

**PART A Aviva Heart Care 122N113V01**  
CIN- U66010DL2000PLC107880

**1. Forwarding Letter with Free Look Clause**

Mr XYZ ABC  
D-X, Block-XY  
Near XYS  
South Delhi - 110062  
Delhi, India

Mob. No.-1111111111111111  
Ph. No.- 22222222222222  
Home No.- 333333333333  
Policy No.: \_\_\_\_\_ /Client ID: \_\_\_\_\_  
[Bar Code]

**Subject : Name of Product Policy No.: \_\_\_\_\_ /Client ID: \_\_\_\_\_**

Dear Mr XYZ ABC,  
A Warm Welcome to Aviva!

Thank you for choosing Aviva for your insurance needs.

The Policy Document attached to this letter explains the benefits, terms and conditions of your Policy. A copy of your Proposal Form and associated documents are also included with your Policy for your reference. Please read the Policy Document to understand your Policy better and if you have any queries or notice any errors, please contact us immediately. An electronic copy of this Policy and Insured's medical reports (if applicable) have already been sent to your registered email address as provided by you. Please keep this Policy Document safe and inform the nominee of the same.

Please refer to the Policy Document for Premium Due Date. Timely payment of Premium is important to enjoy complete Policy benefits.

**Right to reconsider during the Free Look Period**

If you are dissatisfied with your Policy's terms and conditions for any reason and wish to cancel the same, please send a letter marked to "Customer Services" at the address below along with the original Policy Document and premium receipt. You must exercise the option to cancel the Policy within 15 days of receipt of this Policy Document (thirty days if the Policy has been solicited through distance marketing)

On receipt of the aforementioned documents we will refund the premium received (without interest) after deducting proportionate risk premium (where only a part of risk has commenced, such proportionate risk premium commensurate with the risk covered during such period) for the period of cover and expenses incurred on medical examination (if any) and stamp duty charges.

We are committed to providing you with the highest standards of service and look forward to a long and healthy association with you.

Thank you for being a valued customer.

Yours Sincerely,

Name  
Designation

*Address: The Customer Service Group  
Aviva Life Insurance Company India Ltd.  
Aviva Tower, Sector Road, Opposite Golf Course,  
DLF Phase V, Gurgaon – 122003 (Haryana)  
Contact: 1800-103-7766/customer services @avivaindia.com*

Intermediary Name:  
Intermediary Code:

Intermediary License No.

Intermediary Telephone No.:  
Intermediary Email:

Intermediary Mobile No:

## 2. Policy Preamble

This Policy Document is evidence of a contract of insurance between you and us. Your Proposal Form is the basis of the insurance provided by us.

We agree to provide the benefits set out in this Policy on the occurrence of the insured event under the Policy subject to its terms and conditions.

## 3. Policy Schedule

### SCHEDULE

This Schedule forms an integral part of the Policy and should be read in conjunction with the terms and conditions of this Policy.

1. Policy Details	
Policy Number: Plan Name: Aviva Heart Care Plan Type : Non Linked Non Participating Plan Policy Classification :	Plan Code: UIN:
2. Policyholder's Details:	
Name : Date of birth: Age: Sex: Identity proof : Address: Contact Number(s): Relationship with the Insured 1	
Relationship with the Insured 2	
3. Insured 1 Details	4. Insured 2 Details
Name : Date of birth: Age: Sex: Identity proof : Address: Contact Number(s): Whether Age admitted: (Yes/No)	Name : Date of birth: Age: Sex: Identity proof : Address: Contact Number(s): Whether Age admitted: (Yes/No)
5. Insurance Details	
Sum Assured:	Rs
Cover Option:	
Premium Payment Type:	Regular Premium
Regular Premium:	Rs.
Applicable Tax Amount *	Rs.

<b>Total amount payable:</b>	Rs.
Total number of Premiums	
Premium Frequency:	
Annualized Premium**	Rs.
Policy Commencement Date:	
Risk Commencement Date:	
Policy Term:	
Premium Payment Term:	
Due date for payment of last Regular Premium:	
Maturity Date:	
* Applicable taxes will be payable by You at the applicable rates prevailing at the time of payment of first year and all ensuing renewal premiums.	
** Annualised Premium excludes extra premium and taxes, if any.	

