



TERMS & CONDITIONS

Aviva LifeShield Platinum- Non Linked Non Participating Plan- (UIN: 122N089V02)

Your Proposal Form is the basis of the insurance provided by, and is part of, the Policy Document, which means these Standard Terms & Conditions and the Schedule.

1) Interpretation and Definitions

- a) The terms defined below have the meanings given to them wherever they appear in the Policy Document:
- i) Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
 - ii) Insured means the person named as the life insured in the Schedule.
 - iii) Maturity Date means the date specified in the Schedule.
 - iv) In-force Monthly Benefit means the amount arrived at by increasing the Monthly Benefit Chosen at Inception as specified in the Schedule by 5% p.a. compounding annually on each Policy Anniversary.
 - v) Nominee means the person named in Schedule who has been nominated in accordance with Article 9).
 - vi) Policy means the arrangements established by this Policy Document.
 - vii) Policyholder means the adult named in the Schedule who has concluded this Policy with Us.
 - viii) Policy Anniversary means the annual anniversary of the Commencement Date.
 - ix) Policy Term means the period between the Commencement Date and the Maturity Date.
 - X) Policy Year means the year commencing on the Commencement Date or any Policy Anniversary.
 - Xi) Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
 - Xii) Proposal Form means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.
 - Xiii) Regular Premium means the amount payable by You in the manner and at the intervals (Premium Frequency) specified in the Schedule.
 - Xiv) Risk Commencement Date means the date on which the risk under this Policy commences, as specified in the Schedule.
 - Xv) Schedule means the schedule (including any annexures/tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
 - Xvi) Sum Assured means the amount specified in the Schedule.
 - Xvii) We, Our or Us means the Aviva Life Insurance Company India Limited.
 - Xviii) You or Your means the Policyholder named in the Schedule who has concluded this Policy with Us.
- b) Where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment include any amendment to that enactment.

2) Benefits

Death Benefit

- a) If the Insured dies during the Policy Term and while the Policy is in force and:
- (i) If the Schedule specifies that Option A is applicable, then We will pay the Sum Assured;
 - (ii) If the Schedule specifies that Option B is applicable, then We will pay the In-force Monthly Benefit every month from the first day of the month following the date of notification of the Insured's death until the end of the Policy Term.
 - (iii) If the Schedule specifies that Option C is applicable, then We will pay the Death Cover in Force on the date of death which will be calculated as follows:

$\text{Sum Assured minus (-) [Sum Assured * No of Policy Anniversaries which have been completed till the date of the Insured's death / Policy Term]}$
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- b) Subject to Article 2)a)ii), no amount shall be payable on the Maturity Date.

3) Payment of Premium, Grace Period, Revival and Dealings with the Policy

- a) Regular Premium is payable in the amounts, specified in the Schedule, at the Premium Frequency and for the Premium Payment Term. Regular Premium shall become due on every Policy Anniversary, if the Premium Frequency is annual. If the Premium Frequency is half yearly, quarterly or monthly, then the Regular Premium shall become due on the day corresponding with the Commencement Date in every half-year, quarter or month respectively. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be the due date. You may change the mode of payment of Regular Premium i.e. Premium Frequency on any Policy Anniversary by giving Us written notice at least thirty (30) days before that Policy Anniversary. The change in Premium Frequency shall be effected by an endorsement by Us to the Schedule and subject to the payment of the alteration charges specified in the Schedule.
- b) If We have not received the Regular Premium in full by the date on which it was due to Us, then We shall allow a grace period of 30 days (15 days if Premium Frequency is quarterly or monthly) for You to pay the Regular Premium to Us. During this grace period all benefits applicable under the Policy will be available.
- c) If We do not receive the due Regular Premium in full within the grace period, then:

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- (1) This Policy shall immediately and automatically lapse and no amounts will be payable under the Policy on the occurrence of Insured's death or otherwise.
 - (2) You may give Us written notice to revive the Policy during the Premium Payment Term and within two (2) years of the due date of the first unpaid Regular Premium and provide Us with all information or documentation We request. You understand and agree that:
 - (i) You shall pay in advance the due Regular Premium in full and the interest specified by Us and the revival fee specified in the Schedule. You shall also bear all costs of medical examination and special tests.
 - (ii) Even if You have submitted all the information and documentation sought there is no obligation on Us to revive the Policy or revive it on the same terms and the revival is subject to Our underwriting requirements, as applicable from time to time.
 - (iii) The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.
 - (3) If We do not receive Your notice to reinstate the Policy within two (2) years of the due date of the first unpaid Regular Premium then the Policy shall automatically terminate and no amount shall be payable under or in relation to the Policy.
- d) No loan shall be granted under this Policy.
- 4) Surrender Value**
 The Policy will not acquire any Surrender Value during the Premium Payment Term under Option-A or Option-B or Option-C. However, if all due Regular Premiums have been received by Us in respect of either Option-B or Option-C then after the expiry of Premium Payment Term, the Policy may be surrendered by You for a special surrender value as decided by Us from time to time. You may approach Our nearest branch office to obtain the applicable special surrender value, if any, before You surrender the Policy.
- 5) Conditions for Payment**
 It is a condition precedent to Our liability to make any payment that:
- a) We are given written notice of the claim immediately and in any event within ninety (90) days of the occurrence giving rise to such claim. If We are not given written notice of the claim within ninety (90) days of the occurrence giving rise to the claim, then We may accept the claim if We are given reasons in writing for the delay which in Our view are acceptable.
 - b) 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 or information We request.
 - c) We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured's death.
- 6) Termination**
 This Policy shall terminate immediately and automatically on the occurrence of the earliest of the following:
- a) Payment being made under Article 2(a)i) or 2(a)iii).
 - b) The Maturity Date.
 - c) Surrender of the Policy in accordance with Article 4).
 - d) On the expiry of two (2) years from the due date of the first unpaid Regular Premium, if the Regular Premium has not been received in full.
- 7) Suicide**
 If the Insured Event occurs due to suicide, within 12 months of:
- a) The Commencement Date, We shall not be liable to make any payment under the Policy other than the refund of 80% of the Regular Premiums received (excluding taxes and extra premium, if any), provided the policy is in force.
 - b) The date of reinstatement of the Policy as per Article 3(c)2), We shall not be liable to make any payment under the Policy other than payment of 80% of the Regular Premiums received (excluding taxes and extra premium, if any) or the Surrender Value (payable in case of Option B and Option C only), calculated as per Article 4, as on the date of the Insured Event, whichever is higher.
- 8) Taxation**
 We are entitled to make such deductions and/ or levy such charges, present and future which in Our 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 Us, the Policyholder or the Nominee. Further, we shall not be liable for any taxes on any personal income of the Policyholder or the Nominee.
- 9) Nomination and Assignment**
- a) You may nominate a Nominee or change an existing Nominee by giving Us written notice.
 - b) 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.
 - c) If there are no Nominees then We will pay Your legal heirs or legal representatives.
 - d) You 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.
 - e) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.
- 10) Entire Contract**

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This Policy constitutes the complete contract of insurance between You and Us. We may amend the Policy if We consider this to be either necessary of desirable (to be evidenced by and 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.

11) Due Observance

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability.

12) Fraud

Subject to the provisions of Section 45 of the Insurance Act, 1938, if You or the Nominee or anyone acting on Your or his behalf or at Your or his direction or with Your or his knowledge is proved to have made any misrepresentation or made / advanced any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then this Policy shall be immediately cancelled by paying Surrender Value as per Article 4.

13) Territorial Limits & Currency

All Regular Premium and benefits are payable only within India and in Indian Rupees.

14) Misstatement

In accordance with Section 45 of the Insurance Act, 1938, "No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected be called in question by an insurer on the ground that statement made in the proposal 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 policy, 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 policy holder and that the policy holder 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 insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal."

15) Loss of the Policy Document

- a) 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 Your 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.
- b) If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original shall cease to be of any legal effect and You 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 the issuance of a duplicate Policy Document.

16) Notices & Correspondence

- a) You shall give Us all notices, instructions and correspondence in writing at Our address specified in the Schedule or at any of Our branch offices.
- b) All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule. You shall notify Us of any change in Your address or Your Nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.
- c) Any Policy Document or any other communication sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule shall be deemed to have been received by You within 7 days from the date of dispatch.

17) Agent's Authority

- a) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- b) 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 Your risk and the agent will be acting only as Your representative.

18) Governing Law

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

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