

POS Aviva Dhan Suraksha A Non Linked Non Participating Life Insurance Plan
Policy Document

PART A

UIN :< **122N132V01** >

Welcome To Aviva

Dear Mr./ Ms. XYZ ABC,

Thank you for purchasing POS-Aviva Dhan Suraksha. All Our insurance products have been designed to be simple and easy to understand.

About Your Policy

Your enclosed Policy Document contains all the details of Your Policy, including Your Proposal Form, Schedule and the first Premium receipt. It will clearly show You what is covered and not covered.

This document carries important information about Your Policy. Please read the Policy Document carefully. We advise You to keep the Policy Document safe and also inform Your Nominee of its location.

If You notice any error in this Policy, then, this Policy should be returned to Us immediately for rectification.

Free Look Option

If You disagree with this Policy, You have an option to return this at any time within the first fifteen (15) days (thirty days if the Policy has been solicited through distance marketing) of receipt of this Policy. You can return this Policy by submitting to Us the original Policy Document and a written request stating the reasons for the return. Once We receive these documents, We will refund the Premium received by Us after deducting the pro-rated risk Premium for the period of cover, stamp duty and charges for medical examination, if any.

Happy to Help

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

For any query, claim, complaint or grievance relating to the Policy, You can call Us at 1800-103-7766/ 1800-180-2266 or email Us at: customerservices@avivaindia.com; or approach any of Our branch offices; or contact Your advisor; or Our customer services group at the address specified in the Schedule. Our customer service team will be happy to help You.

Thank you for being a valued customer.

Yours sincerely,

Name
Designation

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Part A-Policy Schedule

We have entered into this Policy on the basis of the information provided by You in the Proposal Form, along with any other reports, documents and declarations received from or on behalf of You. This Policy Document is evidence of a contract of insurance between You and Us. We agree to pay the benefits under the Policy upon the Insured's death subject to the Policy terms.

POLICY SCHEDULE

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

1. Policy Details	
Policy Number:	
Plan Name:	PoS-Aviva Dhan Suraksha
UIN:	122N132V01
Plan Type:	Non-Linked, Non-participating Life Insurance Plan
Plan Code:	
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 five (5) years:	Rs.
Maturity Sum Assured payable over a period of five (5) 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.
Policy Commencement Date/Date of Inception of Policy :	
Risk Commencement Date :	
Policy Term:	
Premium Payment Term:	
Due date for payment of last Regular Premium:	
Maturity Date:	
Payout Period	
Payout Dates	

*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 applicable taxes, if any.

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

Nominee(s) 1	Nominee(s) 2	Nominee(s) 3
Name:	Name:	Name:
Percentage:	Percentage:	Percentage:
Address:	Address:	Address:
Age:	Age:	Age:
Your relation:	Your relation:	Your relation:
Appointee (in case the Nominee is a minor)		
Appointee:		
Name:		
Address:		
Beneficiaries in case of insurance under the Married Women's Property Act, 1874		
Beneficiary 1	Beneficiary 2	Beneficiary 3
Name:	Name:	Name:
Percentage:	Percentage:	Percentage:
Address:	Address:	Address:
Age:	Age:	Age:
Your relation:	Your relation:	Your relation:
Trustee 1	Trustee 2	Trustee 3
Name:	Name:	Name:
Address:	Address:	Address:

6. Any Special Conditions:

7. Endorsements, if any:

8. Intermediary Details:

Name of the Intermediary:

Intermediary License No.:

Intermediary Code:

Aadhar Card No. of point of sales person:

PAN card No. of point of sales person:

Address:

Telephone No.:

Mobile No.:

Email:

9. Our Address:

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

Helpline: 1800-103-7766/ customerservices@avivaindia.com

www.avivaindia.com

CIN-U66010DL2000PLC107880. IRDAI Registration No.122

PART B - Definitions

We have listed below, a few defined words, terms and phrases which have been used in this Policy along with their meaning for Your easy reference.

