

PART B - POLICY DEFINITIONS

All capitalized terms in the Policy shall be ascribed the meaning as below:

1. **Age** means age of the Insured at last birthday, as specified in the Schedule.
2. **Annualized Premium** means the amount specified in the Schedule. It is the total amount of Regular / Limited Premiums paid in a Policy Year excluding the taxes, rider premiums, extra premiums and loadings for modal premiums, if any.
3. **Claimant** means the Policyholder if he is different from the Insured or the Nominee (includes Appointee in case Nominee is a minor) or Assignee and where there is none, the person/s named in Your will or Your legal heirs, as the case may be.
4. **Death Benefit** means the amount which is payable in accordance with clause 1.1 of Part C.
5. **Grace Period** means the additional time granted by Us from the Due Date for the payment of Regular / Limited Premium without any penalty or late fee, during which time the Policy is considered to be In-force with the Risk Cover without any interruption, as per the terms and conditions of the Policy. This period shall be fifteen (15) days if the premium frequency is monthly and thirty (30) days for all other premium frequencies, commencing from the date on which the Regular / Limited Premium was due.
6. **Insured** means the person, named in the Schedule, on whose life this Policy is affected.
7. **Insured Event** means the Insured's death.
8. **IRDA** of India or **IRDAI** means Insurance Regulatory and Development Authority of India established under the IRDA Act, 1999.
9. **Limited Policy Term** is the Policy in which Premium Paying Term is lesser than Policy Term.
10. **Maturity Benefit** means the amount payable, if any, in accordance with clause 1.2 of Part C.
11. **Maturity Date** means the date on which the Policy Term ends, as specified in the Schedule.
12. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy setup by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license. Medical Practitioner shall not include:
 - a) Your spouse, father (including step father), mother (including step mother), son (including step son), son's wife, daughter (including step daughter), daughter's husband, brother (including step brother) and sister (including step sister), or;
 - b) You or the Insured.
13. **Nominee** means the person named in the Schedule who has been nominated by You in accordance with Section 39 of the Insurance Act, 1938, as amended from time to time.
14. **Plan Option** means the Plan Option taken by You as is specified in the Schedule.
15. **Policy** means the contract of insurance entered into between You and Us as evidenced by this Policy Document.
16. **Policy Anniversary** means the annual anniversary of the Policy Commencement Date.
17. **Policy Commencement Date or Date of Inception** means the date on which the Policy commenced, as specified in the Schedule.
18. **Policy Document** means the present contract of insurance including the Schedule which has been issued on the basis of the Proposal Form, other representations and documents submitted by You and / or the Insured and the endorsements issued by Us and includes all of the above.
19. **Policy Term** means the period between the Policy Commencement Date and the Maturity Date.
20. **Policy Year** means a period of twelve months commencing on the Policy Commencement Date or any Policy Anniversary.
21. **Premium Payment Term** means the period, in years, as specified in the Schedule during which premium is payable.
22. **Proposal Form** means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Policy. The Proposal Form shall form an integral part of this Policy document and read together therewith.
23. **Pure risk** products means insurance products (without any savings element) where the payment of agreed amount is assured on the happening of death of the life assured within the term of the policy
24. **Regular Premium Policy** is the Policy in which Premium Paying Term is equal to Policy Term.
25. **Regular / Limited Premium** means the amount of the instalment premium as specified in the Schedule (including any amount paid as extra premium, but excluding applicable 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.

