

**PART A**

Policy Document

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.- 2222222222222222  
Home No.- 333333333333

Policy No.: \_\_\_\_\_ /Client ID: \_\_\_\_\_

[Bar Code]

Dear Mr. XYZ ABC,

The Policy Document provides everything You need to know about Your life insurance Policy and is enclosed herewith. A copy of Your Proposal Form and associated documents are also included with Your Policy Document. This Policy also covers war and war-like situations. Please read this Policy Document carefully and if You have any queries or notice any errors, please contact Us immediately. We advise You to keep this Policy Document somewhere safe and inform Your Nominee of the same.

The Policy Document contains information of Your premium payment. Please ensure timely payment requisite premium to enjoy complete benefits of Policy.

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

You may cancel the Policy within fifteen days of receipt of this Policy Document (thirty days if the Policy has been solicited through distance marketing).

If You wish to cancel the Policy, please send a letter marked to "Customer Services" at the address given below stating reasons for cancellation along with the original Policy Document and premium receipt.

Once we receive the documents stated above, We will refund the premium received (without interest) after deducting proportionate risk premium for the period of cover and expenses incurred on medical examination (if any) and stamp duty charges.

We look forward to a long and healthy association with You.

Yours Sincerely,

*Please contact us at the address below:*

*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/customerservices@avivaindia.com*

**Policy Preamble**

This Policy Document is evidence of a contract of insurance between You and Us. Insurance has been provided to You on the basis of Your Proposal Form and We will provide benefits to You according to the terms and conditions of the Policy.

**2. Policy Schedule**

**SCHEDULE**

This Schedule forms a very important part of the Policy and should be read along with the terms and conditions of the Policy.

<b>1. Policy Details</b>	
Policy Number:	
Plan Name:	Aviva Income Suraksha
UIN:	122N133V01
Plan Type:	An Individual Non-Linked, Non-participating Savings Life Insurance Plan
Plan Code:	
Policy Classification:	
<b>2. Policyholder Details</b>	<b>3. Insured Details</b>
Name:	Name:
Date of birth:	Date of birth:
Age:	Age:
Sex:	Sex:
Identity proof:	Identity proof:
Address:	Address:
Contact Number(s):	Contact Number(s):
Relationship with the Insured:	Whether Age admitted: (Yes/No)
<b>4. Insurance Details</b>	
Premium	Rs
Extra premium* (if any)	Rs
Applicable tax amount**	Rs
Annualized Premium***	Rs
Total amount payable (includes applicable tax + extra premium)	Rs
Premium frequency	
Total number of Premiums to be paid	
Due date for payment of last Premium	
Premium Payment Term	
Deferment Period	
Policy Term ( Premium Payment Term + Deferment Period)	
Risk Commencement Date	
Payout Period	
Maturity Date	
Death Benefit payable over Payout Period	Rs.
Regular Monthly Income payable on death	Rs.
Maturity Benefit payable over Payout Period	Rs.
Regular Monthly Income payable on maturity	Rs.
Guaranteed Terminal Benefit	Rs.

\*Extra premium shall be charged basis Our underwriting policy and is subject to your prior consent.

\*\*Applicable taxes will be payable by You at the prevailing rates. Tax laws are subject to change and You will be responsible to pay any new or additional tax/levy or any changed amount of tax/cess being made applicable/ imposed on the premium by a competent authority.

\*\*\* Annualized Premium excludes extra premium, rider premium, loading for modal premiums and taxes, if any.

**5. 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 the Nominee is a minor)**

**Appointee:**

Name:

Address:

**Beneficiaries in case of insurance under the Married Women’s Property Act, 1874**

<b>Beneficiary 1</b>	<b>Beneficiary 2</b>	<b>Beneficiary 3</b>
Name:	Name:	Name:
Percentage:	Percentage:	Percentage:
Address:	Address:	Address:
<b>Trustee 1</b>	<b>Trustee 2</b>	<b>Trustee 3</b>
Name:	Name:	Name:
Address:	Address:	Address:

**6. Any Special Conditions:**

**7. Endorsements, if any:**

**8. Intermediary Details:**

Name of the Intermediary:  
 Intermediary License No.:  
 Intermediary Code:  
 Address:  
 Telephone No.:  
 Mobile No.:  
 Email:

**Note:** There is no rider attached with this Policy.

If You notice any mistake in the information above, please return the Policy Document to us for necessary corrections.

