

PART A

Aviva CSC BimaLaabh Yojana 122N109V01

1. Forwarding Letter with Free Look Clause

Mr XYZ ABC
D-X, Block-XY
Near XY5
South Delhi - 110062
Delhi, India

Mob. No.-1111111111111111
Ph. No.- 22222222222222
Home No.- 33333333333333

Policy No.: _____ /Client ID: _____

[Bar Code]

Dear Mr XYZ ABC,
A Warm Welcome to Aviva!

Thank you for choosing Aviva for your insurance needs.

A copy of your Proposal Form and associated documents are included with your Policy for your reference. Please review the documents in detail to help you understand your Policy better. An electronic copy of this Policy and your medical reports (if applicable) has already been sent to your registered email address.

You can also access a useful handbook on insurance which is available for download on IRDA's consumer education website www.policyholder.gov.in.

Your next premium is due on _____. Timely payment will help ensure you enjoy complete Policy benefits.

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

Thank you for being a valued customer.

Yours Sincerely,

Vijayalakshmi Natarajan
Director – Operations

*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*

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Right to reconsider during the Free Look Period

Dear Mr. ABC XYZ ,

Your application for life insurance with Aviva Life Insurance has been accepted.

YOU HAVE 15 DAYS FROM THE RECEIPT OF THIS POLICY TO RECONSIDER YOUR APPLICATION (30 DAYS FROM RECEIPT IN CASE THE POLICY IS SOLICITED THROUGH DISTANCE MARKETING)

Here are some questions to help you decide.

Do you understand what your Policy will do for you?

Before you signed the Proposal Form you would have received a key features document. If there is anything, which is still unclear, please contact our Customer Services Help Line on 1800-103-7766/0124-2709046, or your financial planning adviser.

If you do not agree with any of the terms and conditions of the Policy, what should you do?

If you are dissatisfied with your Policy's terms and conditions for any reason, you can cancel the Policy by sending us a letter marked to "Customer Services" at the above mentioned address stating the terms or conditions with which you disagree within 15 days of receiving this Policy and within 30 days of receiving this in case the Policy is solicited through distance marketing. You will also need to return the Policy, Schedule and premium receipt to Us.

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.

Will you lose anything by cancelling the policy during the Free Look Period?

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.

If you wish to proceed with the Policy, what should you do?

Ignore this notice.

2. Policy Preamble

This Policy is evidence of a contract of insurance between You and Us. Your Proposal Form is the basis of the insurance provided by, and is part of, the Policy document, which means these standard terms & conditions and the Schedule.

We agree to provide the benefits set out in this Policy on the occurrence of the insured event subject to its terms and conditions.

3. Policy Schedule



SCHEDULE

This Schedule forms an integral part of the Policy and should be read in conjunction.

1. Policy Details	
Policy Number:	
Plan Name:	Aviva CSC BimaLaabh Yojana
UIN:	122N109V01
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

A. Base Plan

Sum Assured	Rs.
Premium Payment Type	Regular Premium
Regular Premium*	Rs.
Applicable Tax Amount*	Rs.
Total payable (Base Plan)	Rs.
Premium Frequency:	
Annual Premium**	Rs.
Annualised Premium**	Rs.
Policy Commencement Date	
Risk Commencement Date	
Policy Term	
Premium Payment Term	5 years
Due date for payment of last Regular Premium	
Maturity Date	

* Applicable taxes will be charged and/or deducted on/from the Premium/charges/fees at the prevailing rate. Tax laws are subject to change.

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

5. Nomination Details (Under section 39 of the Insurance Act 1938)

Nominee(s) 1

Name:
 Percentage:
 Address:
 Age:

Relationship:

Nominee(s) 2

Name:
 Percentage:
 Address:
 Age:

Relationship:

Nominee(s) 3

Name:
 Percentage:
 Address:
 Age:

Relationship:

Appointee (in case of minority of the Nominee)

Appointee

Name:

Address:

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

Beneficiary 1

Name:

Age:

Relationship:

Percentage:

Address:

Beneficiary 2

Name:

Age:

Relationship:

Percentage:

Address:

Beneficiary 3

Name:

Age:

Relationship:

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 Number:

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: New Delhi

PART B

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.
3. Annualised Premium means the amount specified in the Schedule.
4. Appointee means the person named in the Schedule 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 during the minority of the Nominee.
5. Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
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. Insured means the person named as the insured in the Schedule on whose life this Policy is effected.
9. Insured Event means the Insured's death.
10. IRDA means Insurance Regulatory and Development Authority established under the IRDA Act, 1999.
11. Maturity Date means the date 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 set up by the government of India or by 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 or the Insured's close relative; or
 - ii. a person who resides with You or the Insured; or
 - iii. You or the Insured
13. Nominee means the person named in the Schedule who has been nominated in accordance with Part F.
14. Policy means the arrangement established by this Policy. Policy Anniversary means the annual anniversary of the Commencement Date.
15. Policy Term means the period between the Commencement Date and the Maturity Date.

16. Policy Year means a period of twelve (12) months commencing on the Commencement Date or any Policy Anniversary.
17. Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
18. 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.
19. Regular Premium means the amount of the installment 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.
20. Revival period means a period of two (2) years commencing from the date of the first unpaid Regular premium.
21. Risk Commencement Date means the date on which the risk under this Policy commences, as specified in the Schedule.
22. 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.
23. Sum Assured means the amount specified in the Schedule.
24. Surrender Value means the amount payable, if any, on the surrender of the Policy in accordance with Part C.
25. We, Our or Us means the Aviva Life Insurance Company India Limited.
26. You or Your means the person named in the Schedule who has concluded this Policy with Us.

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

1. Death Benefit:

1.1 If the Insured Event occurs during the Policy Term and provided that all due Regular Premiums till date have been received in full, We will pay the Death Sum Assured to the Nominee, which is highest of the following amounts:

- 1.1.1 Ten (10) times of Annual premium (excluding any amount paid as extra premium , if any)
- 1.1.2 105% of the Regular Premiums paid (excluding any amount paid as extra premium , if any); or
- 1.1.3 Sum Assured of the Policy as specified in the Schedule

1.2 We will deduct any outstanding Regular Premium that would have been payable in the Policy Year in which the Insured Event occurs.

1.3 The Policy shall automatically terminate on the payment of the Death Benefit.

2. Surrender Value & Paid up Value

No surrender and paid up value is payable under the Policy.

3. Payment of Regular Premium and Grace Period

3.1 Regular Premium shall be paid by You to Us on every Policy Anniversary, if Your Premium Frequency is annual. If Your Premium Frequency is monthly, then the Regular Premium shall be paid on the date corresponding with the Commencement Date in every month. If the corresponding date does not exist in a particular month, then the last day of that month shall be deemed to be the due date.

3.2 If We do not receive the Regular Premium in full on the due date then, we shall allow a Grace Period for you to pay the unpaid Regular Premium to Us. If the Insured Event occurs during this Grace Period, we will make payments in accordance with Article 1 of Part C.

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

- 3.3.1 Policy shall immediately and automatically lapse without acquiring any value and no amount will be payable under the Policy on the occurrence of the Insured event or otherwise.
- 3.3.2 If You do not revive the Policy within the Revival Period then the Policy shall automatically terminate and no amount shall be payable under or in relation to the Policy.

4. Suicide

4.1 If the Insured Event occurs due to suicide, within twelve (12) months of:

- 4.1.1 The Commencement Date, We shall not be liable to make any payment under the Policy other than the refund of eighty percent (80%) of the Regular Premiums received (excluding extra premiums, if any). We shall not be liable to make payment of this amount if the Regular Premiums due have not been received in full before the Insured Event.
- 4.1.2 The date of revival of the Policy, We shall not be liable to make any payment under the Policy other than the refund of eighty percent (80%) of the Regular Premiums received (excluding extra premium, if any),

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PART D

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. 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 cancel the Policy during the free look period, We will refund the Regular Premium received (including applicable 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. Revival

2.1 If the Policy has lapsed in accordance with Article 3.3 of Part C, You may give us a written notice before the expiry of the Revival Period. The written notice to revive the Policy must be accompanied by all due Regular Premiums (including applicable taxes). You shall also provide Us with all information and documentation We request. You understand and agree that:

2.1.1 You shall pay the due Regular Premiums, taxes (as applicable) in full.

2.1.2 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.

2.1.3 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.