26. **Revival** means restoration of the Policy, which was discontinued due to the non-payment of premium, with all the benefits mentioned in the policy document, upon the receipt of all the premiums due and other charges or late fee if any, as per the terms and conditions of the policy, upon the Company being satisfied as to the continued insurability of the insured on the basis of the information, documents and reports furnished by the policyholder, in accordance with Board approved Underwriting policy.
27. **Revival Period** means a period of 5 consecutive years from the date of first unpaid premium and before the Date of Maturity.
28. **Rider** means an insurance cover attached to and forming part of the Policy if opted by You and to the extent specified in the Schedule. Overall, the total rider sum assured under each of the above rider cannot be more than ₹50 lacs on a single life considering all policies issued by Aviva. Rider shall be offered for Life Protect Option only.
29. **Risk Commencement Date** means the date given in the Schedule from which We accept the risk on the life of the Insured.
30. **Schedule** means the schedule (including any endorsements) We have issued in connection with this Policy and, if more than one, then the latest in time.
31. **Single Premium** shall be the premium amount payable as lumpsum payment at the inception of the Policy, excluding the taxes, rider premiums and underwriting extra premiums on riders, if any.
32. **Sum Assured** means the amount specified in the Schedule in respect of base plan excluding any Rider Sum Assured.
33. **Sum at Risk Schedule (Appendix- SAR):** Sum at Risk Schedule shows the amount payable on death of Life Assured during each policy year as specified in the Condition 1.1.2 of Part C of this Policy Document.
34. **Surrender Value**, means the amount payable, in accordance with Article 3 of Part D.
35. **Total Premiums Paid** means total of all the premiums received, excluding any extra premium, any rider/add on premiums and taxes.
36. **We, Our or Us** means the Aviva Life Insurance Company India Limited.
37. **You or Your or Policyholder** means the person named in the Schedule who has taken this Policy with Us.

Policy Interpretation

1. 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.
2. Any capitalized term used and not defined herein shall have the same meaning as is ascribed to them under the Rider Policy Document, if Rider has been opted. In case of any common terms in the Rider Policy Document and this Policy Document, for the purpose of this Policy the meaning ascribed to such terms in this Policy Document shall prevail.

PART C - POLICY BENEFITS

1. Benefit

The benefits available under this Policy will be payable by Us in accordance with this section depending on the Plan Option chosen by You at inception and as specified in the Schedule.

1.1 Death Benefit

On the happening of the Insured Event during the Policy Term provided all due premiums have been paid till the date of death, we shall pay the following amount as Death Benefit:

- 1.1.1 Sum Assured in case You opted for 'Life Protect' Plan Option
- 1.1.2 Amount as per the Sum at Risk Schedule for the Policy Year in which the Insured Event happens in case You opted for Credit Protect Plan Option.
- 1.1.3 The Death Benefit under the Life Protect Plan option will not be less than 7 times the Annualized Premium*, for Regular/Limited Premium Policy subject to a minimum of 105% of Total Premiums Paid till date of death. In case of death of the Insured during the policy year the due unpaid premium up to the next policy anniversary shall be deducted from the Death Benefit.
- 1.1.4 The Death benefit under Credit Protect Plan option other than Single Premium policy will not be less than 105% of Total Premiums Paid till date of death. In case of death of the Insured during the policy year the due unpaid premium up to the next policy anniversary shall be deducted from the Death Benefit.

1.2 Maturity Benefit

Nothing is payable in case the Insured survives till Maturity Date.

PART D – STANDARD PRODUCT CLAUSE

1. Free Look

This is an option to review the policy following receipt of policy document. The policyholder has a free look period of thirty (30) days from the date of receipt of the policy document, to review the terms and conditions of the policy and where the policyholder disagrees to any of those terms and conditions, the policyholder has the option to return the policy to the Company for cancellation, stating the reasons for his objection. Then the policyholder shall be entitled to a refund of the premium after deducting proportionate risk premium, if any, expenses incurred on medicals and stamp duty charges, if any.

2. Policy Discontinuance and Revival

2.1 Policy Discontinuance

2.1.1 If the due Regular / Limited Premium is not paid by You before the expiry of the Grace Period, then the Policy shall lapse and risk cover shall cease immediately. The Policy will not acquire any Surrender Value or Paid-Up Value.

2.2 Revival

2.2.1 In case You have not paid the due Regular / Limited Premium before of the expiry of the Grace Period and Your Policy becomes a Lapsed Policy then, You will have five years (5) from the date of First Unpaid Premium (FUP), but before the expiry of the Policy Term, to revive a Lapsed Policy by paying all due premiums along with interest on delayed premiums at 9% per annum compounded monthly, and taxes if any. The Policy can be revived by submitting the proof of continued insurability of the Insured to Our satisfaction as per Our Board approved underwriting policy on the sum to be revived.

2.2.2 We reserve the right to revive a Lapsed Policy as per Our Board approved underwriting guidelines. Further We, reserve the right to impose any extra premium as a result of underwriting. At the time of revival, the cost of medical examination and special tests, if any, will be borne by the Policyholder. The revival of a Lapsed Policy is also subject to payment of a Revival fee, as mentioned in Part E.