**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

### Policy Document

#### A. Definitions

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

1. **Age** means age at last birthday as specified in the Schedule.
2. **Annualized Premium** means the amount of Premium payable over one Policy Year, as specified in the Schedule excluding any extra premium, rider premium, loading for modal premiums or applicable taxes, if any.
3. **Appointee** means the person named as such in the Schedule and as mentioned in Section 39 of the Insurance Act, 1938, as amended from time to time, to receive the Death Benefit and give a valid discharge to Us on behalf of the Nominee in the event of death of the Insured when the Nominee is less than Age 18.
4. **Claimant** shall mean the policyholder if he is different from the Insured or the Nominee or assignee; and where there is no assignment or nomination in existence, the legal heir/s of the Policyholder as the case may be.
5. **Death Benefit** means the amount which is payable in accordance with Part C.
6. **Deferment Period** means the period between the Premium Payment Term and the Policy Term as chosen by You and which is also mentioned in the Schedule. The insurance cover will remain in force during the Deferment Period.
7. **Grace Period** means the time granted by Us from the due date for the payment of Premium, without any penalty or late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the Policy. The Grace Period for payment of the premium shall be a period of fifteen (15) days if the premium frequency is monthly and thirty (30) days if the premium frequency is annual, commencing from the date on which such Premium was due.
8. **Guaranteed Terminal Benefit** means the amount specified in the Schedule and which calculated in accordance with Part C. Guaranteed Terminal Benefit will be payable as a single bullet payment along with the last installment of Death or Maturity Benefit (as applicable).
9. **Insured** means the person named as the insured in the Schedule on whose life this Policy is affected.
10. **Insured Event** means the Insured's death during the term of the Policy.
11. **IRDA of India or IRDAI** means Insurance Regulatory and Development Authority of India established under the IRDA Act, 1999, as amended from time to time.
12. **Maturity Benefit** means the amount payable in accordance with Part C.
13. **Maturity Date** means the date on which the insurance cover expires, as specified in the Schedule.
14. **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 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:
  - i. 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;
  - ii. You or the Insured
15. **Nominee** means the person named in the Policy Schedule who has been nominated by the Insured in accordance with Section 39 of the Insurance Act, 1938, as amended from time to time to receive benefits in respect of this Policy.
16. **Paid-up** means the status of the Policy if Premium for a minimum of two (2) Policy Years has been paid, and the next due Premium is not received during the Grace Period.
17. **Payout Period** means the period, as mentioned in the Schedule, during which the Death or Maturity Benefit (as applicable) is payable by Us.
18. **Policy** means the contract of insurance entered into between You and Us as evidenced by this Policy Document.
19. **Policy Document** means the arrangements established by this Policy and includes the Proposal Form, Schedule,

annexure and any additional statements or documents provided to Us by You in relation to the Proposal Form and any endorsements issued by Us.

20. **Policy Term** means the sum of the Premium Payment Term and the Deferment Period, as mentioned in the Schedule.
21. **Policy Year** means a period of twelve (12) months i.e three hundred and sixty five (365) calendar days commencing on the Risk Commencement Date.
22. **Premium** means the amount as specified in the Schedule (excluding any amount paid as extra premium and taxes, if any) payable by You during the Premium Payment Term, on an annual or monthly frequency, as chosen by You.
23. **Premium Payment Term** means the period specified in the Schedule during which Premium is payable.
24. **Proposal Form** means the complete and dated proposal form submitted by You to Us, including any declarations and statements submitted to Us in connection with the proposal for obtaining insurance cover under this Policy.
25. **Regular Monthly Income** means the benefit as specified in the Policy Schedule to be paid by Us on a monthly frequency in the event of maturity or death in accordance with Part C.
26. **Revival Period** means a period of five (5) years commencing from the date of the first unpaid Premium.
27. **Risk Commencement Date** means the date on which the risk under this Policy commences, as specified in the Schedule.
28. **Schedule** means the schedule (including any annexure/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.
29. **Surrender Value** means the amount payable, if any, on the surrender of the Policy in accordance with Part D.
30. Total Premium means the total of all the Premiums received, excluding any extra premium, rider premium and taxes, if any.
31. **We, Our or Us** means the Aviva Life Insurance Company India Limited.
32. **You or Your** means the Policyholder named in the Schedule who has concluded this Policy with Us.

**B. Policy Interpretation**

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.

