

## SecureLife

This Policy is written confirmation of a contract between Aviva Life Insurance Company India Private Limited (the 'Company') and the Policy holders(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.



**Stuart E. Purdy**  
Chief Executive Officer

# Standard Terms & Conditions

## Base Plan - SecureLife

### Article 1 General Provisions

The Insurance provided by Aviva Life Insurance Company India Private 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 Special Terms and Conditions appearing in Riders (if any), 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 Insured 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 Insured	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.
Rider	An additional insurance attached to and forming part of the Insurance.
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 except for the monthly mode of payment of premium in which case a grace period of 15 days would be allowed, 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 Insured, 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 excluding the rider premiums and extra premiums, if any, charged for occupation or substandard health.

## 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 excluding the Regular Premium payable in the first Policy Year, any extra premium paid and any premium paid attributable to a Rider in force prior to the date the Insurance lapsed.
- 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.

## 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, but excluding any extra premium paid and any premium paid attributable to a Rider.
- 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.
  - 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 unpaid 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, which in its opinion are necessary and appropriate, from any of the premiums or benefits receivable under the Insurance on account of any tax or other payment which may be imposed by any legislation, order, regulation or otherwise upon the Company, Policyholder or 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.

**Article 22 Changes of the Sum Insured**

- 22.1 No change in the Sum Insured would be allowed during the Premium Payment term of the Insurance except as per Article 23.

**Article 23 Options**

- 23.1 The policyholder will have an option once during the term of the policy to increase the Sum Insured by 50% subject to the maximum increase of Rs.10 lakhs and outstanding term of the Insurance is 5 years or more, on either of the following two events:-
- 23.1.1 within three months from marriage date if policyholder is unmarried or,
- 23.1.2 within three months from the birth of any of his child .
- 23.2 No evidence of health would be required at the time of such increase. The Policyholder is required to submit marriage certificate as proof of marriage or birth certificate as proof of birth of his own child, whichever is applicable.
- 23.3 The premium for the incremental Sum Insured will be calculated on the basis of then applicable premium rate for the current Age of the Insured and outstanding term of the Insurance.
- 23.4 Any such increase in Sum Insured will be effective from the policy Anniversary following the date of acceptance of such request.

## Rider - Accidental Death and Dismemberment rider

### 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 Rider is further governed by the relevant Standard Terms and Conditions applicable to the Base Plan.

### Article 2 Insured

- 2.1 A person whose life is the object of this Rider as shown in the Schedule.

### Article 3 Definition

- 3.1 Accidental Death or Dismemberment shall mean death or bodily injury caused by violent and external and visible means which arises within 90 days of the said occurrence and which directly and independently of any physical or mental illness results in death or dismemberment of the Insured.

### Article 4 Accidental Death Benefit

- 4.1 Upon the Accidental Death of the Insured during the duration of this Rider, the Company will pay an Accidental Death Benefit in addition to the payment provided for under Article 6 of the Base Plan.
- 4.2 The Accidental Death Benefit is equal to the Rider Sum Insured as stated in the Schedule.

### Article 5 Accidental Dismemberment Benefit

- 5.1 If the Insured suffers Accidental Dismemberment which results in permanent physical damage listed in the following table the Company will pay an agreed percentage of the Rider Sum Insured (specified in the Schedule), as stated in Article 5.2 below. If Accidental Dismemberment of more than one type from the list below is suffered in any one accident, the Company will pay only the largest amount. If an amount paid in respect of a claim is less than 100% of the Rider Sum Insured, only the remaining amount of benefit shall remain in force. All cover ceases once 100% of the Rider Sum Insured becomes payable and the Rider is then terminated. Loss in the table below means complete physical severance or total loss of use.

<b>Accidental Dismemberment Benefit as % of the Sum Insured</b>	
Loss of sight in both eyes	100%
Loss of both arms at or above the wrist	100%
Loss of both legs at or above the ankle	100%
Loss of one arm at or above the wrist and one leg at or above the ankle	100%
Loss of sight in one eye	50%
Loss of one arm at or above the wrist	50%
Loss of one leg at or above the ankle	50%
Total loss of hearing	50%

### Article 6 Duration of the Rider

- 6.1 The Rider terminates at the end of the Premium Payment Term of the main Insurance as defined in the Standard Terms and Conditions or on the policy Anniversary on which the Insured attains Age 60, whichever is earlier.
- 6.2 The Rider terminates if cancelled by the Policyholder. The Rider will be terminated on the next following Anniversary subject to the condition that the written request is received by the Company at least 30 days prior to the Anniversary date.
- 6.3 The Rider terminates if the Insurance is terminated or cancelled for any other reason or lapsed.

### Article 7 Change of Occupation

- 7.1 It is a condition precedent to the Company's liability that the Policyholder or the Insured must inform the Company in writing immediately if the Insured changes occupation or engages in any additional occupation. The Company reserves the right to terminate this Rider if it considers the new or additional occupation to be more hazardous than that stated in the Proposal or previously notified under this condition. If the Company is not notified of such change no benefit shall be payable in the event of Accidental Death or Dismemberment. In this event there will be no refund of any premiums made in respect of this benefit.

## Article 8 Residence

- 8.1 It is a condition precedent to the Company's liability that the Policyholder or the Insured must inform the Company in writing immediately if the Insured takes up permanent residence outside India, or of any period of temporary residence outside India for a continuous period exceeding three months. The Company will revise or cancel the terms of this Rider if it considers the new country of residence to be more hazardous than that stated in the proposal or previously notified under this condition. If the Company is not notified of such change no benefit shall be payable in the event of Accidental Death or Dismemberment. In this event there will be no refund of any premiums made in respect of this benefit.

## Article 9 Claim Procedure

- 9.1 It is a condition precedent to the Company's liability that written notice of a claim must be received by the Company within three months of the Accidental Death or Dismemberment. Before any claim is admitted, death or bodily injury shall be proved to the satisfaction of the Company, which reserves the right to require the Insured to be examined by a medical practitioner appointed by the Company. The Policyholder shall furnish at his/her own expense all evidence that the Company may require. The Company may require the Insured, the Policyholder or the Nominee, as applicable, to sign any necessary consent form to allow the Company to receive the results of any medical examinations and/or tests. Failure to provide the necessary consent will result in the immediate cancellation of this Rider. In this event there will be no refund of any premiums made in respect of this benefit.
- 9.2 The Company reserves the right to require proof of age before benefit is paid.

## Article 10 Exclusions

- 10.1 No benefit will be payable if the Accidental Death or Dismemberment 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 qualified and registered medical practitioner, any actual or alleged crime committed or attempted by the Insured, wilful self inflicted injury, suicide or 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 commercially 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 Commencement Date except as stated in the Schedule.

## Article 11 Changes to the Special Terms and Conditions

- 11.1 None of these Special Terms and Conditions may be waived or modified except by endorsement issued by the Company and signed by an authorised official thereof, except where otherwise stated in the Standard Terms and Conditions.
- 11.2 The Company will notify the Policyholder of any changes to these Special Terms and Conditions and the benefits within four weeks from the date of the change. If the Policyholder does not agree with the change and does not so notify the Company within four weeks after the Company has sent notification thereof, he will be deemed to have accepted the change.

## Endorsement


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