

**Aviva Group Credit Life  
Group Non-Linked, Non- Participating Pure Risk Life Insurance Plan**

**Part A**

CIN-U66010DL2000PLC107880

**UIN:** 122N116V01

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

Mr. XYZ ABC  
ABC Company Scheme  
Address Line 1  
Address Line 2  
State  
PIN

**Subject: Aviva Group Credit Life/Master Policy Number:** \_\_\_\_\_ **/Client ID:**

Dear Customer,

Thank you for choosing Aviva Life Insurance Company India Limited.

The Master Policy Document explains the benefits to Members and terms and conditions of the Master Policy. The same is enclosed herewith for Your information and reference

Please review the documents carefully. If you have any queries please contact you Relationship Manager or Customer Services at any of our branch (es) or email us at: group.services@avivaindia.com or call us at 1800-103-7766. .

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

If You are dissatisfied with the Master Policy 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 fifteen (15) days (30 days in case Policy is issued through distance marketing mode) of receipt of this Policy Document stating reasons for cancellation. On receipt of the afore-mentioned documents, We will refund the Premium (without interest) received, after deducting expenses incurred on medicals, if any, proportionate risk premium for the period of cover and stamp duty charges.

Yours Sincerely

Name

Designation

*Address: The Customer Service Group  
Aviva Life Insurance Company India Ltd.  
401-A, 4th Floor, Block A, DLF Cyber Park,  
Sector 20, NH-8, Gurugram , Haryana - 122 016*

Intermediary Name:

Intermediary Code:

Intermediary Telephone No.:

Intermediary Email:

Intermediary License No.

Intermediary Mobile No:

## 2. Policy Preamble

This Master Policy Document evidences the contract of insurance between You and Us. Your Proposal Form is the basis of the insurance provided by Us. We will provide the benefits set out in this Master Policy subject to its terms and conditions.

## 3. Policy Schedule

### Schedule

This Schedule forms and be read an integral part of the Master Policy Document.

1. Master Policy Details	
Master Policy No:	
Plan Name:	Aviva Group Credit Life
UIN:	122N116V01
Plan Type :	A Group Non-Linked, Non- Participating Pure Risk Life Insurance Plan
Plan Code:	
Name of the Scheme, if any:	
Type of group, if any:	
Name of the Master Policyholder:	
Address of the Master Policyholder:	
Contact No.	
Email Id:	
2. Insurance Details	
Policy Commencement Date:	
Plan Option:	
Cover Basis	
Number of Members (at Policy Commencement Date)*:	
Total Sum Assured for the group Scheme (at Policy Commencement Date):	
Sum Assured Criteria	
Type of Premium	
Mode/frequency of Premium payment	
Premium Due Date	
Premium paid(at Policy Commencement Date)	Rs.
Tax/cess amount**:	
Total amount:	
3. Any Special Conditions:	
4. Endorsements, if any:	
* The number of Member will keep changing basis the details provided by the Master Policyholder at agreed frequency with Us.	
**Tax, cess and any other applicable taxes will be payable by You at the prevailing rates. Tax laws are subject to change and You will be responsible to pay or bear any new or additional tax/levy or any changed amount of applicable tax, charge or levy imposed on the premium by a competent authority.	
<b>Our Address :</b>	
Aviva Life Insurance Company India Ltd 401-A, 4th Floor, Block A, DLF Cyber Park, Sector 20, NH-8, Gurugram , Haryana - 122 016	

Authorised Signatory:

Date:

## Part B

### A. Definitions

The following words or phrases have the meanings given to them below wherever they appear in the Master Policy Document:

1. **Accident** means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Accidental Total Permanent Disability Benefit** means the amount payable on the diagnosis of the Member to be suffering from Accidental Total Permanent Disability which is payable in accordance with Part C.
3. **Age** means a Member's age on his last birthday as specified in the Register of Members.
4. **Certificate of Insurance or COI** means the certificate We issue to a Member to confirm his coverage under the Master Policy.
5. **Claimant** means Nominee or assignee or Appointee (if Nominee is less than 18 years of age) and where there is none, the person/s named in Member's will or Member's legal heirs, as the case may be.
6. **Cover Commencement Date** means the Member Effective Date.
7. **Cover End Date** means the date on which the Member's cover ends as specified in Schedule of COI.
8. **Cover Term** means the period from the Cover Commencement Date till the Cover End Date.
9. **Death Benefit** means the amount payable by Us to the Claimant in accordance with Part C.
10. **Death Sum Assured** means the Sum Assured.
11. **Grace Period** means a period of fifteen (15) days if the premium frequency is monthly and thirty (30) days for all other premium frequencies, commencing from the date on which the Limited Premium was due.
12. **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.
13. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means .which is verified and certified by a Medical Practitioner.
14. **Joint Life-First Death Basis** means in case of joint life cover, both the Members shall be jointly insured for 100% of the Sum Assured
15. **Joint Life-Each Life Basis** means, in case of joint life cover, each of the Member shall be insured up to his respective share of loan as mentioned in the Membership Enrolment Form.
16. **Master Policy Document** means the arrangements established by this Master Policy and includes, the Proposal Form, the Schedule, the COI and any additional statements or documents provided to Us by You in respect of the Proposal Form and any endorsements issued by Us.
17. **Master Policy** means the contract of insurance entered into between You and Us as evidenced by this Master Policy Document.
18. **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 setup 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. the Member's 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. the Member
19. **Member** means a person who meets the eligibility criteria specified in Part F and, whose name has been recorded in the Register of Members and to whom We have issued a Certificate of Insurance.
20. **Member Effective Date** means the date last entered in the Register of Members upon which the Member's insurance cover under this Master Policy commenced.

21. **Moratorium Period** means the period during which the Member (borrower) is not required to make payments towards the repayment of loan.
22. **Nominee** means the person named in the Register of Members in respect of each Member, who has been nominated in accordance with Section 39 of Insurance Act, 1938, as amended from time to time.
23. **Plan Option** means the Plan Option taken by You as is specified in the Schedule
24. **Policy Anniversary** means the annual anniversary of the Policy Commencement Date.
25. **Policy Commencement Date** means the date specified in the Schedule on which this Master Policy commences.
26. **Policy Year** means a period of twelve (12) months commencing from the Policy Commencement Date or any Policy Anniversary.
27. **Limited Premium** means the amount payable by the Member at the Cover Commencement Date and at each Premium Due Date to keep his Certificate of Insurance in force and effect. This includes the extra premium but is exclusive of the applicable taxes.
28. **Single Premium** means the amount payable by a Member on or before the Cover Commencement Date where only one premium is required to be paid. This includes the extra premium but is exclusive of the applicable taxes.
29. **Premium Due Date** means the date specified in the Certificate of Insurance by which the Limited Premium should be received by Us from the Member through You to keep his cover in force and in effect.
30. **Premium Payment Term** means the period specified in the Certificate of Insurance during which the Limited Premium is payable.
31. **Proposal Form** means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Master Policy.
32. **Register of Members** means a register maintained by You containing details of each Member and updated from time to time, which is deemed to be incorporated in and forms part of this Master Policy.
33. **Regulated Entities** means (i) Reserve Bank of India Regulated Scheduled Commercial Banks (including Cooperative Banks)(ii) Non Banking Financial Institutions duly registered with RBI (iii) National Housing Bank (NHB) regulated Housing Finance Companies (iv) National Housing Development Finance Corporation (NMDFC) and its State Channelizing Agencies (v) Small Finance Banks regulated by RBI (vi) any other entity which IRDAI may notify from time to time.
34. **Revival** means revival of the Member's cover which has been discontinued due to non-payment of the due Limited Premiums as per the Master Policy terms.
35. **Revival Period** means a period of five (05) years from the date of the first unpaid instalment of Limited Premium.
36. **Schedule** means the schedule (including any endorsements) We have issued in connection with this Master Policy, and, if more than one, then the latest in time.
37. **Schedule of COI** means the schedule (including any endorsements) We have issued in connection with a Member's COI, and, if more than one, then the latest in time.
38. **Sum Assured** means the amount stated in the Certificate of Insurance.
39. **Surrender** means the voluntary termination of the Master Policy by You, subject to the terms and conditions governing the Policy.
40. **Surrender Value** means the amount payable, if any, that becomes payable in case of Surrender of the Certificate of Insurance
41. **Terminal Illness** means an advanced or rapidly progressing incurable and un-correctable medical condition which in the opinion of two (2) independent Medical Practitioners specializing in treatment of such illness, certifies that the illness is expected to lead to death of the Member within 6 months of the date of diagnosis of the Terminal Illness. Both the Member and Us reserve the right for an independent assessment of the Terminal Illness.
42. **Terminal Illness Benefit** means the amount equivalent to six equated monthly instalments of the loan payable on the diagnosis of Terminal Illness which is payable in accordance with Part C.