**PART C**  
Policy Document

**Policy Benefits**

**1. Maturity Benefit**

Provided all the due Premiums have been received by Us, the Claimant will receive the following amounts as Maturity Benefit at the end of Policy Term:

- 1.1 Regular Monthly Income payable on maturity (as specified in the Policy Schedule) will be payable over the Payout Period. The first installment of Regular Monthly Income is payable on Maturity Date and the remaining installments thereof shall be payable on each subsequent monthly anniversary of the Maturity Date during the Payout Period; and
- 1.2 Guaranteed Terminal Benefit as specified in the Schedule, which will be payable by Us along with the last installment of the Maturity Benefit.

**2. Death Benefit**

Upon the occurrence of the Insured Event and provided that all due Premiums have been received by Us till date of Insured Event, the Claimant shall receive the Death Benefit in the following manner:

- 2.1 Regular Monthly Income payable on death (as specified in the Schedule) will be payable over the Payout Period. The first installment of the Regular Monthly Income would be paid at the time of the Insured Event (subject to the admission of claim by Us) and the remaining installments of the Regular Monthly Income shall be paid on each subsequent monthly anniversary of the Insured Event during the Payout Period; and
- 2.2 Guaranteed Terminal Benefit as specified in the Policy Schedule which will be payable by Us along with the last installment of the Death Benefit.

Death Benefit will be calculated as the highest of the following amounts:

- Ten times of the Annualized Premium; or
- 105% of the Total Premium received as on the date of Insured Event; or
- Maturity Benefit; or
- An absolute amount assured to be payable on death.

**3. Guaranteed Terminal Benefit**

3.1 We shall pay the Guaranteed Terminal Benefit as stipulated in the Schedule. The Guaranteed Terminal Benefit shall be as calculated as per the below table and shall be payable as a single bullet payment along with the last payout of Death or Maturity Benefit, as applicable:

In case the Entry Age of the Life Insured is	Guaranteed Terminal Benefit	
	If the Annualized Premium <= Rs. 50,000	If the Annualized Premium > Rs. 50,000
18 years - 30 years	50% of the amount received by Us as one Annualized Premium	70% of the amount received by Us as one Annualized Premium
31 years - 35 Years	40% of the amount received by Us as one Annualized Premium	65% of the amount received by Us as one Annualized Premium
36 years – 40 Years	35% of the amount received by Us as one Annualized Premium	50% of the amount received by Us as one Annualized Premium
41 years- 45 Years	10% of the amount received by Us as one Annualized Premium	20% of the amount received by Us as one Annualized Premium
46 years – 48 Years	2% of the amount received by Us as one Annualized Premium	4% of the amount received by Us as one Annualized Premium

In case your Policy becomes Paid Up, You will receive the proportionate Guaranteed Terminal Benefit which shall be equivalent of total number of Premiums paid divided by total number of Premiums payable under the Policy and multiplied by Guaranteed Terminal Benefit as per the table above.

#### 4. **Grace Period**

If We do not receive the Premium in full on the due date then We shall allow a Grace Period (a period of fifteen (15) days if the premium frequency is monthly and thirty (30) days if the premium frequency is annual, commencing from the date on which such Premium was due )for You to pay the unpaid Premium to Us. If the Insured Event occurs during this Grace Period, We will pay the Death Benefit (which is inclusive of Guaranteed Terminal Benefit) after deducting due Premium, if any, for the relevant Policy Year.

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## **PART D**

### **Policy Document**

#### **1. Free Look**

You have the right to review the terms and conditions of this Policy within the free look period which is fifteen (15) days from the date of receipt of the Policy Document (thirty (30) days in case of policies obtained through distance mode). If You disagree with any of the terms or conditions, You may return the Policy stating the reasons for Your objection.

If You return the Policy for cancellation during the free look period, We will refund the Premium received (without interest) after deducting the expenses incurred by Us on medical examination( if any) proportionate risk premium for the period on cover and stamp duty charges.

#### **2. Payment of Premium**

2.1 Premium shall be paid by You to Us as per the frequency specified in the Schedule.

2.2 If We do not receive the Premium in full on the due date then We shall allow a Grace Period (a period of fifteen (15) days if the premium frequency is monthly and thirty (30) days if the premium frequency is annual, commencing from the date on which such Premium was due) for You to pay the unpaid Premium to Us. If the Insured Event occurs during this Grace Period, We will pay the Death Benefit after deducting any outstanding Premium that would otherwise have been payable during the Policy Year in which the Insured Event occurred.

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

2.3.1 If the default in payment of Premium occurs before We have received Premiums for at least two (02) Policy Years then:

2.3.1.1 The Policy shall immediately and automatically lapse on the expiry of the Grace Period.

2.3.1.2 If You do not revive the Policy within the Revival Period then the Policy shall automatically terminate and We will pay 50% of Premium received by Us.

