



STANDARD TERMS & CONDITIONS

Aviva New Family Income Builder Non-Linked Non-Participating Plan (UIN: 122N103V01)

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

- 1.1. The terms defined below have the meanings given to them wherever they appear in this Policy Document:
 - 1.1.1. Age means age at last birthday, as specified in the Schedule.
 - 1.1.2. Annualised Premium means the amount specified in the Schedule (excluding taxes and extra premium, if any)
 - 1.1.3. Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
 - 1.1.4. Death Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 3.1 (Death Benefit).
 - 1.1.5. Grace Period means a period of thirty (30) days commencing from the date on which the Regular Premium was due.
 - 1.1.6. Insured means the person named as the insured in the Schedule on whose life this Policy is effected.
 - 1.1.7. Insured Event under the Policy means the Insured's death.
 - 1.1.8. IRDA means the Insurance Regulatory and Development Authority established under the Insurance Regulatory and Development Authority Act, 1999.
 - 1.1.9. Maturity Benefit means the amount payable in accordance with Article 3.2 (Maturity Benefit) provided the Insured is alive on Maturity Date.
 - 1.1.10. Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable.
 - 1.1.11. Maturity Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 3.2 (Maturity Benefits).
 - 1.1.12. Medical Practitioner means a person who holds a valid registration from the medical council of any state of India or medical council of India or council for Indian medicine or for homeopathy set up by the government of India or by a state government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license. Medical Practitioner shall not include:
 - a) Your or the Insured's close relative; or
 - b) a person who resides with You or the Insured; or
 - c) You or the Insured.
 - 1.1.13. Nominee means the person named in Schedule who has been nominated in accordance with Article 11 (Nomination and Assignment).
 - 1.1.14. Paid-up Sum Assured means the amount as calculated in accordance with Article 4.3.2.
 - 1.1.15. Paid-up Value means the amount calculated in accordance with Article 4.3.2
 - a).

- 1.1.16. Payout Period means a period of twelve (12) years specified in the Schedule which commences from the Maturity Date.
- 1.1.17. Policy means the arrangements established by this Policy Document.
- 1.1.18. Policy Anniversary means the annual anniversary of the Commencement Date.
- 1.1.19. Policy Term means the period between the Commencement Date and the Maturity Date.
- 1.1.20. Policy Year means a period of twelve (12) months commencing from the Commencement Date or any Policy Anniversary.
- 1.1.21. Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
- 1.1.22. Proposal Form means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Policy.
- 1.1.23. Regular Premium means the amount of the instalment premium specified in the Schedule (including any amount paid as extra premium, but excluding taxes, if any) payable by You during the Premium Payment Term, in the manner and at the intervals (Premium Frequency) as specified in the Schedule.
- 1.1.24. Regular Instalment means the instalment of 1.5 times the Regular Premium (excluding extra premium, if any).
- 1.1.25. Revival Period means a period of two (2) years commencing from the date of the first unpaid Regular Premium.
- 1.1.26. Risk Commencement Date means the date on which the risk under this Policy commences, as specified in the Schedule.
- 1.1.27. Schedule means the schedule (including any annexures/tables attached to it and any endorsements We have issued) in connection with this Policy and, if more than one, then the latest in time.
- 1.1.28. Sum Assured means the amount specified in the Schedule.
- 1.1.29. Surrender Value means the amount payable in accordance with Article 5 (Surrender Value).
- 1.1.30. We, Our or Us means the Aviva Life Insurance Company India Limited.
- 1.1.31. You or Your or Policyholder means the person named in the Schedule who has concluded this Policy with Us.
- 1.2. 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 and reference to days means calendar days only.

2. Auto Vesting

- 2.1. If the Insured's Age is less than Eighteen (18) years on the Commencement Date, immediately and automatically upon the Insured attaining the Age of Eighteen (18) years during the Policy Term:
 - 2.1.1. The Policy shall vest in the Insured.
 - 2.1.2. The Insured shall solely become entitled to exercise any and all rights in relation to the Policy.
 - 2.1.3. The Insured shall solely become obliged to accept and discharge any and all responsibilities in relation to the Policy.
- 2.2. In case of Your death during the Policy Term and while the Insured is less than the Age of Eighteen (18) years, the surviving parent/legal guardian of the Insured shall deemed to be the Policyholder on admission of the claim and submission of satisfactory documentary evidence as required by Us.