**6. Nomination Details (Under section 39 of the Insurance Act 1938, as amended from time to time)**

<b>Nominee(s) 1</b>	<b>Nominee(s) 2</b>	<b>Nominee(s) 3</b>
Name:	Name:	Name:
Percentage:	Percentage:	Percentage:
Address:	Address:	Address:
Age:	Age:	Age:
Your relation:	Your relation:	Your relation:

**Appointee (in case of minority of the Nominee)**

Appointee:  
Name:  
Address:

**7. Any Special Conditions :**

**8. Endorsements, if any:**

**Our Address :**

**Aviva Life Insurance Company India Ltd.,** Aviva Tower, Sector Road, Opp. Golf Course, DLF Phase V, Sector 43, Gurgaon -122 003 (Haryana)

Authorised Signatory:

Date:

Place:

## Part B

### A. Definitions

The terms defined below have the meanings given to them wherever they appear in the Policy Document:

1. Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. Age means age of the Insured at last birthday as specified in the Schedule.
3. Annualised Premium means the total amount of premiums (excluding extra premiums) payable by you in a Policy Year.
4. Cardiac Condition / Procedure means the cardiac conditions/procedures covered under this Policy as defined in clause B of Part B.
5. Claimant means the Policyholder if he is different from the Insured or the Nominee (includes Appointee in case Nominee is a minor) or Assignee and where there is none, the person/s named in your will or your legal heirs, as the case may be.
6. Cooling Off Period means a period of six months from the date of happening of the first Insured Event and subsequent Insured Event during which no benefit is payable.
7. Cover Option means the cover option opted by you and is specified in the Schedule
8. Date of Revival means the date on which the Policy is revived by Us in accordance with Part D.
9. Grace Period means a period of fifteen (15) days if the premium frequency is monthly and thirty (30) days for all other premium frequencies immediately following the premium due date during which a payment can be made to continue a Policy in force without loss of continuity benefits such as waiting periods and coverage of Pre- Existing Diseases.
10. Health Insurance Benefit means the amount which is payable to the Claimant in accordance with Part C.
11. Hospital means any institution established for inpatient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities, under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of section 56(1) of the said Act or complies with all minimum criteria as under:
  - a) has qualified nursing staff under its employment round the clock;
  - b) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and atleast 15 in-patient beds in all other places;
  - c) has qualified Medical Practitioner(s) in charge round the clock;
  - d) has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - e) maintains daily records of patients and make these accessible to our authorized personnel.
12. Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Term and requires medical treatment.
  - a) Acute Condition - Acute condition is a disease, illness, or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
  - b) Chronic Condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
    - It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests;
    - It needs ongoing or long-term control or relief of symptoms;
    - It requires Insured's rehabilitation or for Insured to be specially trained to cope with it;
    - It continues indefinitely;
    - It comes back or is likely to come back.

13. Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
14. Insured(s) means the person(s) named in the Schedule, who are covered under this Policy
15. Insured Event means the Insured to have undergone / diagnosed to be suffering from Cardiac Condition/Procedure(s).
16. IRDA of India or IRDAI means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
17. Maturity Date means the date on which the Policy Term ends, as specified in the Schedule.
18. Medical Advice means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
19. 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 set up by the Government of India or 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 spouse, father (including step father), mother (including step mother), son (including step son), son's wife, daughter (including step daughter), daughter's husband, brother (including step brother) and Sister (including step sister), or;
  - b) You or the Insured.
20. Medically Necessary Treatment means any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which
- a) is required for the medical management of the illness or injury suffered by the Insured;
  - b) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
  - c) must have been prescribed by a Medical Practitioner;
  - d) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
21. Pre-Existing Disease means any condition(s), ailment or injury or related conditions for which the Insured(s) had signs or symptoms, and /or were diagnosed, and/or received Medical Advice/Treatment within 48 months prior to the Policy Commencement Date or Revival of Policy (whichever is later).
22. Nominee means the person named in the Schedule who has been nominated in accordance with Section 39 of the Insurance Act, 1938, as amended from time to time.
23. Policy means the contract of insurance entered into between you and us as evidenced by this Policy Document.
24. Policy Anniversary means the annual anniversary of the Policy Commencement Date.
25. Policy Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
26. Policy Document means the present contract of insurance including the Schedule which has been issued on the basis of the Proposal Form, other representations and documents submitted by you and/or the Insured and the endorsements issued by us and includes all of the above.
27. Policy Term means the period between the Policy Commencement Date and the Maturity Date.

28. Policy Year means a period of twelve months commencing on the Policy Commencement Date or any Policy Anniversary.
29. Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
30. 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.
31. Regular Premium means the amount of the installment premium as specified in the Schedule payable by you to us during the Premium Payment Term. This includes the extra premium but is exclusive of the applicable taxes.
32. Revival means restoration of the Policy which has been discontinued due to non-payment of the due Regular Premiums as per the Policy terms.
33. Revival Period means a period of two years from the date of the first unpaid installment of Regular Premium.
34. Risk Commencement Date means the date given in the Schedule from which we accept the risk on the life of the Insured.
35. Schedule means the schedule (including any endorsements) we have issued in connection with this Policy and, if more than one, then the latest in time.
36. Sum Assured means the amount specified in the Schedule.
37. Surrender means the voluntary termination of the Policy by you before Maturity Date, subject to the terms and conditions governing the Policy.
38. Surrender Value means the amount payable, if any, on the surrender of the Policy in accordance with Part D.
39. Survival Period means a period of 30 days commencing from the date of diagnosis or procedure of a Cardiac Condition/Procedure on the Insured, whichever is earlier.
40. Waiting Period means period of one hundred and eighty (180) days from the Policy Commencement Date and from the Date of Revival of the Policy if the revival happens after a period of sixty days from lapsation of Policy.
41. We, Our or Us means Aviva Life Insurance Company India Limited.
42. You or Your or Policyholder means the person named in the Schedule who has taken this Policy with Us.
- B. Cardiac Condition/Procedure specific definitions**
- 1. Severe Category:**
- i. Heart Attack**  
The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
- a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
  - new characteristic electrocardiogram changes
  - Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- The following are excluded:
- a) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;
  - b) Other acute Coronary Syndromes
  - c) Any type of angina pectoris.
- ii. Coronary Artery Bypass Graft(Open Heart CABG)**  
The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft

(CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Excluded are:

- a. Angioplasty and/or any other intra-arterial procedures
- b. any key-hole or laser surgery

**iii. Heart Valve Replacement or repair**

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy / valvuloplasty are excluded.

**iv. Major Surgery of Aorta**

The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra-arterial techniques are excluded.

**v. Cardiomyopathy**

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class III or Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

- Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.
- Class IV - Inability to carry out any activity without discomfort. Symptoms of

congestive cardiac failure are present even at rest. With any

- increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy has to be supported by echocardiographic findings of compromised ventricular performance. Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

**vi. Primary Pulmonary Arterial Hypertension**

An increase in the blood pressure in the pulmonary arteries caused by either an increase in pulmonary capillary pressure, increased pulmonary blood flow or increased pulmonary vascular resistance. Diagnosis has to be confirmed by a specialist who is a cardiologist and evidenced by cardiac catheterization showing a mean pulmonary artery pressure during rest of at least 20 mm Hg.

Furthermore right ventricular hypertrophy or dilatation and signs of right heart failure have to be medically documented for at least 3 months.

**vii. Heart Transplant**

The actual undergoing of a transplant of heart that resulted from irreversible endstage failure of the heart.

**2. Moderate Category**

**i. Insertion of Pacemaker/ICD**

Actual undergoing of insertion of a permanent cardiac pacemaker or cardiac defibrillator to correct serious cardiac arrhythmia which cannot be treated via other methods or the insertion of cardiac defibrillator to correct sudden loss of heart function with cessation of blood circulation around the body resulting in unconsciousness.

Insertion of Cardiac Defibrillator means surgical implantation of either Implantable Cardioverter-Defibrillator (ICD), or Cardiac Resynchronization Therapy with Defibrillator (CRT-D)

The insertion of a permanent Cardiac Pacemaker or Cardioverter-Defibrillator

(ICD) must be certified to be absolutely necessary by a specialist in the relevant field.

Cardiac arrest secondary to alcohol or drug misuse will be excluded. i.

**ii. Cardiac Arrest**

Sudden loss of heart functions with cessation of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted:

- Implantable Cardioverter-Defibrillator (ICD), or
- Cardiac Resynchronization Therapy with Defibrillator (CRT-D)

For the above definition the following is not covered:

- Insertion of a defibrillator without cardiac arrest
- Cardiac arrest secondary to alcohol or drug misuse

**iii. Keyhole Coronary Artery Bypass Graft**

The actual undergoing of minimally invasive, key hole or Robotic cardiac surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG).

The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Angioplasty and/or any other intra-arterial procedures will be excluded.

**iv. Secondary Pulmonary Hypertension**

Secondary Pulmonary hypertension confirmed by a Cardiologist with the help of investigations including Echo/ Cardiac Catheterization (cardiac catheterization proving the pulmonary pressure to be above 30 mm of Hg), resulting in permanent irreversible physical impairment of at least Class III of the New York Heart Association (NYHA) Classification of Cardiac Impairment based on Echo findings.

Class III - Marked functional limitation. Affected patients are comfortable at rest but

performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.

**3. Mild Category  
Coronary Angioplasty including Coronary Stenting**

Means the actual undergoing for the first time of Coronary Artery Balloon Angioplasty, Atherectomy, LASER treatment or the insertion of a stent to correct narrowing of minimum 80% stenosis of one or more major Coronary arteries as shown by Angiographic evidence.

The revascularisation must be considered medically necessary by a consultant Cardiologist.

Coronary arteries herein refer only to Left Main Stem, Left Anterior Descending, Circumflex and Right Coronary Artery. Intra Arterial investigative procedures and Diagnostic Angiography are not included.

Evidence required: In addition to the other documents, the Company shall require the following:

- Coronary Angiography Report – Pre and post Angioplasty or Other Invasive Treatment as defined above
- Discharge Card of the hospital where the procedure was done

**ii. Pericardectomy**

The actual undergoing of pericardectomy through a median sternotomy or athoracotomy approach for the treatment of secondary to chronic restrictive pericarditis.

Acute pericarditis or chronic restrictive pericarditis related to alcohol or drug abuse and/or HIV is excluded.