2.3.1.3 If the Insured Event occurs after the Policy has lapsed and before the Policy has been revived:

a. We will pay an amount equal to the sum of all Premiums received and the Policy shall terminate; and

b. We shall not be liable to make any other payment.

2.3.2 If the default in payment of Premium occurs after We have received Premiums for at least two (2) Policy Years then the Policy shall automatically become Paid up after the expiry of the Grace Period and the Policy will acquire a Paid-up benefit which shall be inclusive of Guaranteed Terminal Benefit and which shall be calculated as follows:

2.3.2.1 Upon the occurrence of Insured Event the paid-up death benefit shall be equivalent of the total number of Premiums paid divided by total number of Premiums payable under the Policy and multiplied by Death Benefit.

The first proportionate Regular Monthly Income payable on death would be paid at the time of claim settlement subject to the admission of claim by Us and the remaining regular installments shall be paid on each subsequent monthly death anniversary of the Insured during the Payout Period; and

2.3.2.2 If the Insured survives till the end of Policy Term and the Policy is Paid-up, then the paid-up Maturity Benefit shall be equivalent of total number of Premiums paid divided by total number of Premiums payable under the Policy and multiplied by Maturity Benefit.

The first proportionate Regular Monthly Income payable on maturity would be paid at the time of maturity of the Policy and the remaining regular installments shall be paid on each subsequent monthly anniversary during the Payout Period;



### 3. Revival

If the Policy has lapsed You may give Us written notice to revive the Policy before the expiry of the Revival Period of five (5) years. You understand and agree that the revival of the Policy shall be subject to You complying with the following requirements:

- 3.1 Along with the written notice for revival, You shall pay the due Premiums (along with extra premium, if any together with interest payment of 9% per annum compounded monthly for the period from the unpaid Premium due date to the date of revival and a revival fee of Rupees Two Hundred and Fifty, the entire amount shall be subject to applicable taxes.
- 3.2 The Insured shall submit to the medical examination or special tests specified by Us.
- 3.3 The Insured shall submit proof of continued insurability to Our satisfaction per Our Board approved underwriting policy.
- 3.4 You shall also provide Us with all information and documentation We request.
- 3.5 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.
- 3.6 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. Surrender Value

- 4.1 If We have received the due Premium for at least the first two (2) Policy Years, the Policy may be surrendered by You by giving Us written notice requesting the same and We will pay a Surrender Value, which will be the higher of the guaranteed surrender value or the special surrender value which will be calculated as follows:

- 4.1.1 The guaranteed surrender value shall be equivalent of guaranteed surrender value factor which is a percentage of Total Premium received by Us and as mentioned in the table below:

Guaranteed surrender value factors as percentage of Total Premium received by Us						
Policy Year of Surrender	Premium Payment Term= 10 Year			Premium Payment Term=12 Year		
	Deferment Period			Deferment Period		
	0	3	5	0	3	5
1	-	-	-	-	-	-
2	50%	50%	50%	50%	50%	50%
3	50%	50%	50%	50%	50%	50%
4	50%	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%	50%
6	50%	50%	50%	50%	50%	50%
7	50%	50%	50%	50%	50%	50%
8	65%	55%	55%	60%	50%	50%
9	90%	60%	60%	70%	50%	50%
10	90%	68%	65%	80%	55%	55%
11		78%	70%	90%	65%	60%
12		90%	75%	95%	75%	68%
13		90%	80%		80%	70%

Guaranteed surrender value factors as percentage of Total Premium received by Us						
Policy Year of Surrender	Premium Payment Term= 10 Year			Premium Payment Term=12 Year		
	Deferment Period			Deferment Period		
	0	3	5	0	3	5
14			90%		90%	75%
15			90%		90%	80%
16						90%
17						90%

Illustration : Suppose You buy Aviva Income Suraksha plan with an Annualized Premium of INR 100000/- , Premium Payment Term of ten (10) years and Deferment Period of three (3) years. If You wish to surrender your Policy in the third year i.e after paying three Annualized Premium's aggregating to INR 300,000/-. Your guaranteed surrender value will be 50% of INR 300000 i.e INR 1,50,000/-

4.1.2 The special surrender value shall be equivalent of special surrender value factor which is expressed as a percentage of Paid up Maturity Benefit. The term Paid up Maturity Benefit is as mentioned in Clause 2.3.2.2 in this Part D of the Policy Document.