1. **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Age** means age at last birthday as specified in the Schedule.
3. **Annual Premium** means the amount specified in the Schedule excluding any applicable taxes.
4. **Appointee** means the person appointed by You to receive the benefits payable under the Policy till Your Nominee is a minor.
5. **Claimant** shall mean means Nominee/ Appointee/assignee and where there is none, as per applicable laws.
6. **Death Benefit** means the amount which is payable in accordance with Part C.
7. **Death Sum Assured** means the amount which is payable in accordance with Part C.
8. **Grace Period** means a period of thirty (30) days commencing from the date on which the Regular Premium was due.
9. **Guaranteed Terminal Benefit** means the amount which is payable in accordance with Part C.
10. **Insured** means the person named as insured in the Schedule on whose life this Policy is effected.
11. **Insured Event** means the Insured's death during the term of the Policy.
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. **Lapsed Policy** means a Policy where due Regular Premium remains unpaid even after expiry of the Grace Period.
14. **Maturity Benefit** means the amount payable in accordance with Part C.
15. **Maturity Date** means the date on which the insurance cover expires, as specified in the Schedule.
16. **Maturity Sum Assured** means the amount as mentioned in the Schedule and payable in accordance with Part C.
17. **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.
18. **Nominee** means the person named in the Policy Schedule who has been nominated by the Life Assured in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time to receive benefits in respect of this Policy.
19. **Paid-up Sum Assured** means the amount as calculated in accordance with Part D.
20. **Payout Period** shall mean a period of 5 years commencing from the completion of the Policy Term or from the date of Insured Event, whichever occurs earlier.
21. **Policy** means the contract of insurance entered into between You and Us as evidenced by this Policy Document.
22. **Policy Anniversary** means the annual anniversary of the Policy Commencement Date.
23. **Policy Commencement Date/ Date of Inception of Policy** means the date on which the Policy commenced, as specified in the Schedule.
24. **Policy Document** means this document including the Schedule issued on the basis of the Proposal Form, other representations and documents submitted by You (or the Insured), and the endorsements issued by Us.
25. **Policy Term** means the period between the Policy Commencement Date and the Maturity Date.
26. **Policy Year** means a period of twelve (12) months commencing on the Policy Commencement Date or a Policy Anniversary.
27. **Premium Payment Term** means the period specified in the Schedule during which Regular Premium is payable.
28. **Proposal Form** means the completed and dated proposal form submitted 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.
29. **Regular Premium** means the installment premium mentioned in the Schedule which is payable to Us during the Premium Payment Term. This is exclusive of the applicable taxes.
30. **Revival Period** means a period of two (2) years from the first unpaid Regular Premium due date.
31. **Risk Commencement Date** means the date given in the Schedule from which We accept the risk on the life of the Insured.
32. **Schedule** means the latest schedule (including any endorsements) We have issued in connection with this Policy.
33. **Sum Assured** means the amount specified in the Schedule.
34. **Surrender Value** means the amount payable, if any, on the surrender of the Policy in accordance with Part D.
35. **Waiting Period** means a period of ninety (90) days starting from Risk Commencement Date mentioned in the Schedule.
36. **We, Our or Us** means the Aviva Life Insurance Company India Limited.
37. **You or Your** means the Policyholder named in the Schedule who has concluded this Policy with Us.

PART C – Premium Payment and Benefits

1. Premium Payment

1.1 You are required to pay the Regular Premiums on the due dates.

2. Amount Payable

2.1 Your Regular Premiums payable is specified in the Schedule.

3. How can You pay the Regular Premiums

3.1 You need to pay to Us the Regular Premiums on every Policy Anniversary.

3.2 We will not accept any part payment of the Regular Premium due.

4. What happens if You don't pay the Regular Premiums on time

4.1 If We do not receive the Regular Premium in full on the due date from You, then, We shall allow a Grace Period to You to pay the unpaid Regular Premium to Us.

