

Aviva Guaranteed Income Plan A Non Linked Non Participating Life Insurance Plan

PART A

Policy Document

UIN: <122N130V01>

CIN-U66010DL2000PLC107880

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

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

Mob. No.-1111111111111111
Ph. No.- 22222222222222
Home No.- 333333333333

Policy No.: _____ /Client ID: _____

[Bar Code]

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. 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 the nominee of the same.

The Policy Document has information of Your premium payment. You will enjoy complete Policy benefits if you make timely payment of premium..

Right to reconsider during the Free Look Period

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

Chief Operating Officer

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

Intermediary Name:

Intermediary Code:

Intermediary Telephone No.:

2. **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.

3. Policy Schedule

SCHEDULE

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

1. Policy Details	
Policy Number:	
Plan Name:	Aviva Guaranteed Income Plan
UIN:	122N130V01
Plan Type:	Non-Linked, Non-participating Plan
Plan Code:	
Policy Classification:	
2. Policyholder Details	3. Insured Details
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)
4. Insurance Details	

Sum Assured payable over a period of ten (10) years:	Rs.
Maturity Sum Assured payable over a period of ten (10) years:	Rs.
Premium Payment Type:	Limited Premium
Regular Premium:	Rs.
Applicable Tax Amount*:	Rs.
Total payable:	Rs.
Total number of Premiums	
Premium Frequency:	Annual
Annual Premium**:	Rs.
Date of Inception of Policy :	
Risk Commencement Date :	
Policy Term:	
Premium Payment Term:	
Due date for payment of last Regular Premium:	
Maturity Date:	

*Applicable taxes will be payable by You at the 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.

** Annual/ Premium excludes extra premium and taxes, if any.

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

Nominee(s) 1

Name:
Percentage:
Address:
Age:
Your relation:

Nominee(s) 2

Name:
Percentage:
Address:
Age:
Your relation:

Nominee(s) 3

Name:
Percentage:
Address:
Age:
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

Beneficiary 1

Name:

Percentage:

Address:

Beneficiary 2

Name:

Percentage:

Address:

Beneficiary 3

Name:

Percentage:

Address:

Trustee 1

Name:

Address:

Trustee 2

Name:

Address:

Trustee 3

Name:

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: On examination of this Schedule, if You notice any mistake in the information related to You, this Policy document is to be returned for correction to Us.

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. Annual Premium means the amount specified in the Schedule excluding any extra premium or applicable taxes.
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. Death Sum Assured means the amount which is payable in accordance with Part C.
7. Grace Period means a period of thirty (30) days commencing from the date on which the Regular Premium was due.
8. Guaranteed Terminal Benefit means the amount which is payable in accordance with Part C.
9. Insured means the person named as the insured in the Schedule on whose life this Policy is effected.
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, if any, in accordance with Part C.
13. Maturity Date means the date on which the insurance cover expires, as specified in the Schedule.
14. Maturity Sum Assured means the amount as mentioned in the Schedule and payable in accordance with Part C.
15. 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
16. 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.
17. Paid-up Sum Assured means the amount as calculated in accordance with Part D.
18. Payout Period shall mean a period of 10 years commencing from the completion of the Policy Term

19. Policy means the contract of insurance entered into between You and Us as evidenced by this Policy Document.
20. Policy Anniversary means the annual anniversary of the Policy Commencement Date.
21. Policy Commencement Date or Date of Inception of Policy means the date on which the Policy commenced, as specified in the Schedule.
22. Policy Document means the arrangements established by this Policy and includes, the Proposal Form, the Schedule, the Annexures and any additional(s) statements or documents provided to Us by You in relation to the Proposal Form and any endorsements issued by Us.
23. Policy Term means the period of fifteen(15) years commencing from the Policy Commencement Date.
24. Policy Year means a period of twelve (12) months commencing on the Policy Commencement Date or any Policy Anniversary.
25. Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
26. Proposal Form means the completed and dated proposal form submitted by the proposer to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Policy.
27. Regular Premium means the amount of the installment premium as specified in the Schedule (including any amount paid as extra premium, but excluding taxes, if any) payable by You during the Premium Payment Term, in the manner and at the intervals (premium frequency) as specified in the Schedule.
28. Revival Period means a period of two (2) years commencing from the date of the first unpaid Regular Premium.
29. Risk Commencement Date means the date on which the risk under this Policy commences, as specified in the Schedule.
30. 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.
31. Sum Assured means the amount specified in the Schedule which is equal to eleven regular installments of amount equal to 1.2 times of the Annual Premium and a lumpsum amount of 7 times the Annual Premium.
32. Surrender Value means the amount payable, if any, on the surrender of the Policy in accordance with Part D.
33. We, Our or Us means the Aviva Life Insurance Company India Limited.
34. 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

1.1 On maturity of the Policy, i.e at the end of the Policy Term, provided that all Regular Premiums have been received by Us, the Claimant who is the Policyholder/assignee(if the Policy has been assigned) shall receive the following amounts as Maturity Sum Assured:

1.1.1 eleven (11) annual regular installments of amount equal to 1.2 times of the Annual Premium at the end of each year during the Payout Period. The first annual regular installment would be paid at the time of completion of the Policy Term and thereafter remaining 10 annual regular installments will be paid every year for 10 years and

1.1.2 A lump sum amount equal to seven (7) times of the Annual Premium at the end of the Payout Period and Guaranteed Terminal Benefit calculated according to clause 3.