We will apply the special surrender value factors as decided by Us from time to time after the prior approval of IRDAI.

4.2 Before making a request for surrender, You may approach Our nearest branch office to obtain information on the applicable Surrender Value and/or applicable special surrender value factor in respect of the Policy.

4.3 Once a Policy has been surrendered it shall not be revived.

## 5. Commencement of Risk

The risk under the Policy on the life of the Insured shall commence immediately on the Risk Commencement Date.

**PART E**

Policy Document

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**  
Policy Document

**General Terms & Conditions**

**1. Agent's Authority**

- 1.1. The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- 1.2. No insurance agent is authorised to amend the Policy 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.

**2. Death/Maturity Claim Procedure**

- 2.1 Upon the occurrence of Insured Event during the Policy Term the death claim will be payable to the Claimant provided that We are in receipt of a written notice within ninety (90) days of such occurrence during the Policy Term. We may condone the delay beyond ninety days and accept the claim if We are given reasons in writing for the delay which in Our view are reasonable.
- 2.2 Upon the death of the Insured during the Policy Term the Claimant should contact us along with the following documents in order to enable Us establish the facts and circumstances relating to Insured's death and/or Our liability in respect of it. The following includes but is not limited to:
  - 2.2.1 Original or certified copy of the death certificate issued by the municipal authorities.
  - 2.2.2 Original Policy Document.
  - 2.2.3 Our claim form duly completed, signed by the claimant and attested by the authorities as mentioned in the claim form.
  - 2.2.4 Last medical attendant/ Medical Practitioner's report, if applicable.
  - 2.2.5 Employer's questionnaire, if applicable.
  - 2.2.6 Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years, if any.
  - 2.2.7 Identification proof of the Nominee and Appointee (if applicable) issued by a governmental authority.
  - 2.2.8 Address proof of the claimant for the address mentioned in the claim form.
  - 2.2.9 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), and Final Police Inquest Report (FPIR).
    - b. Newspaper articles/ cutting, if any.
  - 2.2.10 Any other document or information as may be reasonably required by Us.
- 2.3 For payment of the Maturity Benefit (if applicable), you must provide us , including but not limited to, the following information and/ or documentation, or such other documents that We may request:
  - 2.3.1 Original Policy Document.
  - 2.3.2 Payout form duly filled in by You and/or the assignee, if any.
  - 2.3.3 Your and/or the assignee's (if any) identification proof issued by a governmental authority.
  - 2.3.4 Your and/or the assignee's (if any) address proof.
  - 2.3.5 Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by You and/or the assignee (if any).
- 2.4 In order for Us to establish our liability to pay under a claim, it is mandatory that We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the event giving rise to a claim under the Policy and/or any other benefits payable under the Policy.
- 2.5 We may agree to accept minimum required documents on a case to case basis. In case due to any unnatural or other circumstances which are beyond Claimant's control, if the Claimant is unable to supply any of the above documents, then We may waive requirement of such documents provided We are totally satisfied with the investigation carried out to assess validity of the claim. We are entitled to ask for additional documents or information for the processing of the claim. We may also seek professional/independent assistance for speedy disposal of the claim. You and/or the Nominee/legal heir shall have no objection for Us to obtain any details/information to form an opinion about the claim.

3. **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 or otherwise) but agree not to do so without first having obtained the prior approval of the IRDA of India.

4. **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.

5. **Grace Period and Death during Grace Period**

If the death of the Insured occurs within the Grace Period, the Death Benefit shall be payable in accordance with Part C after deducting the due Premium, if any for the relevant Policy Year, from the Death Benefit amount payable.

6. **Loss of the Policy**

6.1 We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and/or 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 reserve the right to charge a fee not exceeding INR Two Hundred and Fifty for the issuance of a duplicate Policy Document.

6.2 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.

7. **Fraud, Misstatement and Forfeiture**

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time.

A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in **Annexure-1**.

8. **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**.

9. **Assignment should be in accordance with provisions of sec 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 – 3**.

10. **Notices & Correspondence**

10.1 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.

10.2 All notices and correspondence meant for You will be in writing and will be sent by Us to Your address shown in the Schedule through speed post or courier or any other legally recognized mode of communication (including e-mail). Any change of Your address or Your Nominee's address (including any change in registered email id) must be notified to Us, failing which the notices and correspondence will be sent to the last recorded address and hence, We will not take any responsibility of any loss/damage owing to this.