2.2.3 Policy once surrendered shall not be revived under any circumstances.

3. Surrender Value - Policy shall not acquire any surrender value under the Policy.

4. Exit Value (Unexpired Risk Premium Value):

4.1 You can Exit/terminate the policy contract during the remaining policy tenure under a Limited/Single premium policy provided all due premiums have been paid till the Premium Payment Term. On such termination, policyholder shall be eligible to receive an 'Exit Value' as per below formulae.

Life Protect Option

Limited Premium Policy

$$60\% \times \{ \text{Total Premiums Paid\# till date of Exit} \times \text{Outstanding Policy duration in complete months as on date of Exit} \div \text{Original Policy Term (in months)} \}$$

Credit Protect Option.

Limited Premium Policy

$$60\% \times \{ \text{Total Premiums Paid\# till date of Exit} \times \text{Outstanding Policy duration in complete months as on date of Exit} \div \text{Original Policy Term (in months)} \} \times (\text{Sum at Risk in the Policy Year of Exit} \div \text{Base Sum Assured})$$

Single Premium Policy

$$80\% \times \left\{ \frac{\text{Total Premiums Paid\# till date of Exit} \times \text{Outstanding Policy duration in complete months as on date of Exit}}{\text{Original Policy Term (in months)}} \right\} \times (\text{Sum at Risk* in the Policy Year of Exit} \div \text{Base Sum Assured})$$

#Total Premiums Paid means total of all the premiums received, excluding any extra premium, any rider/add-on premium and taxes.

4.2 On such payment, We shall terminate the Policy and we shall not be liable to make any other payment under the Policy accordance with Part C.

4.3 There is no Exit Value available for a Regular Premium Policy.

5: Premium Holiday Option

This option is available only under the 'Life Protect' variant of the plan.

Under this option, the policyholder can choose to defer the premium payments up to 12 months provided the policy has completed at least 5 years since inception. This period of deferment of the premium payment would be called the 'Premium Holiday Period'. On completion of the Premium Holiday Period, the policyholder is required to pay the past unpaid premium(s) as well as the premium due at that point of time. All the premium payments are to be made before the expiry of the grace period to keep the policy in-force. In case of non-payment of the due premiums, the policy shall be subject to Premium Discontinuance clause as per Terms and Conditions of the policy contract.

The policyholder can exercise the Premium Holiday Option again after the completion of 5 years since the expiry of the previous Premium Holiday Option. However, the option cannot be chosen in the last policy year of the Premium Payment Term. In case of happening of the insured event(s) during the Premium Holiday Period, respective Base/Rider Sum Assured after deduction of the Unpaid Premiums along with Premiums due at that point of time, shall be paid to the Claimant and the said policy/rider will terminate thereafter as per the Terms and Conditions of the Base/Rider plan.

6: Smart Exit Value Option:

This option is available only under the 'Life Protect' variant of the plan. Under this option the policyholder can terminate the in-force policy in return for a 'Smart Exit Value' which shall be equal to the Total Premiums Paid. Total Premiums Paid means total of all the premiums received, excluding any extra premium, any rider/add-on premium and taxes.

The option shall only be available to certain boundary conditions under a policy as specified below:

Premium Payment Term	Policy Term should at least be:	Maximum Age at Entry should be less than or equal to:	Maturity Age should be between
Limited Pay 5, 10	30 years	50 years	73 to 80 years
Limited Pay 15, 20	35 years	40 years	74 to 80 years
Regular Premium	45 years	35 years	73 to 80 years

6.1: Smart Exit Value is not available during the last 5 policy years (before maturity date) of the policy.

6.2: For Limited Pay policy, the Smart Exit value option is available provided all due premiums have been paid till the Premium Payment Term.

6.3: Under a Limited Pay policy, the Smart Exit Value can be availed only once when the life insured has attained age 60 last birthday and thereafter anytime till attainment of age 64 last birthday.

6.4: Under a Regular Pay policy, the Smart Exit Value can be availed only once during the policy year when the life insured has attained age 60 last birthday. This option cannot be availed if the life insured has attained age 61 last birthday or more.