**iii. Repair of Aortic Aneurysm**

The actual undergoing of repair or correction of an aneurysm, narrowing, obstruction or dissection of the aorta using minimally invasive or intra-arterial techniques. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

**iv. Surgery for cardiac Arrhythmia**

Procedures like Maze surgery, RF Ablation therapy or any relevant procedure/surgery deemed absolutely necessary by a



cardiologist to treat life threatening arrhythmia's and where the person has more than one episode of syncope, dizziness, chest pain, etc. Cardioversion and any other form of non-surgical treatments are excluded.

**v. Surgery to Place Ventricular Assist Devices or Total Artificial Hearts**

Implanting of Ventricular assist devices or Total artificial heart for people with heart failure where the device may allow the patient to safely survive until a donor heart becomes available (referred to as a "bridge-to-transplantation) or for patients who are not candidates for heart transplant.

**vi. Percutaneous Heart Valve Surgery**

An interventional procedure involving Percutaneous heart valve repair by balloon valvotomy or valvuloplasty to repair narrowing of heart valves using a catheter. benefit will be based on the actual undergoing of surgery.

The need for surgery should be certified by a cardiologist and supported by an Echocardiography

**vii. Infective Endocarditis**

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

- Positive result of the blood culture proving presence of the infectious organism(s)
- Presence of at least moderate heart valve incompetence (meaning regurgitate fraction of twenty percent (20%) or above) or moderate heart valve stenosis (resulting in heart valve area of thirty percent (30%) or less of normal value) attributable to Infective Endocarditis; and
- The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a Registered Medical Practitioner who is a cardiologist.

**viii. Carotid Artery Surgery**

The actual undergoing of Carotid artery surgery to correct stenosis in one or both carotid arteries by angioplasty and/or stenting or having undergone open endarterectomy upon documented recommendation by a cardiologist.

**C. Interpretation**

In this Policy, 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 includes any subsequent amendment to that enactment and reference to days means calendar days only.

## Part C

### 1. Details of Cover Option

Cover option selected by You cannot be changed after issuance of this Policy. Details of Cover Option are given below:

#### 1.1 Me Cover Option

Under this Cover Option, on the occurrence of the Insured Event(s) ( i.e the Insured to have undergone / diagnosed to be suffering from Cardiac Conditions/Procedures) and provided that all due Regular Premiums have been received by Us, We shall pay the applicable Health Insurance Benefit, as per table mentioned in clause 2.1 below and subject to the conditions mentioned in the Policy Document. Please note that the total Health Insurance Benefit payable during the Policy Term is limited to 100% of the Sum Assured.

Example: In case a claim has already been admitted under 'Mild' category, the next payout from 'Moderate/Severe' category will be limited to 50%/75% respectively so that the total payout does not exceed 100% of Sum Assured.

#### 1.2 Me+ Cover Option

Under this Cover Option, in addition to the benefits under "Me", you will also be entitled to the following benefits:

- a. Upon exhaustion of the Sum Assured, We shall restore an additional coverage equal to 100% of the Sum Assured immediately without any kind of underwriting. Provided that, the restored Sum Assured shall be payable for claims only for the unclaimed conditions under 'severe category only. Provided further that, We shall not be liable to pay the Health Insurance Benefit if Insured Event(s) occurs during the Cooling Off Period of six months from the date of restoration. Example: If claims have been admitted twice under 'Mild' category, and once under 'Moderate' category, leading to exhaustion of 100% of the Sum Assured, You can further claim another 100% of Sum Assured for conditions covered under 'Severe' category.
- b. The Sum Assured is restored only once during the Policy Term.
- c. Waiver of Premium- Once the Sum Assured is restored, no future premiums are payable under the Policy.

#### 1.3 We Cover Option

- a. No other person can be included in this Cover Option, except spouses.
- b. Under this Cover Option both the Insured shall be insured for 100% of Sum Assured each. On the happening of the Insured Event(s) and provided that all due Regular Premiums have been received by Us, We shall pay the applicable Health Insurance Benefit, as per table mentioned in clause 2.1 below and subject to the conditions mentioned in this Policy Document. Provided that, the total Health Insurance Benefit payable during the Policy Term for each Insured is limited to 100% of the Sum Assured.
- c. On exhaustion of 100% of the Sum Assured of one Insured, the insurance coverage for that Insured shall terminate. However, the coverage shall continue for the second Insured till exhaustion of 100% Sum Assured or till end of the Policy Term, whichever is earlier.
- d. Waiver of Premium: In the event of death of any one of the Insured or once 100% of the Sum Assured of one Insured gets exhausted then all the future premiums from the Policy Anniversary following such event shall be waived.
- e. Example- In case claims have been admitted twice under 'Mild' category, and once under 'Moderate' category, leading to exhaustion of 100% of Sum Assured for one Insured, coverage will cease for that Insured and all the future premiums payable under the Policy shall be waived off. Policy will continue with 100% of Sum Assured coverage for the second Insured.