43. **Accidental Total Permanent Disability-** Member shall be regarded as totally and permanently disabled due to Accident resulting in:

- (i) the total and permanent loss of use of both hands or both feet or sight in both eyes or a combination of any two; or
- (ii) is unable to perform (whether aided or unaided) at least 3 of the following 6 “Activities of Daily Living”:
  - Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
  - Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
  - Transferring- the ability to move from a bed to an upright chair or wheelchair and vice versa;
  - Mobility – the ability to move indoors from room to room on level surfaces.
  - Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
  - Feeding - the ability to feed oneself once food has been prepared and made available.

44. **We, Us or Our** means the Aviva Life Insurance Company India Limited.

45. **You or Your** or the **Master Policyholder** means the person named in the Schedule who has concluded this Master Policy with Us.

## **B. Interpretation**

In this Master 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. In case of any conflict in the provisions of this Master Policy Document and Certificate of Insurance, the provisions of this Master Policy Document shall prevail.

**PART C**

1. **Types of Sum Assured** The Sum Assured Criteria selected by You cannot be changed after issuance of this Master Policy.
  - i. Flat Sum Assured- Sum Assured shall remain unchanged during the entire Cover Term.
  - ii. Reducing Sum Assured- Sum Assured shall reduce on monthly basis as per the COI.
  - iii. Reducing Sum Assured with flat cover during Moratorium Period-. Under this the Sum Assured shall remain unchanged uptill the Moratorium Period, and at the end of the Moratorium Period it shall reduce on a monthly basis as per the COI.
  - iv. Reducing Sum Assured with increasing cover during Moratorium Period - Under this the Sum Assured shall increase to the extent of the outstanding interest (this has to be specified by You at the time of Policy Commencement Date) during Moratorium Period and upon completion of this period it shall keep reducing on monthly basis as per the COI.

**2. Benefits Payable under Plan Options:**

The benefits available under different Plan Options are described below. You cannot select more than one option and the Plan Option selected by You cannot be changed after issuance of this Master Policy. The benefits shall be payable by Us only if We have received the Single Premium/all the due Limited Premiums and taxes.

**Option-A: Death Cover with inbuilt Terminal Illness:**

Under this Plan Option We shall pay as per following table, upon the acceptance of the claim by Us:

<b>SINGLE LIFE</b>	Death Benefit		In case of death of the Member the Death Sum Assured as per COI shall be payable. However, in case of death of the Member after payment of Terminal Illness Benefit the remaining amount of Death Sum Assured shall be payable.
	Terminal Illness Benefit		In case the Member is diagnosed with Terminal Illness, We shall pay the Terminal Illness Benefit..
<b>JOINT LIFE</b>	First Death Basis	Death Benefit	a) We shall pay the Death Sum Assured upon the death of the Member dying first and the cover shall terminate thereafter. b) If Terminal Illness Benefit has been paid then We shall pay the remaining amount of the Sum Assured upon the death of the Member who dies first. and the cover shall terminate thereafter.
		Terminal Illness Benefit	In case either of the Members is diagnosed with Terminal Illness We shall pay the Terminal Illness Benefit. The Terminal Illness Benefit can be claimed only once by either of the Members.
	Each Life Basis	Death Benefit	In case of death of any of the Member respective Sum Assured as per COI shall be payable and the cover of such deceased Member shall terminate. The cover of the surviving Member shall continue till his death or expiry of Cover Term, whichever is earlier.  In case of death of any of the Member after payment of Terminal Illness Benefit with respect to such Member, the, remaining amount of his respective Sum Assured shall be paid and his cover shall terminate. The cover of the surviving Member shall continue till his death or expiry of Cover Term, whichever is earlier.
		Terminal Illness Benefit	if either of the Members is diagnosed with Terminal Illness We shall pay from the Sum Assured of such Member the Terminal Illness Benefit and the remaining amount shall be paid upon the death of such Member. The Terminal Illness benefit can be claimed only once by each Member.

