



STANDARD TERMS & CONDITIONS
Amar Suraksha- Non Linked Non Participating Plan- (UIN: 122N014V01)

Article 1 General Provision

The Insurance provided by Aviva Life Insurance Company India Limited (hereinafter called the "Company") operating under the brand name AVIVA is based upon the signed, dated and completed Proposal (hereinafter the "Proposal") and is as detailed in the Policy Document, which comprises the Standard Terms and Conditions, the Schedule, and the Proposal.

Article 2 Definitions

The terms defined below have the meanings ascribed to them wherever they appear in this Policy Document and, where appropriate, references to the singular include references to the plural; references to the male include the female, and references to any statutory enactment includes references to amendments to the same:

Policyholder	An adult as named in the Schedule who has concluded the Insurance with the Company or the adult as named in the Schedule who owns the Insurance.
Insured	A person as named in the Schedule whose life is the object of the Insurance.
Nominee	(Where applicable) a person whose name has been nominated in writing to the Company by the Policyholder who is entitled to receive a benefit upon the death of the Insured in accordance with Section 39 of Insurance Act 1938.
Claimant	The Policyholder, Nominee or any other legally interested person (for example, the heir or personal representative of a deceased Insured) who wishes to make a claim for payment of any benefits under the Insurance.
Schedule	The schedule and any endorsements thereto issued by the Company to evidence the Insurance, and, if more than one, then the latest in time.
Sum Assured	The minimum guaranteed benefit payable upon death of the Insured as specified in the Schedule, subject to the payment of Regular Premium.
Policy Term	The period between the Commencement Date and the Maturity Date as shown in the Schedule.
Maturity Date	The date as shown in the Schedule on which the benefits become payable provided the Insured is still living.
Regular Premium	Premiums payable by the Policyholder in regular instalments in the amounts, in the manner, at the intervals and in the method specified in the Schedule.
Commencement Date	The commencement date of the Insurance as specified in the Schedule.
Anniversary	The annual anniversary of the Commencement Date.
Policy Year	The year commencing on the Commencement Date or an Anniversary thereof.
Age:	Age last birthday.

Article 3 Regular Premium

3.1 It is a condition precedent to the Company's liability to make payment under this Insurance that there has been payment of Regular Premium by the Policyholder. If the Regular Premium is not paid in the manner or amount or at the time provided for, then the Company will allow a period of grace of thirty days from the date upon which the Regular Premium should have been paid within which the default shall be rectified, and if not rectified then the provisions of Article 4, Article 9 and Article 10 below shall apply.

Article 4 Non Payment of the Premium and Non-Forfeiture Provisions

4.1 If an instalment of Regular Premium is not paid within the period of grace from its due date as defined in Article 3.1 then the Insurance will be deemed to have immediately lapsed and benefits, if any, will be payable to the Policyholder as per Article 9 and Article 10.

Article 5 Incorrect Information and Misrepresentation

5.1 The Company agrees not to exercise its right to avoid this Insurance where it is alleged that there has been non-disclosure or misrepresentation of facts or untrue statements in the Proposal provided always that the Policyholder shall establish to the Company's satisfaction that such alleged non-disclosure, misrepresentation or untrue statement was free of any dishonesty, fraudulent intent or intent to deceive. If the Policyholder is able to establish to the Company's satisfaction that there was no dishonesty, fraudulent intent or intent to deceive, then the actual level of any and all benefits or part thereof payable hereunder shall be reduced to the level that the Company specifies would have existed but for the non-disclosure, misrepresentation or untrue statement.

Article 6 Benefits

6.1 Subject to admission of the claim by the Company and to Article 11, upon the death of the Insured before the Maturity Date, the Company will be liable to pay the Sum Assured, less any unpaid premiums for the Policy Year in which the death of the Insured occurs, for the premium payment mode other than yearly.

6.2 Subject to Article 11 if the life Insured is living at any time on or after the Maturity Date, the Company will be liable to pay the total premiums paid.

