



## TERMS & CONDITIONS

### Aviva Family Income Builder Non Linked Non Participating Plan (UIN:122N096V01)

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 below wherever they appear in the Policy Document:
- i) Age means age at last birthday.
  - ii) Annual Premium means the amount specified in the Schedule.
  - iii) Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
  - iv) Grace Period means a period of 30 days commencing from the date on which the Regular Premium was due.
  - v) Insured means the person named as the insured in the Schedule.
  - vi) Survival Benefit means the amount payable in accordance with Article 3)b).
  - vii) Maturity Date means the date specified in the Schedule on which the Policy Term ends.
  - viii) Nominee means the person named in Schedule who has been nominated in accordance with Article 10).
  - ix) Payout Period means a period of 12 years specified in the Schedule which commences immediately on the completion of the Policy Term.
  - x) Policy means the arrangements established by this Policy Document.
  - xi) Policy Anniversary means the annual anniversary of the Commencement Date.
  - xii) Policy Term means a period of 12 years specified in the Schedule which commences from the Commencement Date.
  - xiii) Policy Year means the year commencing on the Commencement Date or any Policy Anniversary.
  - xiv) Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
  - xv) Proposal Form means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.
  - xvi) Regular Premium means the amount payable by You in the manner and at the intervals (Premium Frequency) specified in the Schedule.
  - xvii) 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.
  - xviii) Surrender Benefit means the amount payable in accordance with Article 5).
  - xix) We, Our or Us means the Aviva Life Insurance Company India Limited.
  - xx) You or Your means the adult policyholder named in the Schedule who has concluded this Policy with Us, subject always to Article 2).
- b) Where appropriate, references to the singular include references to the plural, references to a gender include the other gender and reference to any statutory enactment includes any amendment to that enactment.

#### 2) Auto Vesting

If the Insured is less than Age 18 years on the Commencement Date, then immediately and automatically upon the Insured attaining Age 18 years during the Policy Term:

- i. The Policy shall vest in the Insured.
- ii. The Insured shall solely become entitled to exercise any and all rights in relation to the Policy.
- iii. The Insured shall solely become obliged to accept and discharge any and all responsibilities in relation to the Policy.

If you die during the Policy Term and while the Insured is less than Age 18 years, the Policy shall immediately and automatically vest in the surviving parents/legal guardian of the Insured who shall be obliged to accept and discharge any and all responsibilities in relation to the Policy.

#### 3) Benefits

- a) **Death Benefit**
- i. If the Insured's death occurs during the Policy Term when the Policy is in force and all due Regular Premium has been received, We will pay:-
    - 1. a sum equal to the Annual Premium, after deducting applicable taxes and extra premium, if any, received, at the end of each year during the Payout Period, provided that the Insured's death occurs during the first (1<sup>st</sup>) Policy Year.
    - 2. a sum equal to twice the Annual Premium, after deducting applicable taxes and extra premium, if any, received, at the end of each Policy Year, during the Payout Period, provided that the Insured's death occurs after the commencement of the second (2<sup>nd</sup>) Policy Year.

- ii. It is agreed and understood that the payment of the Death Benefit in accordance with Article 3)a)i(1) or Article 3)a)i(2) shall commence only on the completion of the first year of the Payout Period and that no amount shall be payable immediately on the Insured's death.
  - iii. On the Insured's death during the Policy Term, We will waive all the future Regular Premium that would have been payable under this Policy for the remainder of the Premium Payment Term.
- b) **Survival Benefit**

- i. If the Insured is alive on the Maturity Date and the Policy is in force and all due Regular Premium has been received, We will pay a sum equal to twice the Annual Premium after deducting the applicable taxes and extra premium, if any, received at the end of each year during the Payout Period.
- ii. It is agreed and understood that the payment of the Survival Benefit in accordance with Article 3)b)i) shall commence only on the completion of the first year of the Payout Period and that no amount shall be payable immediately on the Maturity Date.
- iii. During the Payout Period, You may give Us a written notice for a onetime lump sum payment of the remaining instalments of the Survival Benefit due during the Payout Period. We will pay an amount equal to the discounted value of all future instalments of the Survival Benefit after applying the applicable discount factors calculated at a discount rate of 9% per annum compounded monthly.