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

4.2.1 If the first three (3) Regular Premiums have not been received by Us:

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

4.2.1.2 If the Insured Event occurs after the Policy has lapsed and before the Policy has been revived, all Regular Premiums received by Us till then will be returned to the Claimant. The Policy will terminate and We shall not be liable for any further payment.

4.2.1.3 If the Lapsed Policy is not revived within the Revival Period of two years, the Policy will be automatically terminate and We will pay as per the below table:

Number of Regular Premiums paid	Amount
1	30% of Regular Premium received*
2	60% of Regular Premiums received*

4.2.2 If atleast first three (3) Regular Premiums have been received by Us:

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

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

number of Annual Premiums payable under the Policy}

4.2.2.2 In a paid-up policy, upon the occurrence of the Insured Event 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:

4.2.2.2.1 Five (5) annual regular installments of an amount equal to 1.5* (N/T)# times of one Annual Premium. The first annual regular installment would be paid at the time of the Insured Event subject to the admission of claim by Us and the remaining 4 (four) annual regular installments shall be paid on each anniversary of the Insured Event commencing from the first anniversary of the Insured Event,

4.2.2.2.2 A lump sum amount of 7* (N/T)# times of one Annual Premium shall be paid along with the last annual regular installment on the fourth (4th) anniversary of the Insured Event and Proportionate Guaranteed Terminal Benefit, as calculated in accordance with clause 5 of Part C, shall also be payable along 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.

4.2.2.3 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:

4.2.2.3.1 Five (5) annual regular installments of an amount equal to 1.5* (N/T)# times of one Annual Premium at the end of each year during the Payout Period. The first regular annual installment as calculated above would be paid at the time of completion of the Policy Term and thereafter remaining 4 annual regular

installments as calculated above will be paid every year for 4 years and

4.2.2.3.2 A lump sum amount of $7 * (N/T)$ times of one Annual Premium at the end of the Payout Period and Proportionate Guaranteed Terminal Benefit, as calculated in accordance with clause 5 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.

5. Who is Covered:

The life of the Insured named in the Schedule is covered.

6. Benefits covered under the Policy:

The benefits covered under the Policy are described hereunder.

7. Maturity Benefit

7.1 On maturity of the Policy, provided that all due Regular Premiums have been received by Us, the claimant, who is the Policyholder/assignee (if the Policy has been assigned), will receive the following amounts as Maturity Sum Assured:

7.1.1 Five (5) annual regular installments of amount equal to 1.5 times of one 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 4 annual regular installments will be paid every year for 4 years and

7.1.2 A lump sum amount equal to seven (7) times of one Annual Premium at the end of the Payout Period along with Guaranteed Terminal Benefit calculated in accordance with clause 9 below.

8. Death Benefit

8.1 During the Waiting Period:

8.1.1 If the occurrence of the Insured Event is not due to an Accident, the Claimant will receive 100% of the premiums received by Us, as Death Benefit

8.1.2 If the occurrence of the Insured Event is due to an Accident the Claimant will receive the Death Benefit as described in clause 4.2 and clause 4.3 hereunder.

8.2 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 will receive the highest of the following amounts as Death Sum Assured:

8.2.1 Ten times of the Annual Premium; or

8.2.2 105% of all the Regular Premiums (excluding taxes, if any) received as on the date of Insured Event; or

8.2.3 Maturity Sum Assured; or

8.2.4 Sum Assured, an absolute amount

8.3 The Death Sum Assured will be payable in the following manner:

8.3.1 Five (5) annual regular installments of an amount equal to 1.5 times of one 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 4 annual regular installments will be paid on each anniversary of the Insured Event commencing from the first anniversary of the Insured Event, and

8.3.2 A lump sum amount of seven (07) times of one Annual Premium along with Guaranteed Terminal Benefit calculated in accordance with clause 5 will be paid along with the fifth (5th) annual regular installment on the fourth (4th) anniversary of the Insured Event.

If the Insured dies during the Grace Period, then, We will pay the Death Benefit after deducting any outstanding Regular Premium that would otherwise have been payable.