7. Policy Loan

Loan is not available

8. Optional Riders

- a. Aviva Accidental Casualty Non-Linked Rider (UIN:122B035V01)
- b. Aviva New Critical Illness Non-Linked Rider (UIN:122B036V02) -Only Lump Sum Option
- c. Aviva Cancer Cardio Non-Linked Rider (UIN:122B037V02)

Aviva New Critical Illness Non-Linked Rider and Aviva Cancer Cardio Non-Linked rider cannot be taken together.

PART E -CHARGES

1. Applicable Charges

Not applicable to the Policy

2. Fund Options

Not applicable to the Policy

3. Fund Name

Not applicable to the Policy

PART F - GENERAL TERMS & CONDITIONS

1. Agent's Authority

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

2. Procedure for Payment of Claims

2.1 Payment of Death Benefit

It is a condition precedent to Our liability to make payment that:

Affirmative proof of death and any appropriate documents as required by Us must be completed and furnished to Us within ninety (90) days from the occurrence of the Insured Event, unless specified otherwise. However, a notification of claim received after ninety (90) days may be accepted, if the Claimant proves to Our satisfaction that there was delay for reasons beyond the control of the Claimant.

Upon the occurrence of the Insured Event 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:

- a) Original or certified copy of the death certificate issued by the municipal authorities.
- b) Original Policy Document.
- c) Our claim form duly completed, signed by the claimant and attested by the authorities as mentioned in the claim form.
- d) Certified proof of cause of death of the Insured from a Medical Practitioner.

- e) Duly certified Copy of cancelled cheque / pass book having details of bank account number, IFSC and name of claimant
- f) Last medical attendant / Medical Practitioner's report, if applicable.
- g) Employer's questionnaire, if applicable.
- h) Medical records including discharge / death summary related to admission to a hospital / medical facility or consultation with a Medical Practitioner within the last Five (5) years.
- i) Identification proof of the Nominee and Appointee (if applicable) issued by a governmental authority.
- j) Documentary proof, which establishes the Nominee and Appointee's relationship with the Insured.
- k) Address proof of the claimant for the address mentioned in the claim form.
- l) 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:
 - i. Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR).
 - ii. Newspaper articles / cutting, if any.

2.2 The afore-mentioned documents should be received by Us within ninety days of event giving rise to claim. We may condone the delay beyond 90 days if the Claimant proves to Our satisfaction that the delay was for reasons beyond his control.

3. Entire Contract

This Policy Document constitutes the entire contract of insurance between You and Us. We may amend the Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the IRDAI.

4. Governing Law

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

5. 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 an affidavit and indemnity bond along with nominal fee of Rs 250/ plus Taxes. Free Look provisions shall not be available in case of issuance a duplicate policy document.

6. 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 - 3

7. Nomination should be in accordance with provisions of Section 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 – 1

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

A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 2

9. Acceptance of Instructions

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

10. Notices & Correspondence

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

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

11. Suicide

If the Insured commits suicide, for any reason whatsoever, within twelve (12) months of:

11.1 The Policy Commencement Date, We will pay eighty percent of the total premiums paid.

11.2 The date of Revival of the Policy, We shall be liable to pay only eighty percent (80%) of the total premiums paid or the Surrender Value, as on the date of the Insured's death, whichever is higher.

Provided all due Regular / Limited Premiums have been received till the date of occurrence of the Insured's death.

12. Taxation

12.1 You need to pay all applicable taxes, cess or levies (including applicable charges) over and above the Premium, fees and charges payable by You.

12.2 We will deduct any applicable taxes, cess or levies (including applicable charges), as may be in force from time to time from any amounts payable by Us to You. We do not offer any tax advice or consultancy and You are advised to seek the opinion from Your tax advisor in relation to the applicable tax benefits and liabilities. We do not hold any responsibility for Your and / or Nominee's claim to any deduction/s under the tax laws in respect of the amount contributed or accrued / received. Tax laws are subject to change from time to time.