10.3 Any Policy 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.

11. **Suicide**

If the Insured Event occurs due to suicide within twelve (12) months from the Risk Commencement Date or the revival of the Policy, as applicable, then the Nominee or beneficiary, as applicable, shall be entitled to at least 80% of the Total Premiums paid till the date of the Insured Event or the Surrender Value available as on the date of the Insured Event, whichever is higher, provided the Policy is in force

12. **Taxation**

12.1 We shall deduct or charge any applicable taxes or levies, as applicable from time to time, from and/or on the premium payable or fee/charge payable or benefits payable/receivable under the Policy. We shall not be liable for any tax liability on Your and/or Nominee's income. 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. 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.

12.2 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.

13. **Termination**

This Policy will immediately terminate on the earliest of:

- 13.1 The occurrence of the Insured Event and payment of a bonafide claim.
- 13.2 After the payment of the last installment of Maturity Benefit.
- 13.3 On the expiry of the Revival Period, if the lapsed Policy is not revived.
- 13.4 On the payment of Surrender Value.

14. **Territorial Limits & Currency**

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

## PART G

### Policy Document

#### **Grievance Redressal Mechanism**

In case You have any query, complaint or grievance, You can approach any of Our branch offices or contact Our customer services group at the head office at the following address:

Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF- Phase V, Sector- 43, Gurgaon -122003 (Haryana).

Call Our customer services helpline at 1800-103-7766 / 1800-180-2266

E-mail: [complaints@avivaindia.com](mailto:complaints@avivaindia.com)

In case You are not satisfied with the decision of the above office, or have not received any response within 15 days, You may contact the following official for resolution:

Complaint Redressal Officer (CRO): Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF – Phase V, Sector -43, Gurgaon - 122003 (Haryana).

Call our CRO at 0-124-2709046, Email: [cro@avivaindia.com](mailto:cro@avivaindia.com)

If you are not satisfied with the response or do not receive a response from Us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority (IRDA of India) on the following contact details:

IRDA of India Grievance Call Centre (IGCC) TOLL FREE NO: 155255 or 1800 4254732

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:

General Manager

Consumer Affairs Department- Grievance Redressal Cell

Insurance Regulatory and Development Authority of India

Survey No. 115/1, Financial District, Nanakramguda,

Gachibowli, Hyderabad – 500032

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

- a) delay in settlement of claims, beyond the time specified in the regulations by the IRDAI;
- b) any partial or total repudiation of claims by the life insurer;
- c) disputes over premium paid or payable in terms of insurance policy;
- d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- e) legal construction of insurance policies in so far as the dispute relates to claim;
- f) policy servicing related grievances against insurers and their agents and intermediaries;
- g) issuance of life insurance policy which is not in conformity with the proposal form submitted by the proposer;
- h) non-issuance of insurance policy after receipt of premium in life insurance; and
- i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f)

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs and must contain the following information:

- the name and address of the complainant;
- the name of the branch or office of the insurer against whom the complaint is made;
- the facts giving rise to the complaint and supporting documents;
- the nature and extent of the loss caused to the complainant; and
- the relief sought from the Insurance Ombudsman...

As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Insurance Ombudsman can be made only if the complainant makes a written representation to the insurer named in the complaint and;

- either the insurer had rejected the complaint; or
- the complainant had not received any reply within a period of one month after the insurer received his representation; or
- the complainant is not satisfied with the reply given to him by the insurer.

The complaint should be made within one (1) year:

- after the order of the insurer rejecting the representation is received; or
- after receipt of decision of the insurer which is not to the satisfaction of the complainant;
- after expiry of one (1) month from the date of sending the written representation to the insurer to which the insurer has failed to reply.

No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

We have given below the details of the existing offices of the Insurance Ombudsman. You may approach the respective Insurance Ombudsman as per Your location.

We request You to regularly check Our Website [www.avivaindia.com](http://www.avivaindia.com) or the IRDAI's website [www.irdai.gov.in](http://www.irdai.gov.in) for updated contact details of the Insurance Ombudsman

#### List of Insurance Ombudsman

S. No.	Office of the Ombudsman	Contact Details	Areas of Jurisdiction
1.	AHMEDABAD	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, UT of Dadra & Haveli, Daman and Diu
2.	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
3.	BHOPAL	Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P) – 462 003 ; Tel: 0755-2769201/202, Fax: 0755 - 27 692 03; E-Mail: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh & Chhattisgarh
4.	BHUBANESHWAR	62, Forest Park, Bhubaneswar - 751009 Tel: 0674 - 259 6455/61, Fax: 0674 - 259 6429 E-Mail: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
	CHANDIGARH	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017 Tel: 0172-2706196 / 2706468; E-Mail: bimalokpal.chandigarh@ecoi.co.in , Fax: 0172 - 270 8274	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
6.	CHENNAI	Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, Chennai - 600018 Tel: 044 - 24333668 / 24335284 , Fax: 044 - 24333664	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)