Article 7 Nominees

- 7.1 Where the Insured is also the Policyholder, he or she has the right to the benefits under the Insurance but may nominate one or more Nominees for the death benefit in accordance with Section 39 of the Insurance Act 1938. This Article shall not apply when the Policyholder and the Insured are different persons.
- 7.2 The Policyholder has the right to change the nominated Nominees.
- 7.3 A nomination or a change to the nomination must be incorporated in or endorsed on the Policy Document. Such nomination or change of nomination will only become effective when it has been communicated to and registered by the Company.
- 7.4 Where a nominated Nominee dies prior to the death benefit becoming payable then benefits shall be paid to the Insured's other Nominees (in proportion to their designated shares of the death benefit), or if no other Nominees have been designated, to the Insured's successors in accordance with applicable Indian law.
- 7.5 A transfer or assignment of the Insurance shall automatically cancel all nominations.
- 7.6 Payment of benefits made before the Company receives written notice of a valid claim by another person releases the Company from further obligation.

Article 8 Exclusions

- 8.1 If the Insured's death is due to suicide during the first twelve months from the Commencement Date the Company will not be liable to pay any benefit.

Article 9 Guaranteed Surrender Value

- 9.1 Subject to Article 11, from the fourth Policy Year the Policyholder shall be entitled to a surrender value upon any subsequent lapse of the Insurance for any reason other than death of the Insured and provided that Regular Premiums have been paid for at least three full Policy Years. The minimum surrender value shall be equal to 30 percent of the Regular Premium paid till the date the Insurance lapsed excluding the first years premium.
- 9.2 Upon the lapse of the Insurance prior to the third Anniversary, for any reason other than death of the Insured, the Company is not liable to pay any surrender value.
- 9.3 The Company has a right to charge a fee to cover the administrative costs of processing the surrender.

Article 10 Paid Up Insurance and Reinstatement.

- 10.1 Subject to Article 11, with effect from the commencement of fourth Policy Year the Policyholder shall be entitled to convert the Insurance into a Paid up Insurance, provided that the Paid Up value of the Insurance exceeds the minimum amount determined by the Company from time to time.
- 10.2 The Paid up Value shall be payable only on maturity date and shall be equal to the Regular Premium paid .
- 10.3 In the case of the Insured's death during the Policy Term under a Paid up Insurance, The company shall only be liable to make payment of guaranteed surrender value as per Article 9.
- 10.4 The lapsed policy can be reinstated within two years from the date of first unpaid premium subject to evidence of health to the satisfaction of the Company and payment of unpaid premium(s) which were due, with interest as per the prevailing rules of the Company. The Company reserves the right to accept or decline the reinstatement of Insurance. The reinstatement of a lapsed Insurance shall take effect only after the same is approved by the Company and is communicated to the Policyholder.
- 10.5 The Company reserves the right to charge processing fee for reinstating a lapsed Insurance.

Article 11 Payment of Benefits and Dealings with the Insurance

- 11.1 It is a condition precedent to the Company's liability to make payment of any benefits:
- 11.1.1 In respect of the death of the Insured that it receives immediate written notice and in any event within three months of such death, and is provided with the opportunity of establishing to its satisfaction the date, circumstances and cause of the Insured's death.
- 11.1.2 In respect of the payment of any other benefit that the Company receives written notice.
- 11.2 The Company shall be entitled to call for and the Claimant shall be obliged to provide the Company with such evidence, medical, legal or otherwise, as it may request in order to admit any claim under Article 6.
- 11.3 At the request of the Company, the Claimant shall provide such evidence in support of the claim to the Company at the expense of the Claimant.
- 11.4 The Company shall be entitled to investigate any claim and obtain all documents relating to the circumstances of the claim and the entitlement of the Claimant before payment of any benefits under or alterations to the Insurance and shall be entitled to receive all co-operation and assistance from the Claimant.
- 11.5 The Company shall be under no obligation to make any payment under this Policy until such time as the Claimant shall have provided it with all information and documentation requested by the Company in relation to both the claim and the Claimant's entitlement.
- 11.6 In particular, before any benefits under the Insurance are paid, the following (where applicable) must be submitted to the Company:
- The Policy Document
 - Proof as may be required by the Company of payment of all Regular Premiums due to date.
 - The evidence of date of birth of the life Insured.
 - The original or legalised copy of the death certificate and a medical report showing the cause of death and details of the commencement and development of any illness or medical condition that led to the death of the Insured.
 - The Company's claim form duly completed.
 - Any other document required by the Company in order to admit the claim and/or prove the entitlement of the Claimant.
- 11.7 The Company reserves the right to decrease the amount payable under any claim occurs during the period of grace by the amount of any unpaed premiums for the Policy Year in which claim occurs.