3. Benefits

3.1. Death Benefit

- 3.1.1. If the Insured Event occurs during the Policy Term and provided that all due Regular Premiums till the date of the Insured Event have been received and this Policy is in force, We will pay the Death Sum Assured. The Death Sum Assured will be payable in the following manner:
- a) Regular Instalment for twelve (12) years. The first Regular Instalment would be paid at the time of claim settlement and the remaining 11 Regular Instalments shall be paid on each of the death anniversary of the Insured commencing from the first death anniversary date, and
 - b) A sum equal to six (6) times of the Regular Premium (excluding extra premium, if any) along with the twelfth (12th) Regular Instalment on the eleventh (11th) death anniversary of the Insured.
- 3.1.2. The Death Sum Assured payable as per Article 3.1.1 shall be the highest of the following:
- a) Ten (10) times of the Annualised premium, or
 - b) 105% of all the Regular Premiums paid (excluding extra premiums, if any) as on date of Insured Event, or
 - c) Maturity Sum Assured (as per Article 3.2)
 - d) Sum Assured
- 3.1.3. During the Policy Term, if We are given a written application by the claimant to receive the outstanding amount payable in accordance with Article 3.1.1 as a lump sum amount, We will pay an amount equal to the discounted value of all future instalments of the Death Sum Assured (as per Article 3.1.1) after applying the applicable discount factors calculated at a discount rate of 9% per annum compounded monthly. We shall not be liable to make any payment after payment of this lump sum.
- 3.1.4. If the Insured Event occurs during the Policy Term and after the discontinuation of payment of Regular Premium, the amount payable shall be in accordance with Article 4.3.2.b) only.

3.2. Maturity Benefit

- 3.2.1. If the Insured Event has not occurred before the Maturity Date and provided that all due Regular Premiums till the Maturity Date have been received and this Policy is in force, We will pay the Maturity Sum Assured. The Maturity Sum Assured will be payable in the following manner:
- a) Regular Instalment at the end of each year during the Payout Period, and
 - b) A sum equal to six (6) times of the Regular Premium (excluding extra premium, if any) along with the twelfth (12th) Regular Instalment.
- 3.2.2. During the Payout Period, if We are given a written application by the claimant to receive the outstanding amount payable in accordance with Article 3.2.1 as a lump sum amount, We will pay an amount equal to the discounted value of all future instalments of the Maturity Sum Assured (as per Article 3.2.1.) after applying the applicable discount factors calculated at a discount rate of 9% per annum compounded monthly. We shall not be liable to make any payment after payment of this lump sum.
- 3.2.3. If the Insured Event has not occurred before the Maturity Date and after the payment of Regular Premium has been discontinued, the amount payable shall be in accordance with Article 4.3.2.b) only.

4. Payment of Regular Premium, Grace Period, Revival and Dealings with the Policy

- 4.1. Regular Premium shall be paid by You to Us on every Policy Anniversary. If the corresponding date does not exist in a particular month, the last day of that month shall be deemed to be the due date.
- 4.2. If We do not receive the Regular Premium in full by the due date, We shall allow a Grace Period for You to pay the unpaid Regular Premium to Us. If the Insured Event occurs during the Grace Period, We will make payment in accordance with Article 3.1.

4.3. If We do not receive the unpaid Regular Premium in full within the Grace Period, then:

4.3.1. If the default in the payment of Regular Premium occurs during the first three (3) Policy Years then

- a) This Policy shall immediately and automatically lapse.
- b) If the Insured Event occurs after the Policy has lapsed and before the Policy has been revived in accordance with Article 4.3.3:
 - (i) We will pay an amount equal to the sum of all Regular Premiums excluding extra premium, if any, and the Policy shall terminate; and
 - (ii) We shall not be liable to make any other payment.
- c) If You do not revive the Policy within the Revival Period, the Policy will automatically terminate on the expiry of the Revival Period and We will pay You:
 - (i) 30% of the Regular Premiums received excluding extra premium, if any, if We have received only one (1) Regular Premium
 - (ii) 60% of the Regular Premium received excluding extra premium, if any, if We have received two (2) Regular Premiums.

4.3.2. If the default in payment of Regular Premium occurs after We have received Regular Premiums for at least three(3) Policy Years then:

- a) The Policy shall automatically become paid up after the expiry of the Grace Period and the Policy will acquire a Paid-up Sum Assured and Paid-up Value, which shall be calculated as follows:

$$\text{Paid-up Sum Assured} = \text{Death Sum Assured} \times \left\{ \frac{\text{total number of Regular Premiums received}}{\text{total number of Regular Premiums payable under the Policy}} \right\}$$

$$\text{Paid-up Value} = \text{Maturity Sum Assured} \times \left\{ \frac{\text{total number of Regular Premiums received}}{\text{total number of Regular Premiums payable under the Policy}} \right\}$$

- b) If the Policy becomes paid-up, unless the Policy is revived in accordance with Article 4.3.3:

- (i) If the Insured Event occurs during the Policy Term, We will pay the Paid-up Sum Assured in the following manner:

- i. An annual instalment of $\{1.5 \text{ times Regular Premium (excluding extra premium, if any)} \times \text{number of Regular Premiums received} \div \text{total number of Regular Premiums payable under the Policy}\}$ shall be paid for twelve (12) years.

