



STANDARD TERMS & CONDITIONS
GRAMEEN SURAKSHA- Non Participatig Non Linked Plan (UIN:122N039V01)

Article 1 General Provisions

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

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:

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| 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. |
| Insurance | The arrangements established by this Policy Document. |
| Nominee | 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 who is entitled 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 amount as specified in the Schedule payable upon the death of the Insured per Article 6 below. |
| 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. |
| Policy Term | The period between the Commencement Date and the Maturity Date as shown 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. |
| Premium Payment Term | The period between the Commencement Date and the date specified in the Schedule, during which Regular Premium is payable. |

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.

Article 4 Failure to pay Regular Premium

- 4.1 If the Regular Premium is not paid in the amount or at the time provided for, then the Company will allow a grace period of one month from the date upon which the Regular Premium should have been paid, within which the default shall be rectified. If the instalment of Regular Premium is not paid within the grace period, then no benefits shall be payable, except as provided for in Article 6.2 below.
- 4.2 The Policyholder may apply in writing to reinstate the Policy after the expiry of the grace period, subject always to Article 4.3 below within 24 months (reinstatement period) from the date the first unpaid instalment of Regular Premium should have been paid.
- 4.3 If the Policyholder applies for reinstatement after the first 12 months from the due date of the unpaid instalment of Regular Premium, but before the expiry of the reinstatement period of 24 months, the Company may reinstate the Policy provided that:
- 4.3.1 The Policyholder pays in advance all Regular Premium that would have been payable from the date of default to the proposed date of reinstatement.
- 4.3.2 The Policyholder agrees that, if the Company confirms its willingness to reinstate the Policy, the Company shall be entitled to charge the Policyholder a fee equivalent to 10% of the unpaid Regular Premium as a penalty for late payment of the due Regular Premium.
- 4.3.3 The Company reserves the right to obtain additional information (medical or otherwise), including a Declaration Of Good Health ('DGH') before considering any request for reinstatement.
- 4.4 The Policyholder is not required to satisfy the conditions specified in 4.3.2 and 4.3.3 if the application for reinstatement is given to the Company within 12 months from the due date of the unpaid instalment of Regular Premium subject to the payment of all Regular Premium that would have been payable from the date of default to the proposed date of reinstatement.
- 4.5 The Policyholder agrees and acknowledges that the Insurance shall terminate upon the earlier of:
- 4.5.1 The expiry of the reinstatement period of 24 months from the due date of the unpaid instalment of Regular Premium, if the Policy Term is 5 years (provided the Insurance has not been reinstated);
- 4.5.2 The expiry of 48 months from the due date of the unpaid instalment of Regular Premium, if the Policy Term is 10 years (provided the Insurance has not been reinstated)
- 4.5.3 Any benefit under Article 6.1 or 6.2 below becoming payable or
- 4.5.4 The expiry of the Policy Term.

Article 5 Section 45 of the Insurance Act 1938

- 5.1 As per Section 45 of Insurance Act 1938, No policy of Insurance effected after the expiry of two years from the Commencement Date, be called in question by the Company on the ground that a statement made in the Proposal for Insurance or in any report of a medical officer, or referee, or friend of the Insured, or in any other document leading to the issue of the Insurance, was inaccurate or false, unless the insurer shows 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. Provided that nothing in this section shall prevent the Company from calling for proof of age at any time if he is entitled to do so, and no Insurance shall be deemed to be called in question merely because the terms of the Insurance are adjusted on subsequent proof that the age of the Insured was incorrectly stated in the Proposal.
- 5.2 If there is a change in or amendment to Section 45 of the Insurance Act 1938, then it is agreed that the Company's rights to call into question any Insurance on the grounds of misrepresentation or non-disclosure shall be as per the change in or amendment to the law on the date when the Insurance is called into question.

Article 6 Death Benefit

- 6.1 If the Insured dies during the Policy Term, and subject to the admission of a claim by the Company and to Article 9 below, the Company will be liable to pay the Sum Assured.
- 6.2 If the Policyholder has defaulted in the payment of the Regular Premium, subject to Article 4 above, the death benefit payable upon death of the Insured shall be as follows:
- 6.2.1 If the Policy Term is 5 years, the Sum Assured is payable if the Insured's death occurs within 18 months from the due date of the unpaid installment of Regular Premium.
- 6.2.2 If the Policy Term is 10 years, the Sum Assured is payable if the Insured's death occurs within 48 months from the due date of the unpaid instalment of Regular Premium.
- 6.3 The Insurance shall immediately cease upon the Sum Assured death benefit per Article 6.1 or 6.2 above becoming payable or upon the expiry of the Policy Term, whichever is earlier.
- 6.4 No survival benefit is payable under this Insurance.