2. Death Benefit

2.1 Upon the occurrence of the Insured Event and provided that all due Regular Premiums have been received by Us till date of Insured Event, the Claimant shall receive the highest of the following amounts as Death Sum Assured:

- 2.1.1 Ten times of the Annual Premium; or
- 2.1.2 105% of all the Regular Premiums received as on the date of Insured Event; or
- 2.1.3 Maturity Sum Assured; or
- 2.1.4 Sum Assured, an absolute amount

2.2 The Death Sum Assured shall be payable in the following manner:

2.2.1 Eleven (11) annual regular installments of an amount equal to 1.2 times of the Annual Premium. The first annual regular installment would be paid at the time of death (subject to the admission of claim by the Us) and the remaining 10 annual regular installments shall be paid on each anniversary of the Insured Event commencing from the first anniversary of the Insured Event, and

2.2.2 A lump sum amount of seven (07) times of the Annual Premium and Guaranteed Terminal Benefit calculated according to clause 3 shall be paid along with the eleventh (11th) annual regular installment on the tenth (10th) anniversary of the Insured Event.

3. Guaranteed Terminal Benefit

3.1 We shall pay the Guaranteed Terminal Benefit which shall be an additional amount as per the Age of the Insured and as calculated below along with the last payout of Death Benefit or the last payout of Maturity Benefit, whichever is applicable:

In case the Age of the Insured is	Guaranteed Terminal Benefit	
	For Annual Premium Less than Equal to 1,25,000	For Annual Premium Greater than 1,25,000
3 years to 15 year	12% of one Annual Premium	14% of one Annual Premium
16 years to 25 years	10% of one Annual Premium	12% of one Annual Premium
26 years to 35 years	8% of one Annual Premium	10% of one Annual Premium
36 years to 40 years	6% of one Annual Premium	8% of one Annual Premium

41 years to 45 years	4% of one Annual Premium	6% of one Annual Premium
46 years to 50 years	2% of one Annual Premium	4% of one Annual Premium

3.2 In case of a Paid-Up Policy the proportionate Guaranteed Terminal Benefit shall be calculated as under:

Proportionate Guaranteed Terminal Benefit = Total number of premiums paid / Total number of premiums payable under the contract X Guaranteed Terminal Benefit as per the above table.

4. Grace Period

If We do not receive the Regular Premium in full on the due date then, We shall allow a Grace Period of thirty (30) days for you to pay the unpaid Regular Premium to Us. If the Insured Event occurs during this Grace Period, we will pay the Death Benefit as per clause 2 hereinabove after deducting any payable outstanding Regular Premium from the Death Sum Assured.

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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 15 days from the date of receipt of the Policy Document (thirty days if the Policy has been solicited through distance marketing). If You disagree to any of the terms or conditions, You have the option to return the Policy stating the reasons for Your objection.

If You return the Policy for cancellation during the free look period, We will refund the Regular Premium received (including taxes, if any), subject only to a deduction of the expenses incurred by Us on medical examination, if any, proportionate risk premium for the period on cover and stamp duty charges.

2. Vesting of Policy

2.1 If the Insured is less than Age 18 on the Policy Commencement Date then, immediately and automatically upon the Insured attaining Age 18:

2.1.1 The Policy shall vest in the Insured;

2.1.2 The Insured shall solely become entitled to exercise any and all rights of the Policyholder in relation to the Policy; and

2.1.3 The Insured shall solely become entitled to accept and obliged to discharge any and all obligations of the Policyholder under this Policy.

2.2 If You die when the Insured is less than Age 18, the Policy shall, on the submission of the necessary application and supporting documents as required by Us, vest in the surviving parent/legal guardian of the Insured.

3. Payment of Regular Premium

3.1 Regular Premium shall be paid by You to Us on every Policy Anniversary.

3.2 In case the Insured is minor on the Policy Commencement Date:

3.2.1 Premiums will be payable by the Policyholder who can either be a parent or grandparent or legal guardian of the Insured.

3.2.2 In case of death of the Policyholder before the Premium Payment Term, the future premiums shall be paid by the surviving parent/legal guardian of the Insured. In case future premiums are not paid, the lapse/paid-up provisions will apply.