		E-Mail: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	
7.	NEW DELHI	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, New Delhi- 110002 Tel: 011 - 23239633 / 23237532, Fax: 011 - 23230858 E-Mail: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi
8.	ERNAKULAM	2nd Floor, PulinatBuilding, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/9338, Fax: 0484 - 2359336 E-Mail: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
9.	GUWAHATI	“Jeevan Nivesh”, 5th Floor, Near, Panbazar Overbridge, SS Road, Guwahati - 781001 Tel: 0361 - 2132204/5Fax: 0361 - 2732937 E-Mail: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura
10.	HYDERABAD	6-2-46, 'Moin Court', 1st Floor, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi Ka Pool, Hyderabad- 500004 Tel: 040-23325325/23312122, Fax: 040 - 23376599 E-Mail: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, and UT of Yanam – a part of the UT of Pondicherry
11.	JAIPUR	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.  Tel.: 0141 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan
12.	KOLKATA	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072 Tel: 033 - 22124339 / 22124340, Fax: 033 - 22124341 E-Mail: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, UT of Andaman and Nicobar Islands, Sikkim
13.	LUCKNOW	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.  Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh :  Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14.	MUMBAI	3rd Floor, Jeevan Seva Annexe (Above MTNL), S.V. Road, Santa Cruz (W), Mumbai - Tel: 022 – 2610/6552/6960, Fax: 022 - 26106052 E-Mail: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15.	NOIDA	4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar,  U.P-201301 Tel No: 0120-2514250/52/53 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	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, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras,

			Kanshiramnagar, Saharanpur
16	PATNA	1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
17	PUNE	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.  Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

**Office of the Governing Body of Insurance Council**

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI -400054.

Tel:- 022 - 26106889 / 671 / 980, Fax:- 022-26106949, E mail: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

SPECIMEN

## Annexure 1 – A Simplified Summary of Section 45 of the Insurance Act, 1938 (Fraud, Misrepresentation and Forfeiture)

1. A life insurance policy cannot be repudiated by an insurer on any ground whatsoever after expiry of three (3) years from:
  - a) the date of issuance of policy; or
  - b) the date of commencement of risk; or
  - c) the date of revival of policy; or
  - d) the date of issuance of a rider to the policy; whichever is later.
  
2. On the ground of 'fraud' (as the term has been described in point 4 below), a life insurance policy may be repudiated by an insurer within three (3) years from:
  - a) the date of issuance of policy; or
  - b) the date of commencement of risk; or
  - c) the date of revival of policy; or
  - d) the date of issuance of a rider to the policy whichever is later.
  
3. If the insurer intends to repudiate a life insurance policy, it has to communicate in writing to the insured or legal representative, as applicable, mentioning the ground and materials on which such decision is based.
  
4. Fraud includes the following acts committed by an insured or by his agent, with the intent to deceive the insurer or to induce issuance of a life insurance policy:
  - a) suggestion of a fact which is not true and which the insured does not believe to be true;
  - b) active concealment of a fact by the insured having knowledge or belief of the fact;
  - c) any other act fitted to deceive; and
  - d) any such act or omission as the law specifically declares to be fraudulent.

Mere silence is not fraud, unless under the given circumstances it is the duty of the insured or his agent to speak.
  
5. An insurer cannot repudiate a life insurance policy on the ground of fraud, if the Insured /beneficiary can prove that:
  - a) the misstatement/suppression of a material fact was true to the best of his knowledge;
  - b) there was no deliberate intention to suppress the fact; or
  - c) such misstatement/suppression of a material fact was within the insurer's knowledge. The onus of disproving fraud is upon the beneficiaries if the policyholder is not alive.
  
6. A life insurance policy can be repudiated within three (3) years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued.
  
7. If repudiation is on the ground of misstatement and not on fraud, the insurer shall refund the premium collected to the insured or legal representative or nominee or assignees, within a period of ninety (90) days from the date of repudiation.
  
8. However, the insurer can call for proof of age at any time if it is entitled to do so and the policy will not be considered to be repudiated merely because the terms of the policy are adjusted on subsequent proof of age of life insured.