The first annual instalment would be paid at the time of claim settlement and the remaining 11 annual instalments shall be paid on each of the death anniversary of the Insured commencing from first death anniversary date, and

- ii. A sum equal to $\{\text{six (6) times Regular Premium (excluding extra premium, if any)} \times \text{number of Regular Premiums received} \div \text{total number of Regular Premiums payable under the Policy}\}$ shall be paid along with the twelfth (12th) annual instalment on the 11th death anniversary of the Insured.

- iii. During the Policy Term, if We are given a written application by the claimant to receive the outstanding amount payable in accordance with Article 4.3.2.b)(i) as a lump sum amount, We will pay an amount equal to the discounted value of all future instalments of the benefit after applying the applicable discount factors calculated at a discount rate of 9% per annum compounded monthly. We shall not be liable to make any payment after payment of this lump sum.
 - (ii) If the Insured Event has not occurred before the Maturity Date, We will pay:
 - i. An annual instalment of {1.5 times Regular Premium (excluding extra premium, if any) x number of Regular Premiums received ÷ total number of Regular Premiums payable under the Policy} at the end of each year during the Payout Period, and
 - ii. A sum equal to equal to {six (6) times Regular Premium (excluding extra premium, if any) x number of Regular Premiums received ÷ total number of Regular Premiums payable under the Policy} along with the twelfth (12th) annual instalment
 - iii. During the Payout Period, if We are given a written application by the claimant to receive the outstanding amount payable in accordance with Article 4.3.2.b)(ii) as a lump sum amount, We will pay an amount equal to the discounted value of all future instalments of the benefit after applying the applicable discount factors calculated at a discount rate of 9% per annum compounded monthly. We shall not be liable to make any payment after payment of this lump sum.
- 4.3.3. If the Policy has lapsed in accordance with Article 4.3.1 or has become paid-up in accordance with Article 4.3.2, then You may give Us written notice along with all the due Regular Premiums, including taxes and applicable interest amount, to revive the Policy within the expiry of the Policy Term or the Revival Period whichever is earlier, and provide Us with all information or documentation We request. You understand and agree that:
- (i) You shall pay the due Regular Premiums, including applicable taxes, and the interest at the rate of 9% per annum compounded monthly and the revival fee as specified in the Schedule;
 - (ii) You shall bear the cost of medical examination, if any;
 - (iii) Even if You have submitted all the information and documentation sought by Us, there is no obligation on Us to revive the Policy or revive it on the same terms and that the revival is subject to Our board approved underwriting policy, as applicable from time to time. We reserve the right to impose any extra premium as a result of underwriting;
 - (iv) 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.

4.4. You may surrender this Policy in accordance with Article 5

4.5. No loan shall be available under this Policy.

5. Surrender Value

5.1. If We have received all the due Regular Premium for at least the first three (3) Policy Years, the Policy may be surrendered by You by giving Us written notice and We will pay a Surrender Value, which is the higher of the Guaranteed Surrender Value and

the 'Special Surrender Value' (SSV) which are calculated as per Article 5.2 and Article 5.3 respectively.

5.2. The Guaranteed Surrender Value is:

Policy Year of surrender	Guaranteed Surrender Value
3 rd	30% of Regular Premiums* paid
4 th to 8 th	50% of Regular Premiums* paid
9 th	60% of Regular Premiums* paid
10 th	70% of Regular Premiums* paid
11 th	90% of Regular Premiums* paid
12 th	90% of Regular Premiums* paid

*excluding extra premium, if any

5.3. The Special Surrender Value is calculated as follows:

Paid-up Value x Special surrender value factor

where, Paid-up Value shall be calculated as per Article 4.3.2.a)

We will apply the special surrender value factors as decided by Us, in Our sole discretion, from time to time, subject to approval from the IRDA. Before making a request for surrender, You may approach Our nearest branch to obtain the Surrender Value and/or applicable special surrender value factor in respect of Your Policy.

5.4. If the Policy is surrendered, it shall not be revived.

6. Conditions for Payment of Benefits

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

- 6.1. We are given a written notice immediately and in any event within ninety (90) days of the occurrence of the Insured Event. If We are not given written notice of the claim within ninety (90) days of the occurrence giving rise to the claims, then We may accept the claim if We are given reasons in writing for the delay which in Our view are reasonable and
- 6.2. Upon occurrence of the Insured Event, 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 Event and/or Our liability in respect of it, including but not limited to:
 - 6.2.1. Original or certified copy of the death certificate issued by the municipal authorities.
 - 6.2.2. Original Policy Document.
 - 6.2.3. Our claim form duly filled in, signed by the claimant and attested by the authorities as mentioned in the claim form.
 - 6.2.4. Certified proof of cause of death of the Insured from a Medical Practitioner.
 - 6.2.5. Last medical attendant/ Medical Practitioner's report, if applicable.
 - 6.2.6. Employer's questionnaire, if applicable.
 - 6.2.7. Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years.