#### 1.4 We+ Cover Option

Under this Cover Option both the Insured shall be insured for 100% of Sum Assured each. Under We+ in addition to the benefits under "We" Cover Option, You will also be entitled to the following benefits:

- a. Upon exhaustion of the Sum Assured of an Insured We shall restore an additional coverage equal to 100% of the Sum Assured immediately, without any kind of underwriting, for that Insured. We shall restore the Sum Assured for the other Insured once his Sum Assured is exhausted. Provided that the restored Sum Assured shall be payable for claims only for the unclaimed conditions under 'severe' category only. Provided further that, We shall not be liable to pay Health Insurance Benefit for any Insured Event(s) occurred during the Cooling Off period of six months from date of restoration in respect of the Insured whose Sum Assured has been restored.
- b. The Sum Assured shall be restored only once for each Insured during the Policy Term.
- c. Once the Sum Assured is restored for any one Insured or any of the Insured dies, all the future premiums from the Policy anniversary following the date of restoration of Sum Assured or date of death of the Insured shall be waived.

Example: In case claim have been admitted twice under 'Mild' category, and once under 'Moderate' category, leading to exhaustion of 100% of the Sum Assured of one Insured, the Insured can further claim another 100% of Sum Assured for conditions covered under 'Severe' category. Same will be applicable for the second Insured.

#### 2. Health Insurance Benefit

- 2.1 The amount of benefit payable by Us to the Claimant on the happening of Insured event(s) is based on the level of the severity of the Cardiac Condition/Procedure(s). The Cardiac Condition/ Procedures are split into following three categories viz. Mild, Moderate and Severe categories on the level of severity along with the amount payable against each category:

Cardiac Condition/ Procedure Category	Cardiac Condition/Procedure(s) Covered	Amount of Benefit Payable
<b>Severe</b>	<ol style="list-style-type: none"> <li>1. Heart Attack</li> <li>2. Coronary Artery Bypass Graft</li> <li>3. Heart Valve replacement or repair</li> <li>4. Major Surgery of Aorta</li> <li>5. Cardiomyopathy</li> <li>6. Primary Pulmonary hypertension</li> <li>7. Heart Transplant</li> </ol>	100% of Sum Assured
<b>Moderate</b>	<ol style="list-style-type: none"> <li>1. Insertion of Pacemaker/ICD</li> <li>2. Cardiac Arrest</li> <li>3. Keyhole Coronary Bypass Surgery</li> <li>4. Secondary Pulmonary Hypertension</li> </ol>	50% of Sum Assured
<b>Mild</b>	<ol style="list-style-type: none"> <li>1. Infective Endocarditis</li> <li>2. Surgery To Place Ventricular Assist Devices or Total Artificial Hearts</li> <li>3. Repair of Aortic Aneurysm</li> <li>4. Surgery for Cardiac Arrhythmia</li> <li>5. Carotid Artery Surgery</li> <li>6. Pericardectomy</li> <li>7. Percutaneous Heart Valve Surgery</li> <li>8. Coronary Angioplasty including</li> </ol>	25% of Sum Assured

	Coronary Stenting	
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2.2 Health Insurance Benefit is payable by Us, provided that:

- a. The Insured Event occurs after the completion of the Waiting Period;
- b. The Insured should have survived the Survival Period;
- c. Completion of Cooling Off Period-
  - i. In case Cover Option under the Policy is Me+ or We+, then a Cooling Off Period of six months should have elapsed from the date of restoration of the Sum Assured.
- b. No claim can be made more than one time for the same Cardiac Condition/ Procedure.
- c. Only two Mild conditions can be claimed during the Policy Term;
- d. Cardiac condition or need for procedure, as applicable, must be confirmed by an independent Medical Practitioner, including a relevant independent specialist/cardiologist. The cost for consulting the Medical Practitioner shall be borne by You.
- e. In an event If more than one cardiac conditions are diagnosed at the same time and/or procedure(s) is performed then We shall give the Health Insurance Benefit on only the Cardiac Condition/ Procedure which has the higher benefit payout. In an event If more than one cardiac conditions are diagnosed and/or procedure(s) is performed of the same cardiac condition/procedure category then We shall give the Health Insurance Benefit for only one Cardiac Condition/ Procedure.
- f. Exclusions given below and clause 5 of Part F are not attracted.
- g. All relevant documents in support of the claim as given in clause 3 of Part F have been received by Us.

## 2. Exclusions

In addition to the other exclusions specified elsewhere in this Policy Document, no Health Insurance Benefit shall be payable under the following conditions:

- 3.1 For all Pre-Existing Diseases
- 3.2 Any disease/disorder of the heart or its signs or symptoms having occurred within the Waiting Period.
- 3.3 Deliberate failure to seek or follow Medical Advice.
- 3.4 Self-inflicted injuries, suicide, insanity, and immorality, and deliberate participation of the Insured in an illegal or criminal act.
- 3.5 Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified Medical Practitioner.
- 3.6 War – whether declared or not, civil commotion, breach of law, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or wilful participation in acts of violence.
- 3.7 Radioactive contamination due to nuclear accident.
- 3.8 Diagnosis and treatment outside India. However, this exclusion shall not be applicable in the following countries: Canada, Dubai, Hong Kong, Japan, Malaysia, New Zealand, Singapore, Switzerland, USA, and countries of the European Union. We may review the above list of accepted foreign countries from time to time. Claims documents from outside India are only acceptable in English language unless specifically agreed otherwise, and duly authenticated.