***[Disclaimer: This is only a simplified version of Section 45 of the Insurance Act, 1938 prepared for general information. You are advised to refer to the Insurance Act, 1938 as amended by the Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]***

## Annexure 2 – A Simplified Summary of Section 39 of the Insurance Act, 1938 (Nomination)

1. The policyholder of a life insurance policy covering his own life may nominate person(s) to whom the policy benefits will be paid upon his death.
2. If the nominee is a minor, the policyholder may appoint a person to receive the policy benefits during the minority of the nominee.
3. A nomination can be made at any time before the policy matures. Nomination may be incorporated in the policy or may be endorsed on the policy communicated to the insured and can be registered by the insurer in the records relating to the policy.
4. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a will, as the case may be. A written notice in writing of change or cancellation of nomination must be delivered to the insurer. Otherwise, the insurer will not be liable if a payment is made to the nominee named in the policy document or the insurer's records.
5. On receipt of notice along with the prescribed fee, the insurer should grant a written acknowledgement to the policyholder regarding registration of a nomination or cancellation or change of nominee.
6. A transfer or assignment as per Section 38 of the Insurance Act, 1938 shall automatically cancel the nomination, unless assignment is made to the insurer or other transferee or assignee for the purpose of a loan. In such a case of assignment for the purpose of a loan, the nomination will not get cancelled, but the nominee's rights will be affected to the extent of the insurer's or transferee's or assignee's interest in the policy. The nomination will be revived on repayment of the loan.
7. The right of any creditor to be paid out of the proceeds of any life insurance policy will not be affected by the nomination.
8. In case of nomination by policyholder whose life is insured, if the nominee(s) dies before the policyholder, the policy benefits are payable to the policyholder or his heirs or legal representatives or holder of succession certificate.
9. If nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
10. If the nominee is a parent, spouse or child of the policyholder whose life is insured and such nominee dies after the policyholder but before his share of the policy benefits is paid, then, such share shall be paid to the heirs or legal representative of the nominee or holder of succession certificate of such nominee.
11. If policyholder dies after maturity but the policy benefits have not been paid to him because of his death, his nominee shall be entitled to the policy benefits.
12. The provisions of Section 39 are not applicable to any life insurance policy to which the Married Women's Property Act, 1874 applies or has at any time applied. Where nomination is intended to be made to spouse and/or children under the aforesaid legislation, it should be specified on the policy.

***[Disclaimer: This is only a simplified version of Section 39 of the Insurance Act, 1938 prepared for general information. You are advised to refer to the Insurance Act, 1938 as amended by the Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]***

### Annexure 3 – A Simplified Summary of Section 38 of the Insurance Act, 1938 (Assignment and Transfer)

1. This policy may be transferred or assigned, wholly or in part, with or without consideration. Such assignment or transfer may be made by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
2. The instrument of assignment should indicate:
  - a) the fact of transfer or assignment;
  - b) the reasons for the same;
  - c) antecedents of the assignee;
  - d) the terms on which assignment/transfer is made.
3. The assignment must be signed by the transferor or assignor or their duly authorized agent and attested by at least one witness. Unless the following is delivered to the insurer, the insurer may not act upon the transfer or assignment:
  - a) a written notice of the transfer/ assignment; and
  - b) either the endorsement or instrument itself or its copy certified to be correct by both transferor and transferee or their duly authorised agents.
4. On receipt of notice along with the prescribed fee, the insurer shall issue written acknowledgement. Such acknowledgment will be conclusive evidence against the insurer of duly receiving the notice.
5. 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.
6. 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 policyholder's interest; or
  - c) not in public interest; or
  - d) is for the purpose of trading of the insurance policy.
7. Before refusing to act upon a notice of transfer or assignment, the insurer should communicate the reasons for doing so in writing to policyholder within thirty (30) days from the policyholder giving the notice. Any person aggrieved by such refusal may prefer a claim to the IRDAI within thirty (30) days of receipt of the refusal letter from the insurer. 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 IRDAI.
8. 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 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 the insured surviving the term of the policy.
9. Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy.

In other cases, the insurer shall, subject to terms of assignment, recognize the transferee or assignee 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;
- b) may institute any proceedings in relation to the policy; and
- c) obtain loan under the policy or surrender the policy.

***[Disclaimer: This is only a simplified version of Section 38 of the Insurance Act, 1938 prepared for general information. You are advised to refer to the Insurance Act, 1938 as amended by the Insurance Laws (Amendment) Act, 2015 for complete and accurate details***