading
  - iii) Commencement Date means the date the Policy commenced, as specified in the Schedule.
  - iv) Funds means the internal investment funds established and managed by Us in accordance with Articles 7) and 9).
  - v) Fund Value means the total number of Units held in the unit account multiplied by their respective Unit Price.
  - vi) Guaranteed Maturity Value (GMV) means the number of Units held on the Maturity Date multiplied by the highest NAV for the Wealth Builder Fund of 85 continuous NAVs calculated as at each Reset Date commencing with the first Reset Date and ending 7 years thereafter.
  - vii) Insured means the person named in the Schedule, on whose life this Policy is effected.
  - viii) Maturity Benefit means the benefit as at the Maturity Date, payable in accordance with Article 3)b).
  - ix) Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable, provided that the Insured is still living.
  - x) Nominee means a person whose name has been nominated in writing to Us by the Policyholder in accordance with Section 39 of the Insurance Act 1938, and during the period that the Insured is a minor the Nominee shall also be deemed to be the Insured's guardian.
  - xi) Policy means the arrangements established by this Policy Document.
  - xii) Policy Anniversary means the annual anniversary of the Commencement Date.
  - xiii) Policy Document means this document, any endorsements issued by **Us**, the Schedule and the Proposal Form.
  - xiv) Policy Term means the period between the Commencement Date and the Maturity Date.
  - xv) Policy Year means the year commencing on the Commencement Date or an anniversary thereof.
  - xvi) Policyholder means the adult or the entity named in the Schedule who has concluded this Policy with Us.
  - xvii) Premium Payment Term means, other than for single premium policies, the period between the Commencement Date and the due date of the last instalment of Regular Premium (specified in the Schedule), during which Regular Premium is payable.
  - xviii) Proposal Form means the signed, completed and dated proposal form submitted by the Policyholder to Us, including any declarations and statements annexed to it.
  - xix) Regular Premium means the amount of premium payable by the Policyholder in regular instalments during the Premium Payment Term in the manner and at the annual interval (Premium Frequency) specified in the Schedule.
  - xx) Reset Date means the day of every calendar month as specified in the Schedule and if a Reset Date is not a Business Day, then the immediately succeeding Business Day would be the Reset Date.

- xxi) 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.
- xxii) Sum Assured means the amount specified in the Schedule.
- xxiii) Surrender Value means the surrender value payable in accordance with Article 5).
- xxiv) Unit means a notional and proportionate part of the unit account created by the allocation of single premium or Regular Premium and created solely for the purpose of determining the benefits under this Policy.
- xxv) Unit Price means the price per Article 9) 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 9).
- xxvii) We, Our and Us means the Aviva Life Insurance Company India Limited.

**2) Payment of Regular Premium, Grace Period & Reinstatement and Dealings with the Policy**

- a) Regular Premiums are payable at the Premium Frequency and for the Premium Payment Term.
- b) If We do not receive the Regular Premium due at the Premium Frequency during the first 3 Policy Years from the Commencement Date then:
  - i) We will allow a 30-day grace period from the due date of the first unpaid instalment of Regular Premium within which the Policyholder must pay the full amount of Regular Premium due to Us. During this grace period, the benefits under Article 3) will continue to apply and We will continue to deduct the charges specified in the Schedule.
  - ii) If the Regular Premium due is not received within the grace period of 30 days and the due date of the first unpaid instalment of Regular Premium is:
    - (1) That due for the second Policy Year, then the Policy will lapse and all risk cover under Article 3)a) will cease immediately and no benefits shall be payable other than the Fund Value as at the date of notification of the death of the Insured during the period when this Policy may be reinstated, at which time the Policy shall automatically terminate. The Policyholder may reinstate the Policy within 2 years of the due date of the unpaid instalment of Regular Premium, provided that the Policyholder has complied with Article 2)d). If the Policyholder does not reinstate the Policy within the aforesaid two year period, the Policy will automatically terminate on the date of expiry of the reinstatement period and only the Surrender Value (as on the date of termination) shall be payable to the Policyholder at the expiry of the reinstatement period or the commencement of the fourth Policy Year, whichever is later. During the period from the due date of the first unpaid instalment of Regular Premium upto the date of reinstatement, the charges as specified in the Schedule, except the Mortality Charge will continue to be deducted.
    - (2) That due for the third Policy Year, the Regular Premium for earlier Policy Years having been paid as required by this Policy, then all risk cover under Article 3)a) shall cease immediately and no benefits shall be payable other than the Fund Value as at the date of notification of the death of the Insured during the period when this Policy may be reinstated, at which time the Policy shall automatically terminate. The Policyholder may reinstate the Policy within two years of the due date of the unpaid instalment of Regular Premium subject to Article 2)d). If the Policy is not reinstated within the aforesaid two year period, the Policy shall automatically terminate at the date of the expiry of the reinstatement period and the Surrender Value (as on the date of termination) shall be payable. During the period from the due date of the unpaid instalment of Regular Premium upto the date of possible reinstatement, the charges as specified in the Schedule, except the Mortality Charge, will continue to be deducted. The Policyholder shall also have the option of surrendering the Policy at or any time after the commencement of the fourth Policy Year, at which time the Policy shall automatically terminate and the Surrender Value shall be payable.
- c) Where the Premium Payment Term is 5 years and We do not receive the Regular Premium due after the first 3 consecutive Policy Years from the Commencement Date, and provided the Policyholder has paid Regular Premium due for the first 3 consecutive Policy Years, then:
  - i) We will allow a 30-day grace period from the due date of first unpaid instalment of Regular Premium within which the Policyholder must pay the full amount of Regular Premium due to Us. During this grace period, the benefits under Article 3) will continue to apply and We will continue to deduct the charges specified in the Schedule.
  - ii) If the Regular Premium due is not received within the grace period of 30 days from the due date of the first unpaid instalment of Regular Premium then, the Policy will remain in force with all benefits under Article 3) for a period of 2 consecutive years from the due date of the first unpaid instalment of Regular Premium and the charges as specified in the Schedule will continue to be deducted.
  - iii) The Policyholder may exercise any one of the 3 options below during the 2 year reinstatement period:

- (1) Reinstate the Policy subject to Article 2)d). The Policy may be reinstated within 2 consecutive years from the due date of the unpaid instalment of Regular Premium.
- (2) Surrender the Policy in accordance with Article 5), upon which the Policy shall automatically terminate and We will pay the Policyholder the Surrender Value;
- (3) Continue the Policy beyond the reinstatement period without paying further Regular Premium, provided that We receive written notice from the Policyholder within 60 days of the due date of the unpaid instalment of Regular Premium requesting Us to continue the Policy. If We accept the Policyholder's request, We will continue the Policy with benefits under Article 3) being in force and will continue to levy the charges as specified in the Schedule.
- iv) If the Policyholder fails to exercise any of the options specified in Article 2)c)iii), then the Policy with all available benefits per Article 3) shall automatically terminate at the expiry of the reinstatement period and We shall pay the Surrender Value (as on the date of termination) to the Policyholder.
- d) Any reinstatement of the Policy shall also be subject to:
  - i) The Policyholder informing Us in writing at least 7 days prior to the end of the reinstatement period of the intention to reinstate and the proposed date when the Policyholder wishes to reinstate. The reinstatement of the Policy shall be subject to Our underwriting requirements, as applicable from time to time, and We reserve the right to obtain additional information before reinstating the Policy.
  - ii) The Policyholder paying in advance all Regular Premium that would have been payable from the date of default to the proposed date of reinstatement.
  - iii) The Policyholder agreeing that there is no obligation on Us to reinstate the Policy even if the Policyholder has given Us all documentation and that We may restrict the terms upon which We may agree to reinstate, the decision as to which shall be in Our sole and absolute discretion.
  - iv) The reinstatement of the Policy shall not take effect until We have approved the Policyholder's request for reinstatement which shall only be evidenced by a written communication from Us confirming this.
- e) If the Insured is less than 18 years of Age as at the Commencement Date, then immediately and automatically upon the Insured attaining Age 18:
  - 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 the Policy.
  - iii) The Insured shall solely become obliged to accept and discharge any and all responsibilities of the Policyholder in relation to the Policy.
  - iv) The Policyholder shall retain no rights or interest in the Policy from the date on which the Insured attains Age 18.
- f) No loan shall be available under this Policy.

### 3) **Benefits**

#### a) **Death Benefit**

- i) In the event of the death of the Insured during the Policy Term We will pay the Policyholder and, if the Policyholder is not alive, the Nominee, the higher of the Sum Assured and the Fund Value at the date of the notification of death.
- ii) 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 12 months of the Commencement Date and in case of reinstatement of the Policy 12 months from the date of reinstatement.
- iii) In the event of death of the Policyholder during the Policy Term while the Insured is a minor, We will pay the Nominee the Fund Value at the date of notification of death and the Policy shall be terminated immediately.

#### b) **Maturity Benefit**

If the Insured is living on the Maturity Date, then We will pay the higher of the Fund Value as at that date or the GMV to the Policyholder. GMV will only be payable if all premium due has been paid and, in the case of Regular Premium, it has been paid at the Premium Frequency or within the 30 day grace period.