## 3. Maturity Benefit

The Policy does not provide for any benefit upon Maturity.

## 4. Death Benefit

No Death Benefit is payable under the Policy.

## Part D

### 1. Free Look

You have the right to review the terms and conditions of this Policy, within the free look period which is fifteen days from the date of receipt of the Policy Document and within thirty days of receiving the Policy Document in case the Policy is solicited through distance marketing. 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 applicable taxes, if any), subject only to a deduction of the expenses incurred by Us on medical examination, if any, proportionate risk premium for the period on cover and stamp duty charges.

### 2. Revision of Premium

The Regular Premiums shall remain unchanged for a period of five (05) years from the Policy Commencement Date. Thereafter We may review and revise the Regular Premium for another five (05) years subject to prior approval of IRDAI. Any revision in the Regular Premium shall be applicable from the next Policy Anniversary. The benefits under the Policy shall continue upon receipt of the revised Regular Premiums. Any revision in the Premium rates shall be notified to You at least three months prior to the next premium due date. If you are not willing to continue the Policy with the revised Premium rates, the Policy will lapse as per the Policy Terms. Premium rates, if and when revised, shall be guaranteed for a subsequent block of five (05) years.

### 3. Payment of Regular Premium and Grace Period

- 3.1 You need to pay to us the Regular Premium on every Policy Anniversary. If Your Premium Frequency is half-yearly or monthly, then the Regular Premium shall be paid on the date corresponding with the commencement Date in every half-year or month respectively. 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. We will not accept any part payment of the Regular Premium due.
- 3.2 If we do not receive the Regular Premium in full on 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 this Grace Period, We will pay the Health Insurance Benefits. Provided that, we will deduct from the Health Insurance Benefit any outstanding Regular Premium that would otherwise have been payable.
- 3.3 If the due Regular Premium remains unpaid in full at the expiry of the Grace Period, then the Policy shall immediately lapse and no benefits shall be paid from the date of the last unpaid Regular Premium.
- 3.4 If the Insured Event occurs after the Policy has lapsed and before the Policy has been revived then We shall not be liable to make any payment.
- 3.5 If the Policy is not revived within the Revival Period then the Policy shall automatically stand terminated without any amount payable by Us.

### 4. Revival

If the Policy has lapsed and You wish to revive the Policy then You will need to give Us written notice to revive the Policy before the expiry of the Revival Period. You understand and agree that the revival of the Policy shall be subject to you complying with the following requirements:

- 4.1 Along with the written notice for revival You shall pay the due Regular Premiums and taxes (as applicable).
- 4.2 You shall submit to the medical examination or special tests specified by Us, the costs of which shall be borne by You.
- 4.3 You shall submit proof of continued insurability to Our satisfaction as per Our Board approved underwriting policy.
- 4.4 You shall also provide Us with all information and documentation We request.
- 4.5 You shall also pay such additional premium for revival of the Policy as is determined by Us in accordance with Our Board approved Underwriting Policy.
- 4.6 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 Board approved underwriting policy, as applicable from time to time.
- 4.7 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.

**5. Surrender Value**

No Surrender Value is payable under this Policy.

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**Part E:**

1. Applicable Charges

Not applicable to the Policy

2. Fund Options

Not applicable to the Policy

3. Fund Name

Not applicable to the Policy

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## Part F:

### General Terms & Conditions

#### 1. Agent's Authority

An insurance agent is not authorised to amend the Policy; accept any notice; accept cash or bearer cheque on our behalf.

#### 2. Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time.

A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 1

#### 3. Procedure for Payment of Claims

Before paying the Health Insurance Benefit we need to evaluate the claim. Accordingly, the Claimant will need to furnish the following details/documents to our satisfaction:

- 3.1 Receipt of notification of claim.
- 3.2 Completed and signed claim form (including NEFT details and bank account proof as specified in the claim form).
- 3.3 Medical Report confirming the occurrence of the Insured Event which is acceptable to us.
- 3.4 All laboratory and pathology tests conducted such as blood reports and all investigative tests such as X-Ray, scans and MRI.
- 3.5 Declaration by the attending physician on the Insured's current state of health.
- 3.6 Valid identification and address proof of the Claimant.
- 3.7 In the event the Insured dies after the Survival Period, then in addition to above documents Claimant also needs to submit to us original or certified copy of the death certificate issued by the municipal authorities.
- 3.8 FATCA/CRS form as per the prevailing regulations
- 3.9 Any other documents or information as

may be requested by us to investigate the claim.