**Option-B: Death Cover with accelerated Accidental Total Permanent Disability**

Under this Plan Option, subject to acceptance of the claim by Us, We shall pay as per following table:

<b>SINGLE LIFE</b>	Death Benefit	In case of death of the Member, Death Sum Assured as per COI shall be payable and the cover shall terminate.	
	Accidental Total Permanent Disability Benefit	In case the Member suffers from an Accidental Total and Permanent Disability, the Death Sum Assured as per COI shall be payable and the cover shall terminate.	
<b>JOINT LIFE</b>	First Death Basis	Death Benefit	We shall pay the Death Sum Assured upon the death of the Member dying first and the cover shall terminate thereafter.
		Accidental Total Permanent Disability Benefit	We shall pay the Death Sum Assured when either of the Member first suffers from an Accidental Total and Permanent Disability and the cover shall terminate thereafter.
	Each Life Basis	Death Benefit	In case of death of a Member respective Death Sum Assured as per COI shall be payable and the cover of such deceased Member will terminate. The cover of the surviving Member will continue till his death or expiry of the Cover Term, whichever is earlier
		Accidental Total Permanent Disability Benefit	In case any of the two Members suffer from an Accidental Total and Permanent Disability, his Death Sum Assured as per the COI shall be payable and his cover shall terminate. The cover of the other Member for his respective Death Sum Assured shall continue till his death or expiry of the Cover Term, whichever is earlier.

**3. Exclusions**

Accidental Total Permanent Disability Benefit shall not be payable if Accidental Total Permanent Disability of the Member is caused by any or all of the following:

- Attempted suicide or self-inflicted injuries while sane or insane, or whilst the Member is under the influence of any narcotic substance or drug or intoxicating liquor; or
- Engaging in aerial flights (including parachuting and skydiving) other than as a fare paying passenger on a licensed passenger-carrying commercial aircraft operating on a regular scheduled route; or
- committing any breach of law with criminal intent; or
- war, whether declared or not or civil commotion; or taking part in any strike, industrial dispute, riot, etc.; or
- Engaging in hazardous sports or pastimes, e.g. taking part in (or Practicing for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off pastel skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport. ; or
- Nuclear reaction, radiation or nuclear or chemical contamination.

**4. Maturity Benefit**

No maturity benefit is payable by Us.

**5. Grace Period**

If the event giving rise to a claim occurs during the Grace Period, then We will pay the benefits which are payable after deducting from the benefit payable any outstanding Limited Premium.

## PART D

### 1. Free Look

If You are dissatisfied with the Master Policy and wish to return the same, please send a letter marked to "Customer Services" along with the original Master Policy Document and premium receipt stating reasons for returning the Master Policy. You must exercise the option to return the Master Policy within fifteen days of receipt of this Master Policy Document (thirty days if the Master 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 for the period of cover and expenses incurred on medical examination (if any) and stamp duty charges.

### 2. Payment of Premium and Grace Period

2.1. In case of Single Premium option, the Premium under the Master Policy is payable in advance, in one lump sum

2.2. In case of Limited Premium option:

- 2.2.1. If the Limited Premium is not paid within the Grace Period then the provisions as per clause 4 shall be applicable.
- 2.2.2. However if it can be proved that the Member had paid the Premium and secured a proper receipt from the Master Policyholder then We shall pay the benefits to the Claimant subject to Our underwriting Policy.
- 2.2.3. We will not accept any part payment towards the Limited Premium due.