13. Termination

This Policy will immediately and automatically terminate on the earliest of:

13.1 Cancellation of the Policy under the Free Look option;

13.2 Occurrence of the death of the Insured and upon payment or repudiation of a claim;

13.3 On the expiry of the Revival Period, if the lapsed Policy is not revived.

13.4 On the Policy Maturity/Expiry Date.

13.5 On payment of exit value (unexpired risk premium value) as per Article 4 of Part D.

14. Age

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

15. Territorial Limits & Currency

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

PART G - GRIEVANCE REDRESSAL

1. Customer Service Assistance

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

- a) Call Us at **1800-103-7766 / 1800-180-2266**; or
- b) E-mail Us at: complaints@avivaindia.com; or
- c) Approach any of Our branch offices; or
- d) Contact Our advisor; or
- e) Contact Our customer services group at Our address specified in the Schedule

1.2 For more information, We request you to refer Our Grievance Redressal Policy as available on 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 Grievance Redressal Officer at:

- a) Head Office Aviva Life Insurance Company India Limited, 401-A, 4th Floor, Block-A, DLF Cyber Park, Sector-20, NH-8, Gurugram, Haryana - 122 016 or
- b) Call at **0124-2709046**; or
- c) E-mail at gro@avivaindia.com

3. How to Approach IRDAI Grievance Cell

3.1 If You are still not satisfied with the response or do not receive a response within 2 weeks, you may approach the Grievance Redressal Cell of the Consumer Affairs Department of the IRDAI on the following contact details:

- a) Call Toll Free Number **155255** (or) **1800-4254-732**;
- b) Send an E-mail to complaints@irdai.gov.in;
- c) Register and monitor your complaint at IRDAI's online portal - Bima Bharosa System <https://bimabharosa.irdai.gov.in>; or
- d) Send a letter to the IRDAI with Your complaint in the prescribed format at the following address:
Grievance Redressal Cell, Insurance Regulatory and Development Authority of India, Survey No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad, Telangana State - 500 032. Phone No - (040)20204000.
E-mail: irda@irdai.gov.in

4. How to Approach Insurance Ombudsman

4.1 Alternatively, you may approach the Insurance Ombudsman at the address mentioned in the given link https://www.avivaindia.com/sites/default/files/Ombudsman_Address.pdf or at the IRDAI's website www.irdai.gov.in, if Your grievance pertains to:

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

- 4.2** The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee. The complaint shall state clearly:
- a) The name and address of the complainant;
 - b) The name of the branch or office of the insurer against whom the complaint is made;
 - c) The facts giving rise to the complaint and supporting documents;
 - d) The nature and extent of the loss caused to the complainant; and
 - e) The relief sought from the Insurance Ombudsman.
- 4.3** As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Insurance Ombudsman can be made only if the complainant makes a written representation to the insurer named in the complaint and;
- a) Either the insurer had rejected the complaint; or
 - b) The complainant had not received any reply within a period of one month after the insurer received his representation; or
 - c) The complainant is not satisfied with the reply given to him by the insurer.
- 4.4** The complaint should be made within one (1) year:
- a) After the order of the insurer rejecting the representation is received; or
 - b) After receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - c) After expiry of one (1) month from the date of sending the written representation to the insurer to which the insurer has failed to reply.
- 4.5** 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.
- 4.6** 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.
- 4.7** 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.

ANNEXURE 1

Section 39 - Nomination by Policyholder

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

1. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the Policyholder may appoint any person to receive the money secured by the policy in the event of Policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured nominates his
 - a) parents or b) spouse or c) children or d) spouse and children e) or any of them
 the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such case only the provisions of Section 39 will not apply.

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

ANNEXURE 2

Section 38 - Assignment and Transfer of Insurance Policies

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

1. This policy may be transferred / assigned, wholly or in part, with or without consideration.
2. An assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorize agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.

7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a) not bonafide or
 - b) not in the interest of the policyholder or
 - c) not in public interest or
 - d) is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a) Where assignment or transfer is subject to terms and conditions of transfer or assignment; or
 - b) Where the transfer or assignment is made upon condition that
 - i. The proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured; OR
 - ii. The insured surviving the term of the policy

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

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

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014 are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - i. the date of issuance of policy or
 - ii. the date of commencement of risk or
 - iii. the date of revival of policy or
 - iv. the date of rider to the policywhichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - i. the date of issuance of policy or
 - ii. the date of commencement of risk or
 - iii. the date of revival of policy or
 - iv. the date of rider to the policywhichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

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

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