Article 12 Loss of the Policy Document

- 12.1 If the Policy Document is lost or destroyed, (subject to Article 12.3) then at the request of the Policyholder the Company will issue a copy Policy Document duly endorsed to show that it is issued following the loss or destruction of the original document. The Company has the right to charge a fee for the issue of a copy Policy Document.
- 12.2 Upon the issue of a copy Policy Document the original Policy Document will cease to have any legal effect.
- 12.3 The Company reserves the right to make such investigations into and to call for such evidence of the loss of the Policy Document at the expense of the Policyholder, as it considers necessary before issuing a copy Policy Document.

Article 13 Taxation

- 13.1 The Company is entitled to make such deductions and/ or levy such charges, present and future which in its opinion are necessary and appropriate, from and/ or on the premium payable or fee/ charge payable or benefit receivable under the Policy 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 the Policy by any legislation, order, regulation or otherwise upon the Company, the Policyholder or the Nominee. Further, the Company shall not be liable for any taxes on any personal income of the Policyholder or the Nominee.

Article 14 Status of Agent

- 14.1 The insurance agent is only authorised by the Company to arrange completion and submission of the proposal form. The insurance agent is not authorised to act as the Company's legal representative or act in any other way on behalf of the Company. Information given to the insurance agent should not be considered as having been given to the Company.

Article 15 Correspondence

- 15.1 All instructions and notifications in respect of the Insurance must be given in writing and signed by the Policyholder and sent to the Company's address specified in the Schedule. The Company will not act upon any such instruction, notification or request until it is received at the appointed address.
- 15.2 The Policyholder should notify the Company of any change of address also involving the Insured and Nominee under the Insurance. In the event that a change of address is not notified to the Company then correspondence sent to the last recorded address shall be legally effective.

Article 16 Notices

- 16.1 All notices of transfers or assignments or of any other legal transactions affecting ownership of the Insurance or entitlement to benefits under the Insurance must be given in writing to the Company at its address specified in the Schedule.
- 16.2 All notices of nominations under Article 7 and pursuant to Section 39 of the Insurance Act 1938 must be given in writing to the Company at its address specified in the Schedule.
- 16.3 Any transfer, assignment, nomination or other transaction affecting ownership of the Insurance or entitlement to benefits under the Insurance shall be ineffectual and void against the Company unless and until notice is served in accordance with Articles 16.1 and 16.2 and before the payment of benefits.
- 16.4 In registering any notice pursuant to Articles 16.1 and 16.2 the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

Article 17 Currency

- 17.1 All premiums and benefits under this Insurance are payable in the currency of the Insurance as specified in the Schedule.

Article 18 Law

- 18.1 This Insurance and the applicable terms and conditions are subject to the law of India.

Article 19 Arbitration

- 19.1 Any and all disputes or differences which may arise under, out of, or in connection with or in relation to this Insurance, or to its existence, validity or termination or to the determination of the amount or any amounts payable, shall be determined by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Article 20 Due Observance

- 20.1 The Due Observance of and compliance with the terms, provisions and conditions of the Policy Document insofar as they relate to anything to be done or complied with by the Insured and/ or the Policyholder and/or any other Claimant shall be a condition precedent to the liability of the Company.

Article 21 Fraud

- 21.1 If the Insured and/or the Policyholder and/or any other Claimant shall make or advance any claim under or in respect of this Insurance knowing the same to be false or fraudulent as regards amount or otherwise, this Insurance shall be void and any benefits hereunder shall be forfeited.