If cover for the Member is lapsed due to non-payment of Limited Premium within the Grace Period, it may be revived during the Revival Period subject to Our sole discretion and on receipt of written notice from the Member to revive the cover duly accompanied by all due Premiums (including applicable taxes). It is solely Our discretion, to revive the cover for the Member on modified Terms or not to revive the cover at all and the same shall be subject to Our underwriting policy. If We agree to revive the cover of the Member, Member shall comply with any requests for information and documentation made by Us. The revival of the cover of the Member shall only be effective from the date on which We have issued a written endorsement confirming the revival of the cover for the Member.

### 3. Surrender

#### 3.1 Surrender of Master Policy

In case of surrender of Master Policy, the Member's cover shall continue as an individual policy and We shall continue to serve such Members up till the coverage of the Member under the Master Policy unless the Member surrenders his cover.

#### 3.2 Surrender of Member's Cover

- 3.2.1 A Member may request Us directly or through You for the surrender of his cover. In case of joint life policy, such request is to be received from both the Members.
- 3.2.2 Please note that where premium is Single Premium the cover can be surrendered at any time and for Limited Premium cover, the cover can be surrendered only if We have received at least three Limited Premiums.
- 3.2.3 Surrender Value shall be calculated as follows:

#### **Single Premium:**

Surrender Value at time (t) =

$$60\% \times \frac{\text{Out Standing term of the policy in months}}{\text{Policy term in months}} \times \frac{\text{Loan Outstanding at month t}}{\text{Sum Assured at inception of the policy}} \times SP \text{ (excluding extra premium / taxes)}$$

#### **Limited Premium Cover**

Surrender Value at time (t) =

$$= 60\% \text{ of Total Premiums Paid } \times \frac{\text{Out Standing term of the policy in months}}{\text{Policy term in months}} \times \frac{\text{Loan Outstanding at month t}}{\text{Sum Assured at inception of the policy}}$$

\*Premiums for calculating the Surrender Value will be excluding any extra premium/taxes.



**4. Revival**

If We do not receive the due unpaid Limited Premium in full within the Grace Period then the ensuing consequences have been described in chart below. Member has the right to revive the cover within the Revival Period

If the due Limited Premiums have not been received by Us for the first two years:

- a) Cover will lapse from the due date of the first unpaid Limited Premium.
- b) If cover is not revived during the Revival Period then the cover shall stand terminated and after paying 30% of the Limited Premiums received by Us will be paid..
- c) If the Member dies during the Revival Period, the cover shall terminate and 30% of the Limited Premiums received by Us, shall be paid to the Claimant.

In case Limited Premium have been received by Us at least for first two Years and the subsequent due Limited Premium have not been paid:

- a) Policy will become Paid-Up and the Sum Assured shall stand reduced to Paid-up Sum Assured. Paid-up Sum Assured at time 't' = 
$$\frac{\text{No.of Premiums Paid}}{\text{Total No.of Premiums Payable}} \times \text{Loan Outstanding at month 't'}$$
;
- b) Death Benefit When cover is not revived: Upon death of the Member, the Claimant shall receive the Paid Up Sum Assured and the cover shall terminate.

**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

**Part F**  
**General Terms & Conditions**

**1. Agent's Authority**

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

**2. Procedure for Payment of Claims**

**2.1 Payment of Death Benefit**

We will pay the Death Benefit to the Claimant if the following conditions are fulfilled to Our satisfaction:

- 2.1.1 Completed and signed claim form (including NEFT details and bank account proof as specified in the claim form).
- 2.1.2 Original Certificate of Insurance
- 2.1.3 Death certificate in original or an attested copy issued by the competent authority.
- 2.1.4 Certified Age proof of the Member if not submitted at the time of Member enrolment.
- 2.1.5 Cause of death certified by last medical attendant/hospital, if any.
- 2.1.6 If the death occurred due to un-natural reasons, certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR) along with cuttings of news paper articles, if any.
- 2.1.7 Complete hospital death summary with daily notes and treatment records if the Member died in hospital.
- 2.1.8 Valid identification and address proof of the Claimant.
- 2.1.9 Any other documents or information or requirement specified/requested by Us to investigate the claim and to ascertain that the death claim pertains to a bonafide Member.

