



STANDARD TERMS & CONDITIONS

Aviva i-Life Secure (UIN: 122N104V01) Non- Linked Non- Participating Plan

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 below wherever they appear in the 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.
- 1.1.3. Commencement Date means the date on which the Policy commences, as specified in the Schedule.
- 1.1.4. Death Sum Assured means the amount payable in accordance with Article 3.1.1
- 1.1.5. Grace Period means a period of thirty (30) days from the due date of first unpaid instalment of Regular Premium.
- 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 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 Date means the date specified in the Schedule.
- 1.1.10. 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
- 1.1.11. Nominee means the person named in the Schedule who has been nominated in accordance with Article 11.
- 1.1.12. Policy means the arrangements established by this Policy Document.
- 1.1.13. Policy Anniversary means the annual anniversary of the Commencement Date.
- 1.1.14. Policy Term means the period between the Commencement Date and the Maturity Date.
- 1.1.15. Policy Year means a period of twelve (12) months commencing from the Commencement Date or any Policy Anniversary.
- 1.1.16. Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
- 1.1.17. Proposal Form means the 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.

- 1.1.18. Regular Premium means the amount of the instalment premium as 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.
- 1.1.19. Revival Period means a period of two years commencing from the date of the first unpaid Regular Premium.
- 1.1.20. Risk Commencement Date means the date on which the risk under this Policy commences, as specified in the Schedule.
- 1.1.21. 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.
- 1.1.22. Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 3.1.1.(c)
- 1.1.23. We, Our or Us means the Aviva Life Insurance Company India Limited.
- 1.1.24. You or Your or Policyholder means the person named in the Schedule who has concluded this Policy with Us.
- 1.2. In this Policy Document, 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 subsequent amendment to that enactment and reference to days means calendar days only.

2. Auto Vesting

Auto vesting is not applicable under this Policy.

3. Benefits

3.1. Death Benefit

- 3.1.1. If the Insured Event occurs during the Policy Term and provided all due Regular Premiums till the date of the Insured Event have been received in full, We will pay the Death Sum Assured. The Death Sum Assured shall be highest of the following :
- a) Ten (10) times of the Annualised Premium, or
 - b) 105% of all the Regular Premiums received (excluding extra premiums, if any) as on the date of Insured Event, or
 - c) Sum Assured under the Policy, where the Sum Assured will be payable in the following manner:
 - i) An amount equal to ten percent (10%) of the Sum Assured following acceptance of the claim under the Policy; and
 - ii) Annual instalment equal to six percent (6%) of the Sum Assured on each anniversary of date of the Insured Event for a period of fifteen (15) years subsequent to the Insured Event. The first such annual instalment shall be payable on the first anniversary of date of the Insured Event.
- 3.1.2. If You or the Nominee (as applicable) gives Us a written application to receive the remaining instalments payable in accordance with Article 3.1.1(c) as a lump sum amount, then We will pay such remaining instalments as a lump sum after applying a discount rate of 9% compounded annually to the total outstanding amount payable. Once this lump sum payment has been made, no further amount shall be payable.

3.2. Maturity Benefit

No amount will be payable under the Policy if the Insured is alive on the Maturity Date.

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

- 4.1. Regular Premium shall be paid by You to Us on every Policy Anniversary, if Your Premium Frequency is annual. If Your Premium Frequency is half-yearly, then the Regular Premium shall be paid on the date corresponding with the Commencement

Date in every half-year. If the corresponding date does not exist in a particular month, then the last day of that month shall be deemed to be the due date.

You may alter the Premium Frequency on any Policy Anniversary provided that Your request for the change in Premium Frequency is received by Us at least ten (10) days prior to the Policy Anniversary along with the Alteration Charges as specified in the Schedule.

4.2. If We do not receive the Regular Premium in full by the due date then 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 then We will make payment in accordance with Article 3.1.

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

4.3.1. This Policy shall immediately and automatically lapse without acquiring any value and no amount shall be payable under the Policy on the occurrence of the Insured Event or otherwise.

4.3.2. If the Policy has become lapsed in accordance with article 4.3.1, You may give Us written notice along with all the due Regular Premiums, including taxes, to revive the Policy within the expiry of the Policy Term or the Revival Period (2 years from the date of first unpaid Regular Premium), whichever is earlier, and provide Us with all information or documentation We request. You understand and agree that:

a) You shall pay the due Regular Premiums and taxes as applicable, in full and the Revival Fee as specified in the Schedule;

b) You shall bear the cost of medical examination, if any;

c) Even if You have submitted all the information and documentation sought by Us, there is no obligation on Us to revive the Policy or to revive it on the same terms and the revival is subject to Our underwriting policy, as applicable from time to time. We reserve the right to impose any extra premium as a result of underwriting;

d) 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.

4.3.3. If You do not revive the Policy as per article 4.3.2 within the Revival Period, then the Policy shall automatically terminate and no amount shall be payable under or in relation to the Policy.

4.4. No loan shall be available under this Policy.

5. **Surrender Value**

No surrender value is payable under this Policy.

6. **Conditions for Payment of Benefits**

It is a condition precedent to Our liability to make payment of the benefits under this Policy 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 a written notice of the claim within ninety (90) days of the occurrence of the Insured Event, We may accept the claim if We are given reasons in writing for the delay which in Our view are reasonable;

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

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

7. Termination

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

- 7.1.1. The occurrence of the Insured Event.
- 7.1.2. Maturity Date.
- 7.1.3. On the expiry of the Revival Period if the Policy is not revived in accordance with Article 4.3.2

8. Suicide

8.1. If the Insured Event occurs due to suicide within twelve (12) months of: The Commencement Date or date of revival of the Policy, We shall not be liable to make any payment under the Policy other than the refund of eighty percent (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)).

9. FreeLook Period

You have the right to review the terms and conditions of this Policy, within the FreeLook Period which is Thirty (30) 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 FreeLook 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 Your income or the income of the Insured or the Nominee You and/or the Nominee 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. We do not hold any responsibility for Your and/or Nominee's 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 and/or the Nominee 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 a 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 with prior approval 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.

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 the surrender value in accordance with Article 5.

15. Territorial Limits & Currency

All Regular Premium, taxes, levies and benefits etc. 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 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 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 Your 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 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.