### 4) **Partial Withdrawals**

- a) No partial withdrawals are allowed in the first 5 Policy Years. From the commencement of the sixth Policy Year, the Policyholder may make upto 4 partial withdrawals in a Policy Year provided that:
  - i) The Insured has attained Age 18 last birthday; and
  - ii) The minimum amount of any single partial withdrawal is Rs.5,000. Unused partial withdrawals in any Policy Year shall not be carried forward to any other Policy Year; and
  - iii) If the Age of the Insured is less than 58 years last birthday then the total amount of the partial withdrawals in any Policy Year shall not exceed 25% of the Fund Value as at the start of the Policy Year

in which the partial withdrawal are being made. This restriction on the amount of the partial withdrawal is not applicable if the Age of the Insured is greater than or equal to 58 years; and

- iv) In the event of death of the Insured, the Sum Assured shall stand reduced by the amount of the partial withdrawals made within the two years immediately prior to the date of the death of the Insured. However, if the Age of the Insured on the date of death is 60 years or more then the Sum Assured shall stand reduced by the total amount of all partial withdrawals from the time the Insured has attained 58 years of Age till the date of death provided that the Sum Assured does not become zero; and
- v) We will cancel sufficient Units to meet the amount of the partial withdrawal but the value of the Units remaining after the proposed partial withdrawal must remain above an amount equivalent to the Regular Premium paid in respect of the first Policy Year in case of policies with Premium Payment Term equal to 3 years or 5 years and Rs. 15000 (Rupees Fifteen Thousand) in case of single premium policies.

**5) Surrender Value & Auto-foreclosure**

- a) After completion of the first three Policy Years, this Policy may be surrendered by the Policyholder and a Surrender Value shall be payable. The Surrender Value will be equal to the Fund value less the Surrender Charge as mentioned in the Schedule.
- b) If the Policy Payment Term is 5 years and the Policy lapses after the Policyholder has paid Regular Premium for at least 3 Policy Years, and the Fund Value subsequently becomes equivalent to or less than the Regular Premium paid in respect of the first Policy Year, then this Policy shall automatically terminate and We shall send the Policyholder a notice of termination and pay the Surrender Value (as on the date of termination) calculated in accordance with Article 5)a).

**6) Units & Unit Account**

- a) On the Commencement Date We will open a unit account. After deducting the Premium Allocation Charge, all premium received by Us will be applied to the allocation of Units in the Liquid Fund. On the first Reset Date the Fund Value of the Liquid Fund will be transferred to the Wealth Builder Fund by allocating Units based upon the NAV of the Wealth Builder Fund.
- b) In the case of Regular Premium policies, the renewal premiums after deducting the Premium Allocation Charge will be applied to the allocation of Units in the Liquid Fund. On the Reset Date coinciding with or following the date of receipt of Regular Premium, the Fund Value of the Liquid Fund will be transferred to the Wealth Builder Fund by allocating Units based upon the NAV of the Wealth Builder Fund.

**7) Funds**

- a) Subject to the approval of Insurance Regulatory and Development Authority (or any such body authorised by the Government of India to approve such changes), 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 Annexure 1 of the Schedule. We shall send the Policyholder details of any change We may decide to make at least 3 months 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) Except as provided for under Clause 3(b), 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.

**8) 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 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.

**9) 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 or any such body authorised by the Government of India to issue such regulations /guidelines 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 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 and the applicable 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 and the applicable 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 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.

**10) 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 informed in writing 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 then We will pay the legal heirs of the Policyholder.
- d) The Policyholder may assign this Policy. An 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.

**11) 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 any changes notified by the Insurance Regulatory & Development Authority or any such body authorised by the Government of India to notify such changes, receipt of premium 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.

## 12) 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) If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original will cease to be of any legal effect and the Policyholder shall indemnify and keep Us indemnified and hold Us harmless from and 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) 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 the Insured or the Nominee or anyone acting for any of them or at their direction or with their knowledge makes or advances any claim knowing it to be misleading, false, dishonest or fraudulent in any respect then this Policy shall be void and any benefit actually paid or potentially payable 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**

Any and all disputes or differences arising out of and under this Policy shall be governed by and determined in accordance with Indian law and by the Indian Courts.

### f) **Entire Contract**

The Policy Document comprises the entire contract of insurance between the Policyholder and Us. We reserve the right to amend the Policy Document if We consider this to be either necessary or desirable (to be evidenced by an effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the Insurance Regulatory and Development Authority.

### 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 years from the Commencement Date be called into question by Us on the ground that a statement made in the Proposal 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 12(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. 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.