3.3 If We do not receive the Regular Premium in full on the due date then, We shall allow a Grace Period of thirty (30) days for you to pay the unpaid Regular Premium to Us. If the Insured Event occurs during this Grace Period, we will pay the Death Benefit. Provided that, We will deduct from the Death Sum Assured payable any outstanding Regular Premium that would otherwise have been payable during the Policy Year in which the Insured Event occurred.

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

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

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

3.4.1.2 If You do not revive the Policy within the Revival Period then the Policy shall terminate. the Policy will automatically terminate on the expiry of the Revival Period and We will pay:

a. 50% of the Annual Premium received , if We have received only one (1) Annual Premium

b. 60% of the Annual Premiums received, if We have received two (2) Annual Premiums.

3.4.1.3 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 Annual Premiums received and the Policy shall terminate; and
- b. We shall not be liable to make any other payment.

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

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

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

3.4.2.2 Upon the occurrence of the Insured Event at the time when the Policy becomes paid-up then the Paid-up Sum Assured shall be payable as Death Benefit. The Death Benefit of a paid-up Policy shall be payable in the following manner:

3.4.2.2.1 Eleven (11) annual regular installments of an amount equal to 1.2 (N/T)* times of the Annual Premium. The first annual regular installment would be paid at the time of claim settlement subject to the admission of claim by Us and the remaining 10 annual regular installments shall be paid on each anniversary of the Insured Event commencing from the first anniversary of the Insured Event,

3.4.2.2.2 A lump sum amount of 7 (N/T)* times of the Annual Premium shall be paid along with the last annual regular installment on the tenth (10th) anniversary of the Insured Event and Proportionate Guaranteed Terminal Benefit, as calculated in accordance with clause 3 of Part C, shall also be payable with the last annual regular installment.

*Where N is the number of Annual Premiums received and T is the number of Annual Premiums payable under the Policy.

3.4.2.3 If the Insured survives till the end of Policy Term and the Policy is in paid-up status then the Paid-up Sum Assured shall be payable as maturity benefit. The maturity benefit of a paid-up Policy shall be payable in the following manner:

3.4.2.3.1 Eleven (11) annual regular installments of an amount equal to 1.2 (N/T)* times of Annual Premium at the end of each year during the Payout Period. The first annual regular installment as calculated above would be paid at the time of completion of the Policy Term and thereafter remaining 10 annual regular installments as calculated above will be paid every year for 10 years and

3.4.2.3.2 A lump sum amount of 7 (N/T)* times of the Annual Premium at the end of the Payout Period and Proportionate Guaranteed Terminal Benefit, as calculated in accordance with clause 3 of Part C, shall also be payable at the end of the Policy Term.

*Where N is the number of Annual Premiums Received and T is the number of Annual Premiums payable under the Policy.

4. Revival

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

- 4.1 Along with the written notice for revival, You shall pay the due Regular Premiums and taxes (as applicable) together with interest payment of 9% per annum compounded monthly for the period from the unpaid premiums due date to the date of revival and a revival fee of Rupees Two Hundred and Fifty plus applicable taxes in full.

- 4.2 The Insured shall submit to the medical examination or special tests specified by Us at Your cost.
- 4.3 The Insured shall submit proof of continued insurability to Our satisfaction per Our Board approved underwriting policy.
- 4.4 You shall also provide Us with all information and documentation We request.
- 4.5 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.
- 4.6 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.

5. Surrender Value

- 5.1 If We have received the due Regular Premium for at least the first three (3) Policy Years, the Policy may be surrendered by You by giving Us written notice requesting the same and We will pay a Surrender Value, which will be the higher of the Guaranteed Surrender Value (GSV) or the Special Surrender Value(SSV) which will be calculated as follows:

5.1.1 The Guaranteed Surrender Value shall be as per the following table:

Policy Year of surrender	Guaranteed Surrender Value
3 rd	30% of Annual Premiums paid
4 th	50% of Annual Premiums paid
5 th	55% of Annual Premiums paid
6 th	57.5% of Annual Premiums paid
7 th	60% of Annual Premiums paid
8 th	65% of Annual Premiums paid
9 th	70% of Annual Premiums paid
10 th	90% of Annual Premiums paid
11 th	100% of Annual Premiums paid
12 th to 15 th	100% of Annual Premiums paid

5.1.2 The Special Surrender Value shall be calculated as follows:

Special Surrender Value Factor x (Paid-up Sum Assured + Proportionate (N/T)* Guaranteed Terminal Benefit)

*Where N is the number of Annual Premiums Received and T is the number of Annual Premiums payable under the Policy.

We will apply the Special Surrender Value Factors as decided by Us, from time to time after the prior approval of the IRDAI.