The above documents should be received by Us within ninety days of death of Member. We may condone the delay beyond ninety days if the Claimant proves to Our satisfaction that the delay was for reasons beyond his control.

- 2.2 For Regulated Entities, in case the Master Policy is issued under the lender-borrower category to a Regulated Entity, the Member shall issue a specific authorization in Our favour to the effect that in the unfortunate event of Member's death during the Policy Term, the Death Benefit, if any payable under the Master Policy shall first be utilized for payment to Master Policyholder for the outstanding loan amount as specified in Master Policyholder's credit account statement and the balance amount, if any, payable under the Master Policy will be payable to Member's Nominee. .
- 2.3 For entities other than the Regulated Entities, on the unfortunate event of the Member's death during the Cover Term, the Death Benefit shall be payable to the Claimant.

**3. Eligibility Criteria**

**3.1 Person shall be eligible to become a Member upon all the following being satisfied:**

- 3.1.1 The person is not younger than Age 18 (15 in case of education loan) and not older than Age 70 at the proposed Member Effective Date;
- 3.1.2 The Member has signed and dated the membership form containing the Declaration of Good Health, if any, paid the premium and the insurer has accepted the same.
- 3.1.3 The Member's name being entered in the Register of Members and updated with Us.

- 3.2 You shall provide Us with any information and/or documentation We request in respect of any actual or prospective Member. If We do not receive the documentation and/or information for that Member within 07 (seven) days of it having been requested, then that Member's name shall be deemed to have been removed from the Register of Members effective from the date of Our request for such information and/or documentation.

#### **4. Entire Contract**

This Master Policy constitutes the entire contract of insurance between You and Us. We may amend the Master 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. 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.

#### **6. 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

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

A Member can exercise the option to assign his Certificate of Insurance in accordance with 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 – 3.

#### **8. Governing Law**

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

#### **9. Loss of the Master Policy Document**

9.1 In case of loss or destruction of this Master Policy Document, please write to Us. We will issue a duplicate Master Policy Document upon receipt of an affidavit and indemnity bond along with nominal fee prescribed by Us.

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

#### **10. 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.

#### **11. Notices & Correspondence**

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

11.2 We will send You the Master 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.

#### **12. Suicide**

If the Member commits suicide within twelve (12) months of:

- (i) the Member Effective Date, We shall pay eighty percent (80%) of the premiums received in respect of that Member excluding extra premium and taxes (provided that all Premiums due with respect to that Member have been received till the date of occurrence of the Member's death.)
- (ii) Revival of cover, We shall pay higher of eighty percent (80%) of the premiums received in respect of that Member excluding taxes and extra premiums or the Surrender Value, if any.

### **13. Taxation**

- 13.1 You need to pay all applicable taxes, cess or levies over and above the Premium, fees and charges payable by You.
- 13.2 We will deduct any applicable taxes, cess or levies, 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

### **14. Termination of Membership**

A Member shall immediately and automatically cease to be a Member upon the earlier of :

- 14.1 Cancellation of Certificate of Insurance under Free Look option; or
- 14.2 Failing to satisfy any of the eligibility criteria specified hereinabove in Article 3; or
- 14.3 Death of the Member: or
- 14.4 Master Policyholder's intimation to Us for removal of the name of Member from the Register of Members; or
- 14.5 Exhaustion of Sum Assured due to claim payment in respect of insured event; or
- 14.6 Repudiation of claim; or
- 14.7 Payment of Surrender Value; or
- 14.8 On the expiry of the Revival Period if the Member's Cover is not revived; or
- 14.9 the termination of the Master Policy

### **15. Age**

We have calculated the Premium under the Policy basis the Age of Member as declared in the Register of Members. If at any time during the Policy Term the Age of the Member 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 such that he is not eligible for the Policy We shall cancel the Policy.

### **16. Territorial Limits & Currency**

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

## PART G

### Grievance Redressal Mechanism

#### 1) Customer Service Assistance

i) For any query, complaint or grievance relating to the Policy You can:

- a) call Us at **1800-103-7766 / 1800-180-2266**; or
- b) email Us at: [complaints@avivaindia.com](mailto:complaints@avivaindia.com); or
- c) approach any of Our branch offices; or
- d) contact Your advisor; or
- e) contact Our customer services group at Our address specified in the Schedule.

ii) For updated contact details, We request You to regularly check Our website .