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

- a) 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 for You to pay the Regular Premium to Us. If the Insured's death occurs during the Grace Period then We will make payment in accordance with Article 3)a).
- b) If We do not receive the Regular Premium due to Us in full within the Grace Period, then:
  - i) If the default in payment of Regular Premium occurs during the first three (3) Policy Years, then:
    - (1) This Policy shall immediately and automatically lapse.
    - (2) If the Insured's death occurs after the Policy has lapsed and before the Policy has been revived in accordance with Article 4)b)i)3):
      - (a) We will pay an amount equal to all the Regular Premium received after deducting applicable taxes and extra premium, if any, received and the Policy shall terminate; and
      - (b) We shall not be liable to make payment of the Death Benefit in accordance with Article 3)a).
    - (3) You may give Us written notice to revive the Policy within two (2) years of the due date of the first unpaid Regular Premium ("Reinstatement Period") and provide Us with all information or documentation We request. You understand and agree that:
      - (i) You shall pay all the due Regular Premiums in full and the interest specified by Us and the revival fee specified in the Schedule.
      - (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.
    - (4) If We do not receive Your notice to reinstate the Policy within the Reinstatement Period then the Policy will automatically terminate on the expiry of the Reinstatement Period and We will pay You:
      - (i) 30% of the Regular Premium received after deducting applicable taxes and extra premium, if any, if Regular Premium for the first Policy Year only has been received.
      - (ii) 60% of the Regular Premium received after deducting applicable taxes and extra premium, if any, if Regular Premium for at least two (2) Policy Years has been received.
  - ii) If the default in payment of Regular Premium occurs after the completion of the first three (3) Policy Years:
    - (1) The Policy shall become paid up.
    - (2) If the Insured's death occurs after the Policy has become paid up and before the Policy has been revived in accordance with Article 4)b)ii)3) the Death Benefit amount payable in accordance with Article 3)a) shall be reduced in the following ratio:  
 [Number of Regular Premiums received / Number of Regular Premiums payable for the Premium Payment Term]
    - (3) If the Insured is alive on the Maturity Date and the Policy is paid up and has not been revived in accordance with Article 4)b)ii)3) the Survival Benefit amount payable in accordance with Article 3)b) shall be reduced in the following ratio:  
 [Number of Regular Premiums received / Number of Regular Premiums payable for the Premium Payment Term]
    - (4) You may give Us written notice to revive the Policy within two (2) years of the due date of the first unpaid Regular Premium and no later than the expiry of the Policy Term and provide Us with all information or documentation We request. You understand and agree that:
      - (i) You shall pay all the due Regular Premiums in full and the interest specified by Us and the revival fee specified in the Schedule.
      - (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.
  - j) No loan shall be available under this Policy.

## 5) Surrender Benefit

- a) If We have received the Regular Premium for at least the first three (3) Policy Years, the Policy may be surrendered after the commencement of the fourth (4<sup>th</sup>) Policy Year and We will pay a Surrender Benefit which is the higher of the Guaranteed Surrender Value and the Special Surrender Value.

The Guaranteed Surrender Value and Special Surrender Value are calculated as follows:

- i) The Guaranteed Surrender Value is 30% of the total Regular Premiums received excluding:
- (1) Extra premiums received, if any, and
  - (2) Any applicable taxes.
- ii) The Special Surrender Value is calculated as follows:  
Special Surrender Value Factor x Paid-up Value  
where, Paid-up Value = ratio of total Regular Premiums paid to total Regular Premiums payable multiplied by the present value of the Survival Benefit discounted at 9% per annum compounded monthly.

We will apply the surrender value factors as decided by Us, from time to time and with the approval of the Insurance Regulatory and Development Authority. Before making a request for surrender, You may approach Our nearest branch office to obtain the applicable surrender value factor before You surrender the Policy.

- b) If a Policy is surrendered it shall not be reinstated.

## 6) Conditions for Payment

It is a condition precedent to Our liability to make payment that:

- a) We are given written notice immediately and in any event within 90 days of the occurrence of the Insured's death. 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 reasonable and acceptable; and
- b) We are given such information and/or documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause of the Insured's death and/or Our liability in respect of it, 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 of, cause of and the date of death.
- 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.

## 7) Termination

This Policy will terminate on the earliest of:

- a) The Maturity Date.
- b) On the surrender of the Policy in accordance with Article 5).
- c) On the expiry of two (2) years from the due date of the first unpaid Regular Premium, in accordance with Article 4)b)i).
- d) On payment of the lump sum benefit during the Payout Period in lieu of the future Survival Benefits, in accordance with Article 3)b)iii).

## 8) Suicide

In the event that the Insured's death occurs due to suicide or attempted suicide within 12 months of the Commencement Date or the date of reinstatement of the Policy, only the Surrender Benefit, calculated in accordance with Article 5) shall be payable.

## 9) 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 Regular 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, You or the Nominee. It is agreed and understood that We shall not be liable for any taxes on any personal income of You or the Nominee.

## 10) 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.

## 11) Entire Contract

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 or 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.

## 12) 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.

**13) Fraud**

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 makes or advances any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then this Policy shall be void and any amount actually paid or potentially payable shall be forfeited.

**14) Territorial Limits & Currency**

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

**15) Misstatement**

In accordance with Section 45 of the Insurance Act, 1938:

- a) 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 Form or in any report of a medical officer or referee, or Your 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 You and that You knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.
- b) Nothing in this Article 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 Your age was incorrectly stated in the Proposal Form. 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.

**16) 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.

**17) 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.

**18) 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.

**19) 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.