- 5.2 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.

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

6. Commencement of Risk

The risk under the Policy on the life of the Insured shall commence immediately on the Policy Commencement Date even if the Insured is less than Age 18 on the Policy 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 Claim Procedure

Upon the death of the Insured during the Policy Term the death claim will be payable to the Claimant provided that:

- 2.1. We are given written notice within ninety (90) days of the occurrence of the death of the Insured during the Policy Term. If We are not given a written notice of the claim within ninety (90) days of the occurrence of the Insured Event, 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 fact of, date of, circumstances relating to and cause of the Insured's death and/or Our liability in respect of it, including but 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. Certified proof of cause of death of the Insured from a Medical Practitioner.
 - 2.2.5. Last medical attendant/ Medical Practitioner's report, if applicable.
 - 2.2.6. Employer's questionnaire, if applicable.
 - 2.2.7. Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years, if any.
 - 2.2.8. Identification proof of the Nominee and Appointee (if applicable) issued by a governmental authority.
 - 2.2.9. Address proof of the claimant for the address mentioned in the claim form.
 - 2.2.10. 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:
 - 2.2.10.1. Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR).
 - 2.2.10.2. Newspaper articles/ cutting, if any.
- 2.3. For payment of the Maturity Benefit and/or Survival Benefits (if applicable under the Policy), We are given such

information and/ or documentation that We may request in order to establish the fact of Our liability in respect of it, including but not limited to:

- 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. Upon the death of the Insured during the Payout Period, the remaining regular instalments of the Maturity Benefit will be payable to the Nominee / Claimant provided that:
- 2.4.1. We are given written notice immediately but not later than ninety days of the occurrence of the death of the Insured during the Payout Period. If We are not given a written notice of the death of the Insured within ninety days of the occurrence of the death, We may condone the delay beyond ninety days and accept the same if We are given reasons in writing for the delay which in Our view are reasonable.
 - 2.4.2. Upon the death of the Insured during the Payout Period the Claimant should contact us along with the following documents in order to enable Us establish the fact of, date of, circumstances relating to and cause of the Insured's death and/or Our liability in respect of it, including but not limited to:
 - 2.4.2.1. Original or certified copy of the death certificate issued by the municipal authorities.
 - 2.4.2.2. Identification proof of the Nominee and Appointee (if applicable) issued by a governmental authority.
 - 2.4.2.3. Address proof of the Claimant for the address mentioned in the claim form.
- 2.5. 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.
- 2.6. 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 applicable due Regular Premium 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:

- 11.1. from the commencement of the Policy, We shall not be liable to make any payment under the Policy other than the refund of eighty (80%) of the Regular Premiums received (excluding extra premium if any) and provided all Regular Premiums due have been received till the date of occurrence of the Insured Event.

11.2. from the date of revival of the Policy and provided all Regular Premiums due have been received till the date of occurrence of the Insured Event, We shall not be liable to make any payment under the Policy other than the refund of the higher of :

11.2.1. Eighty percent (80%) of the Regular Premiums received (excluding extra premium, if any); or

11.2.2. Surrender Value as on the date of the Insured Event.

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. Repudiation of Claim

The Policy shall terminate upon the repudiation of any false claim after proper investigation conducted by Us, if any.

15. 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

In case You are not satisfied with the decision of the above office, or have not received any response within 10 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

If you are not satisfactory with the response or do not receive a response from us within 14 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
Email ID: complaints@irda.gov.in
You can also register your complaint online at <http://www.igms.irda.gov.in/>
Address for communication for complaints by fax/paper:
Consumer Affairs Department
Insurance Regulatory and Development Authority of India
Survey No. 115/1, Financial District, Nanakramguda, Hyderabad
Telangana State – 500032
Ph. No : 040 20204000

You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDAI's website 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 or the IRDAI's website 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, 1st 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 E-Mail: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)

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: bimalokpal.delhi@ecoi.co.in	Delhi
8.	ERNAKULAM	2nd Floor, PulinatBuilding, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/9338, Fax: 0484 - 2359336 E-Mail: bimalokpal.ernakulam@ecoi.co.in	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: bimalokpal.guwahati@ecoi.co.in	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: bimalokpal.hyderabad@ecoi.co.in	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: Bimalokpal.jaipur@ ecoi.co.in	Rajasthan
12.	KOLKATA	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072 Tel: 033 - 22124339 / 22124340, Fax: 033 - 22124341 E-Mail: bimalokpal.kolkata@ecoi.co.in	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: bimalokpal.lucknow@ecoi.co.in	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: bimalokpal.mumbai@ecoi.co.in	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: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, 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 -400021.

Tel:- 022-26106245/ 022-26106980, Fax:- 022-26106949, E mail: inscouncil@gmail.com

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