9. Guaranteed Terminal Benefit

9.1 Along with the last payout of Death Benefit or last payout of the Maturity Benefit, whichever is applicable, We will pay the Guaranteed Terminal Benefit which is an additional amount calculated basis the Age of the Insured as given below:

In case the Entry Age of the Life Insured is	Guaranteed Terminal Benefit
18 years - 25 years	30% of one Annual Premium
26 years - 30 Years	25% of one Annual Premium
31 years – 35 Years	20% of one Annual Premium
36 years- 40 Years	15% of one Annual Premium
41 years – 45 Years	10% of one Annual Premium
46 Years – 50 years	6% of one Annual Premium

9.2 In case the Policy becomes paid-up, 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.

SPECIMEN

PART D – Policy Servicing

1. How to Revive a Lapsed Policy

- 1.1 If the Insured is alive, a Lapsed Policy can be revived within the Revival Period of two years provided:
- 1.1.1 You send Us a written request to revive the Policy along with all due Regular Premiums 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 (INR 250/-) plus applicable taxes in full;
- 1.1.2 the Insured undertakes medical examination or special tests specified by Us at Your cost;
- 1.1.3 You submit a proof of continued insurability of the Insured to Our satisfaction and any other information/documents that We request;
- 1.1.4 the revival of a Lapsed Policy shall be subject to Our sole discretion and in accordance with Our board approved underwriting policy; and
- 1.1.5 the revival of the Lapsed Policy shall only be effective from the date on which We have issued a written endorsement to You confirming the revival of the Policy.
- 5.2 Please note that the Waiting Period (90 days) is not applicable in case of revival.

2. Free Look Option

- 2.1 If You disagree with any of the terms and conditions of this Policy You have an option to return the Policy within the first fifteen days from the receipt of this Policy (30 days if the Policy has been solicited through distance marketing). You can return this Policy by submitting to Us the original Policy document and a written request stating the reasons for the return.
- 2.2 Once we receive the aforesaid documents, We will return the Policy and refund the Premium received by Us, after deducting the pro-rata risk Premium for the period of cover, stamp duty and charges for medical examination, if any.

3. Surrender of Policy

- 3.1 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:

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

Policy Year of surrender	Guaranteed Surrender Value (as % of Annual Premiums paid)
3 rd	30.0%
4 th	50.0%
5 th	55.0%
6 th	57.5%
7 th	60.0%
8 th	65.0%
9 th	70.0%
10 th	90.0%
11 th	100.0%

- 3.1.2 The Special Surrender Value shall be calculated as follows:

Special Surrender Value Factor x (Paid-up Sum Assured + Proportionate (N/T)* age related Guaranteed Terminal Benefit)
 *Where N is the number of Annual Premiums Received and T is the number of Annual Premiums payable under the Policy.

The Special Surrender Value Factors will be decided by us from time to time in accordance with IRDAI approval.

- 3.2 Before making a request for surrender, You may approach Our nearest branch office to obtain information on the available Surrender Value in respect of the Policy.
- 3.3 Once a Policy has been surrendered it shall not be revived.

PART E

This Policy is a non-linked non-participating t life insurance product and accordingly, Part E is not applicable to this Policy.

SPECIMEN

PART F -General Terms & Conditions

1. Agent's/Intermediaries 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*:
 - 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.
 - 2.2.4. Last medical attendant/ Medical Practitioner's report, if applicable.
 - 2.2.5. Employer's questionnaire, if applicable.
 - 2.2.6. Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years, if any.
 - 2.2.7. Identification proof of the Nominee and Appointee (if applicable) issued by a governmental authority.
 - 2.2.8. Address proof of the Claimant for the address mentioned in the claim form along with a copy of the Aadhar Card.
 - 2.2.9. If the death of the Insured was caused due to unnatural or non-medical reasons, in addition to the above documents the following additional documents also need to be submitted to Us:
 - 2.2.9.1. Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR).
 - 2.2.9.2. Newspaper articles/ cutting, if any.