The above documents should be received by us within ninety days of the Insured Event. We may condone the delay beyond 90 days if the Claimant proves to our satisfaction that the delay was for reasons beyond his control.

Subject to applicable laws, if we are unable to process the claim within thirty days from the date of acceptance of the claim then we shall be liable to pay the Claimant an interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is received by us.

#### 4. Entire Contract

This Policy constitutes the entire 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 IRDA of India.

#### 5. Cancellation

This policy would be cancelled, and no claim or refund would be due to you if:

- 5.1 you have not correctly disclosed details about current and past health status; or
- 5.2 have otherwise encouraged or participated in any fraudulent claim under the policy.

#### 6. Governing Law

This Policy shall be governed by Indian laws. Any disputes or differences arising out of or under this Policy shall be subject to the jurisdiction of Indian Courts.

#### 7. Loss of Policy Document

- 7.1. In case of loss or destruction of this Policy



Document, please write to us. We will issue a duplicate Policy Document upon receipt of an affidavit and indemnity bond along with nominal fee prescribed by us.

7.2. Please note that the Free Look clause shall not be applicable with respect to such duplicate Policy Document and with the issuance of the duplicate Policy document the original shall cease to have any legal effect.

#### **8. Acceptance of instructions**

We will not act upon any instruction; request or notice from you until supporting information and documentation required by us has been received by us.

#### **9. Notices & Correspondence**

9.1. All notices and correspondence should be sent in writing to our address specified in the Schedule or at any of our branch offices.

9.2. We will send you the Policy Document and any other correspondence relating to servicing or administration of the Policy through speed post or courier or any other legally recognized mode of communication (including e-mail), at the address and registered email id provided in the Schedule. you or your Claimant must inform us of change in address (including any change in registered email id), failing which we will continue to correspond at the last recorded address and shall not be held liable in any manner for any losses or damages suffered by you or your Claimant due to the above.

#### **10. Nomination should be in accordance with provisions of Sec 39 of the Insurance Act 1938 as amended from time to time.**

A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 2

#### **11. Taxation**

11.1. You need to pay all applicable taxes, over and above the Premium, fees and charges payable by you.

11.2. We will deduct any applicable taxes, , as may be in force from time to time from any amounts payable by us to you. We do not offer any tax advice or consultancy and you are advised to seek the opinion from your tax advisor in relation to the applicable tax benefits and liabilities. 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.

#### **12. Termination**

This Policy will immediately terminate on the earliest of:

- 12.1. on exhaustion of the Health Insurance Benefit as per the Cover Option reflected in the Schedule ; or
- 12.2. on the death of the Insured(s); or
- 12.3. on the expiry of the Revival Period; or
- 12.4. on the Maturity Date; or
- 12.5. on Free-Look cancellation of Policy; or
- 12.6. Cancellation of Policy as per Article 5 of Part F.

#### **13. Age**

We have calculated the Premium under the Policy basis the Age of Insured as declared in the Proposal Form. If at any time during the Policy Term the age of Insured is found to be higher than the age declared, we reserve the right to cancel the Policy. However, upon your specific written request, we may consider continuing the Policy at revised terms, which may include enhanced Premium and/or reduced benefits payable under the Policy. If the age of the Insured is found to be is such that he is not eligible for the Policy we shall cancel the Policy.

#### **14. Territorial Limits and Currency**

All premium, applicable taxes and benefits are payable only within India and in Indian Rupees.

## PART G

### Grievance Redressal Mechanism

For any query, complaint or grievance You can:

- a) Call at 1800-103-7766 / 1800-180-2266 or E-mail: [complaints@avivaindia.com](mailto:complaints@avivaindia.com)
- b) Approach any of Our branch offices or contact Our customer services group at the Head Office at Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF- Phase V, Sector-43, Gurgaon-122003 (Haryana).

If You do not receive any response within 10 days or are not satisfied with the response, You may contact Complaint Redressal Officer (CRO) at

- a) Head Office; or
- b) Call at 0-124-2709046, or
- c) Email: [cro@avivaindia.com](mailto:cro@avivaindia.com)

If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Cell of the IRDAI on the following contact details:

IRDA of India Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register Your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper- Consumer Affairs Department, Insurance Regulatory and Development Authority of India, 9th floor, United India Towers, Basheerbagh Hyderabad – 500 029, Andhra Pradesh, Fax No: 91- 40 – 6678 9768”

Alternatively, You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDA of India’s website [www.irda.gov.in](http://www.irda.gov.in), if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy;
- Delay in settlement of a claim;
- Dispute with regard to the premium; or
- Non-receipt of Your insurance document.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant. As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Insurance Ombudsman can be made:

- Only if the grievance has been rejected by Our Grievance Redressal Machinery;
- Within a period of one year from the date of rejection by Us; and
- If it is not simultaneously under any litigation.

#### Office of the Governing Body of Insurance Council

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI -400021.