- 6.2.8. Identification proof of the Nominee & appointee issued by a governmental authority.
- 6.2.9. Any document, which establishes the Nominee & appointee's relationship with the Insured.
- 6.2.10. Address proof of the claimant for the address mentioned in the claim form.
- 6.2.11. If the death of the Insured was caused due to un-natural or non-medical reasons, then, in addition to the above documents the following additional documents also need to be submitted to Us:
 - a) Certified copies of First Information Report (FIR), Post Mortem report (PMR), Final Police Inquest report (FPIR).
 - b) Newspaper articles/ cutting, if any.

6.3. For payment of Maturity Benefit, We are given such information and/ or documentation that We may request in order to establish the fact of Our liability in respect of it, including but not limited to:

- 6.3.1. Original Policy Document.
- 6.3.2. Payout form duly filled in by You and/or the assignee, if any.
- 6.3.3. Your and/or the assignee's (if any) identification proof issued by a governmental authority.
- 6.3.4. Your and/or the assignee's (if any) address proof.
- 6.3.5. Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by You and/or the assignee (if any).

6.4. We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.

6.5. We may agree to accept minimum required documents on a case to case basis

7. Termination

7.1. This Policy will terminate immediately and automatically on the occurrence of the earliest of the following:

- 7.1.1. Insured Event
- 7.1.2. Maturity Date
- 7.1.3. Surrender of the Policy in accordance with Article 5
- 7.1.4. Expiry of two (2) years from the due date of the first unpaid Regular Premium and the lapsed Policy has not been revived in accordance with Article 4.3.3.

8. Suicide

If the Insured Event occurs due to suicide within twelve (12) months of:

- 8.1. 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 (provided all Regular Premiums due have been received till the date of occurrence of the Insured Event), excluding extra premiums, if any
- 8.2. The date of revival of the Policy, We shall not be liable to make any payment under the Policy other than refund of 80% of the Regular Premiums received (excluding extra premium, if any), or the Surrender Value, calculated as per Article 5, as on the date of Insured Event whichever is higher.

9. Freelook period

You have the right to review the terms and conditions of this Policy, within the freelook period which is 15 days from the date of receipt of the Policy Document. If You disagree to any of the terms or conditions, You have the option to return the Policy stating the reasons for Your objection. If You cancel the Policy during the free look period, We will refund the Regular Premium received (including taxes, if any), subject only to a deduction of the expenses incurred by Us on medical examination, if any and stamp duty charges.

10. Taxation

- 10.1. We shall deduct or charge any taxes or levies (including Service Tax) as applicable from time to time from and/or on the premium payable or fee/charge payable or benefit receivable under the Policy. We shall not be liable for any tax liability on income of You, the Insured or the Nominee. You shall be solely responsible to assess, claim and /or ensure admissibility, or otherwise, of deductions under the tax laws in respect of the amount contributed or accrued/received to him as We do not hold any responsibility for Your claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received.
- 10.2. Tax laws are subject to amendments from time to time and We are not responsible to inform You of any changes in tax laws.

11. Nomination and Assignment

- 11.1. You may nominate a Nominee or change an existing Nominee in accordance with Section 39 of the Insurance Act, 1938, by giving Us written notice.
- 11.2. 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.
- 11.3. If there are no Nominees, then, We will pay Your legal heirs or legal representatives, as the case maybe.
- 11.4. You may assign this Policy in accordance with Section 38 of the Insurance Act, 1938. 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.
- 11.5. The assignment of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the assignment of the Policy.
- 11.6. In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

12. 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 IRDA.

13. 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 under this Policy.

14. Fraud

Subject to the provisions of Section 45 of the Insurance Act, 1938, if You or anyone acting on Your behalf or at Your direction or with Your 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.

15. Territorial Limits & Currency

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

16. 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.”

17. Loss of the Policy Document

- 17.1. 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.
- 17.2. If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original Policy Document 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.

18. Notices & Correspondence

- 18.1. 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.
- 18.2. All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule through speed post or courier or any other legally recognized mode of posting. You shall notify Us of any change in Your address or the Nominee's address, failing which notices or correspondence will be sent to the last recorded address and hence , We will not take any responsibility of any loss/ damage owing to this.
- 18.3. Any Policy Document or any other communication shall be 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

19. Agent's Authority

- 19.1. The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- 19.2. 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.

20. Governing Law

This Policy shall be governed by Indian laws. 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 shall be subject to the jurisdiction of Indian Courts.