*We reserve the right to call for further documents if required during claim processing.
- 2.3. For payment of the Maturity Benefit, We are given such information and/ or documentation that We may request

- 2.3.1. Original Policy Document.
- 2.3.2. Payout form duly filled in by You and/or the assignee, if any.
- 2.3.3. Your and/or the assignee's (if any) identification proof issued by a governmental authority.
- 2.3.4. Your and/or the assignee's (if any) address proof.
- 2.3.5. Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by You and/or the assignee (if any).

- 2.4. 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 within ninety (90) days of the occurrence of the death of the Insured during the Payout Period.
- 2.4.2. Upon the death of the Insured during the Payout Period the Claimant should contact us along with the following documents:
 - 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 alongwith a copy of the Aadhaar Card.

- 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 consent 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. 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

In case of loss or destruction of this Policy Document, please write to Us. We will issue a duplicate Policy Document upon receipt of: a) an affidavit; b) indemnity bond; and c) nominal fee prescribed by Us. The issuance of a duplicate Policy Document will not affect the free look provisions stated under Part D above.

7. Fraud, Misrepresentation 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 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 Inception 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 taxes, 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 taxes, 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 of the Policy

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 of two years, 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, applicable taxes, levies and benefits are payable only within India and in Indian Rupees.

SPECIMEN

PART G -Grievance Redressal Mechanism

Ph. No : 040 20204000

1. Customer Service Assistance

- 1.1. For any query, complaint or grievance relating to the Policy You can:
- call Us at 1800-103-7766 / 1800-180-2266; or
 - email Us at: complaints@avivaindia.com; or
 - approach any of Our branch offices; or
 - contact Our customer services team at customerservices@avivaindia.com.
 - Log on to customer's portal or register your complaints through our website www.avivaindia.com
- 1.2. For updated contact details, we request you to regularly check our website www.avivaindia.com.

2. Contact Our Grievance Redressal Officer

- 2.1. If You do not receive any response from Us or are not satisfied with Our response, You can contact Complaint Redressal Officer at:
- Head office at Aviva Life Insurance Company India Ltd., Aviva Tower, Sector Road, Opp. Golf Course, DLF Phase V, Sector 43, Gurgaon -122 003 (Haryana); or
 - call at 0124-2709046; or
 - email at cro@avivaindia.com

3. How to Approach IRDAI Grievance Cell

- 3.1. If You are still not satisfied with Our response or do not receive a response from Us within 14 days, You may approach the Grievance Cell of the Consumer Affairs Department of the IRDAI on the following contact details:
- Call Toll Free Number 155255 (or) 1800 4254 732;
 - Send an e-mail to complaints@irda.gov.in;
 - Register and monitor Your complaint at igms.irda.gov.in; or
 - Send a letter to the IRDAI with Your complaint in the prescribed format at the following address:
Insurance Regulatory and Development Authority of India,
Survey No. 115/1, Financial District,
Nanakramguda, Hyderabad,Telangana State – 500032.

4. How to Approach Insurance Ombudsman

- 4.1. Alternatively, 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:
- delay in settlement of claims, beyond the time specified in the regulations by the IRDAI;
 - any repudiation of claims by the life insurer;
 - disputes over premium paid or payable in terms of insurance policy;
 - misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
 - legal construction of insurance policies in so far as the dispute relates to claim;
 - policy servicing related grievances against insurers and their agents and intermediaries;
 - issuance of life insurance policy which is not in conformity with the proposal form submitted by the proposer;
 - 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 (h)
- 4.2. 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.
- 4.3. 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.
- 4.4. 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	2 nd Floor, Pulinat Building, 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 - 2132204/5 Fax: 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	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur,

Aviva Life Insurance Company India Ltd.

		Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	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	4 th 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, Kanoj, 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

4th Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI -400054.

Tel:- 022-26106245/ 022-26103303, E mail: licouncil.lifeinscouncil.org

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.
8. 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.
9. 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.
10. 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.]