Article 7 Nominees

- 7.1 The Policyholder may change the nominated Nominees.
- 7.2 A nomination or a change to the nomination of a Nominee or a Claimant will only be effective after it has been communicated to the Company and be incorporated by endorsement on the Schedule. Such nomination or change of nomination will only become effective when it has been communicated to and registered by the Company.
- 7.3 If a Nominee dies prior to the death benefit becoming payable then the benefits under Article 6.1 or 6.2 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 legal heirs in accordance with applicable Indian law.
- 7.4 Transfer or assignment of the Insurance shall automatically cancel all nominations.
- 7.5 The Company shall have no liability of any kind if any benefits are paid to a Nominee before a change to a nomination becomes effective per Article 7.2.

Article 8 Exclusion

- 8.1 Only an amount equal to the Regular Premium paid by the Policyholder shall be payable, if the Insured's death is due to or in any way brought about by suicide or attempted suicide during the first twelve months from the commencement date or from the date of reinstatement of the policy.

Article 9 Payment of Benefits and Dealings with the Insurance

- 9.1 It is a condition precedent to the Company's liability to make payment of any death benefit that:
- 9.1.1 It receives written notice as soon as possible, and in any event within 3 months, of the Insured's death and is provided with the opportunity of establishing to its satisfaction the date, circumstances and cause of the Insured's death;
- 9.1.2 The Claimant shall at his own expense expeditiously provide the Company with such evidence (medical, legal or otherwise), as the Company may request in order to investigate a claim, assess its liability for a claim, or admit a claim under Article 6;
- 9.1.3 The Claimant shall send to the Company:
- The Policy Document
 - The original or legalised copy of the Insured's 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 Insured's death.
 - The Company's claim form duly completed.

Article 10 Loss of the Policy Document

- 10.1 If the Policy Document is lost or destroyed, 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.
- 10.2 Upon the issue of a copy Policy Document the original Policy Document will cease to have any legal effect.
- 10.3 The Company reserves the right to make such investigations into and to call for such evidence of the loss of the Policy Document, as it considers necessary before issuing a copy Policy Document.

Article 11 Status of Agent

- 11.1 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. Any document or other notice sent by the Policyholder through the agent will only be a valid intimation to the Company from the date and time it is received and the Company acknowledges its receipt.

Article 12 Correspondence

- 12.1 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 and its contents accepted by the Company.
- 12.2 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 13 Notices

- 13.1 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.
- 13.2 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.
- 13.3 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 13.1 and 13.2 and registered with the Company before the payment of benefits.
- 13.4 In registering any notice pursuant to Articles 13.1 and 13.2 the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

Article 14 Currency

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

Article 15 Law

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

Article 16 Due Observance

- 16.1 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 17 Fraud

- 17.1 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 18 Entire Contract

- 18.1 This Policy Document constitutes the complete contract of insurance. No change or alteration to this Policy Document shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by the Company's endorsement on the Schedule.

Article 19 Special Surrender Value

- 19.1 After the first Policy Year, the Policyholder shall be entitled to a special surrender value calculated in accordance with the Table given in Article 19.2 below. The special surrender value shall be payable upon the Policyholder returning the original Policy Document to the Company and the Company being satisfied that no claim for payment under Article 6 has been made. The Policy shall terminate on surrender and payment of special Surrender Value, if any.
- 19.2 The special Surrender Value (SSV) shall be equal to :

$$40\% \text{ of } \left\{ \left(1 - \frac{X}{\text{Risk Cover Period}} \right) \times \text{Total Regular Premium paid} \right\}$$

However, if the above amount is less than Rs. 50, nothing shall be payable on Surrender of the Policy.

Where:

- 'X' means the time elapsed since date of commencement, in months (part of the month to be counted as full); and
- 'Risk Cover Period' shall be derived with reference to the following table:

| Particulars | | Risk Cover Period | |
|-------------|----|---------------------------------|-------------------------------------|
| | | If only 1 premium has been paid | If both the premiums have been paid |
| Policy Term | 5 | 30 | 60 |
| | 10 | 60 | 120 |

Article 20 Taxation

- 20.1 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.