#### 2) Contact Our Grievance Redressal Officer

i) If You do not receive any response from Us or are not satisfied with Our response, You can contact Complaint Redressal Officer at:

- a) Head Office Aviva Life Insurance Company India Limited, 401-A, 4th Floor, Block A, DLF Cyber Park, Sector 20, NH-8, Gurugram , Haryana - 122 016; or
- b) call at 0124-2709046; or
- c) email at [cro@avivaindia.com](mailto:cro@avivaindia.com).

#### 3) How to Approach IRDAI Grievance Cell

i) If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Redressal Cell, Insurance Regulatory and Development Authority of India, Survey No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad ,Telangana State – 500032. Phone No-(040)20204000. email: [irda@irda.gov.in](mailto:irda@irda.gov.in).

#### 4) How to Approach Insurance Ombudsman

i) Alternatively, 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 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) .

ii) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee. The complaint shall state clearly:

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

iii) 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;

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

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

- a) after the order of the insurer rejecting the representation is received; or
- b) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
- c) 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.

v) 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.

vi) 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 IRDAI's website

[www.irdai.gov.in](http://www.irdai.gov.in) for updated contact details of the Insurance Ombudsman

**5) 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.	<b>AHMEDABAD</b>	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu
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@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	State of Karnataka
3.	<b>BHOPAL</b>	Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P) – 462 003 ; Tel: 0755-2769201/2769202, E-Mail: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	States of Madhya Pradesh and Chhattisgarh
4.	<b>BHUBANESHWAR</b>	62, Forest Park, Bhubaneswar - 751009 Tel: 0674 - 2596461 /2596455 E-Mail: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	State of Odisha
5.	<b>CHANDIGARH</b>	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017 Tel: 0172-2706196 / 2706468; E-Mail: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a> ,	State of Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union territories of Jammu & Kashmir, Ladakh and Chandigarh
6.	<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, Chennai - 600018 Tel: 044 - 24333668 / 24335284 , E-Mail: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	State of Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
7.	<b>NEW DELHI</b>	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	State of Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
8.	<b>ERNAKULAM</b>	2 <sup>nd</sup> Floor, Pulinat Building, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 <b>Tel:</b> 0484-2358759/2359338 E-Mail: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	States of Kerala Lakshadweep, Mahe-a part of Union Territory of Puducherry.
9.	<b>GUWAHATI</b>	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
10.	<b>HYDERABAD</b>	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	State of Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
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@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	State of Rajasthan
12.	<b>KOLKATA</b>	Hindustan Bldg. Annexe, 4, 4 <sup>th</sup> Floor, 4, C.R.Avenue, Kolkata - 700 072 <b>Tel:</b> 033 - 22124339 / 22124340, E-Mail: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	States of West Bengal, Sikkim, Andaman & Nicobar Islands
13.	<b>LUCKNOW</b>	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj,	<b>Districts of Uttar Pradesh :</b> Lalitpur, Jhansi, Mahoba,



S.No	Office of the Ombudsman	Contact Details	Areas of Jurisdiction
		Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	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.	<b>MUMBAI</b>	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	State of Goa and Mumbai Metropolitan Region (excluding Navi Mumbai and Thane).
15.	<b>NOIDA</b>	Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	<b>PATNA</b>	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	States of Bihar and Jharkhand.
17	<b>PUNE</b>	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@cioins.co.in	State of Maharashtra, Areas of Navi Mumbai and Thane but (excluding Mumbai Metropolitan Region).

## Annexure 1

### Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 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 are as follows:

- 1.No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs 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 rider to the policywhichever is later.
- 2.On the ground of fraud, a policy of Life Insurance may be called in question within 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 rider to the policywhichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
- 3.Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The 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.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured /beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 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. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

**[ 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 themthe 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.

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**Annexure 3**  
**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 thereof 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 assignee or transferee 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
  - b. may institute any proceedings in relation to the policy
  - c. 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. ]**