Tel:- 022-26106245/ 022-26106980, Fax:- 022-26106949, E mail: [inscouncil@gmail.com](mailto:inscouncil@gmail.com)

#### **List of Insurance Ombudsman**

S.No	Office of the Ombudsman	Contact Details	Areas of Jurisdiction
1.	AHMEDABAD	2nd Floor, Shree Jayshree Ambica Chambers, Near C.U. ShahCollege, 5, Navyug Colony, Ashram Road, Ahmedabad- 380014 Tel: 079-27546150/139, Fax: 079 - 27546 142	Gujarat, UT of Dadra & Haveli, Daman and Diu

		E-Mail: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	
2.	<b>BENGALURU</b>	Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	Karnataka
3.	<b>BHOPAL</b>	Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel, Near New Market, Bhopal (M.P) – 462023; Tel: 0755-2769200/201/202, Fax: 0755 - 27 692 03; E- Mail: <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
4.	<b>BHUBANESHWAR</b>	62, Forest Park, Bhubaneshwar - 751009 Tel: 0674 - 259 6455, Fax: 0674 - 259 6429 E-Mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
5.	<b>CHANDIGARH</b>	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017 Tel: 0172-2706196; E-Mail: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a> 6468, Fax: 0172 - 270 8274	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
6.	<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, <b>CHENNAI</b> - 600018 Tel: 044 – 24333/678/668/664, , Fax: 044 - 24333664 E-Mail: <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a>	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)
7.	<b>NEW DELHI</b>	2/2 A, 1st Floor, Universal Insurance, Bldg, Asaf Ali, <b>NEW DELHI</b> - 110002 Tel: 011 - 23239611/7539/7532, Fax: 011 - 23230858 E-Mail: <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>	Delhi & Rajasthan
8.	<b>ERNAKULAM</b>	2 <sup>nd</sup> Floor, CC 27/2603, Pulinat, Building, Opp Cochin Shipyards, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358734/759/9338, Fax: 0484 - 2359336 E-Mail: <a href="mailto:jokochi@asianetindia.com">jokochi@asianetindia.com</a>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
9.	<b>GUWAHATI</b>	“Jeevan Nivesh”, 5th Floor, Near, Panbazar Overbridge, SS Road, <b>GUWAHATI</b> - 781001 Tel: 0361 - 2132204/5, 2131307 Fax: 0361 - 2732937 E-Mail: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura
10.	<b>HYDERABAD</b>	Door No. 6,2-46, 'Moin Court', Flat #101, 1st Floor, Lane Opp. Saleem Function, A.C. Guards, Lakdi Ka Pool, <b>HYDERABAD</b> - 500004 Tel: 040-23325325/23312122, Fax: 040 - 23376599 E-Mail: <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
11.	<b>JAIPUR</b>	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a>	Rajasthan
12.	<b>KOLKATA</b>	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, <b>KOLKATA</b> - 700 072 Tel: 033-22124346/22124339, Fax: 033 - 22124341 E-Mail: <a href="mailto:insombudsmankolkata@gmail.com">insombudsmankolkata@gmail.com</a>	West Bengal, Bihar, Jharkhand & UT of Andaman and Nicobar Islands, Sikkim
13.	<b>LUCKNOW</b>	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow
14.	<b>MUMBAI</b>	3rd Floor, Jeevan Sewa Annexe (Above MTNL), S.V. Road, Santa Cruz (W), <b>MUMBAI</b> - Tel: 022 – 26106928/360/6552/6960, Fax: 022 -	Maharashtra, Goa

		26106052 E-Mail: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	
15.	<b>NOIDA</b>	4 <sup>th</sup> Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Noida- 20130 Ten No: 120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazia bad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16.	<b>PUNE</b>	Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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## Annexure 1

### Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014. The extant provisions in this regard are as follows:

- 1 This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2 An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- 3 The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 4 The assignment must be signed by the transferor or assignor or duly authorize agent and attested by at least one witness.
- 5 The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6 Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7 On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8 If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 9 The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
- 10 Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11 In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12 The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13 Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment; or
  - b. where the transfer or assignment is made upon condition that
    - I. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured; OR
    - II. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- 14 In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and may institute any proceedings in relation to the policy
  - b. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15 Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014 shall not be affected by this section.

***[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act ,2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Laws (Amendment) Act ,2015 Gazette Notification dated March 23 , 2015 for complete and accurate details. ]***

## Annexure- 2

### Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014. The extant provisions in this regard are as follows:

- 1 The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2 Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 3 Nomination can be made at any time before the maturity of the policy.
- 4 Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5 Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6 A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7 Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8 On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 9 A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10 The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11 In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12 In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13 Where the policyholder whose life is insured nominates his
  - a. parents or b. spouse or c. children or d. spouse and children e. or any of them
 the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- 14 If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15 The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014.
- 16 If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17 The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

**[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act ,2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Laws (Amendment) Act ,2015 Gazette Notification dated March 23 , 2015 for complete and accurate details. ]**