3. Premium frequency alteration

You may alter the Premium Frequency on any Policy Anniversary during the Premium Payment Term provided that Your request for the change in Premium Frequency is received by Us at least ten (10) days prior to the Policy Anniversary.

4. Conditions for Payment of Benefits

It is a condition precedent to Our liability to make payment of the benefits under this Policy that:

4.1 We are given a written notice immediately and in any event within ninety (90) days of the occurrence of the Insured Event. If We are not given written notice of the claim within ninety (90) days of the occurrence of the Insured Event, We may accept the claim if We are given reasons in writing for the delay which in Our view are reasonable;

4.2 Upon occurrence of the Insured Event, We are given such information and/or documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause of the Insured Event and/or Our liability in respect of it, including but not limited to:

- 4.2.1 The original or certified copy of the death certificate issued by competent municipal authorities;
- 4.2.2 The original Policy document;
- 4.2.3 Our claim form duly filled in, signed by the claimant and attested by the authorities as mentioned in claim form;
- 4.2.4 Certified proof of the cause of death of the Insured from a Medical Practitioner;
- 4.2.5 Last medical attendant's/Medical Practitioner's report, if applicable;
- 4.2.6 The employer's questionnaire duly completed, if applicable;
- 4.2.7 Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years;
- 4.2.8 Identification proof of the Nominee (and Appointee, if applicable) issued by a governmental authority;
- 4.2.9 Any document, which establishes the Nominee's (and Appointee's, if applicable) relationship with the Insured;
- 4.2.10 Address proof of the Nominee (and Appointee, if applicable) for the address mentioned in the claim form;
- 4.2.11 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 must also be submitted to Us:
 - a) Certified copies of the First Information Report (FIR), Post Mortem report (PMR) and Final Police Inquest report (FPIR);
 - b) Newspaper articles/cuttings, if any.
- 4.3 We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.
- 4.4 We may agree to accept minimum required documents on a case to case basis.

5. Termination

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

- 5.1 The occurrence of the Insured Event.
- 5.2 The Maturity Date.
- 5.3 The expiry of Revival Period and if the lapsed policy has not been revived in accordance with Article 2 of Part D.

PART E

1. Applicable Charges

Not applicable to the Policy

2. Fund Options

Not applicable to the Policy

3. Fund Name

Not applicable to the Policy

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PART F

General Terms & Conditions

1. Taxation

- 1.1. We shall deduct or charge any taxes, 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.
- 1.2. 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.

2. Nomination and Assignment

2.1.

- a) **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 –

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- b) **Assignment should be in accordance with provisions of section 38 of the Insurance Act 1938 as amended from time to time.**

2.2. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 3

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) but agree not to do so without first having obtained the consent of the IRDA.

4. Due Observance

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by You/Nominee shall be a condition precedent to Our liability under this Policy.

5. Fraud

Subject to the provisions of Section 45 of the Insurance Act, 1938, if You or anyone acting on Your behalf or at Your direction, or with Your knowledge is proved to have made any misrepresentation or made/advanced any claim under this Policy knowing it to be dishonest,

misleading, false or fraudulent in any respect, then, this Policy shall be immediately cancelled by paying the Surrender Value, if any.

6. Territorial Limits & Currency

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

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

8. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure–1 Loss of the Policy

8.1. We will replace a lost Policy 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 at Your expense, as We consider necessary before issuing a duplicate Policy.

8.2. If We agree to issue a duplicate Policy, it is hereby understood and agreed that the original Policy 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 or arising out of the issuance of a duplicate Policy.

9. Notices & Correspondence

9.1. 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.

9.2. 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 posting. Any change of Your address (including change in the registered email id) or Your Nominee's address 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.

9.3. 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.

10. Agent's Authority

10.1. The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.

10.2. 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.

11. 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.

Annexure 1

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 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
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
whichever is later.
02. On the ground of fraud, a policy of Life Insurance may be called in question withi 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
whichever 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.
03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.
04. 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.
05. 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.

06. 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.
07. 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.
08. 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.
09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act ,2015 which is deemed to have come into force on the 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 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:

01. 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.
02. 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.
03. Nomination can be made at any time before the maturity of the policy.
04. 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.
05. 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.
06. 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.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
 08. 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.
 09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
 13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
 14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 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 a 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 3

Section 38 - Assignment and Transfer of Insurance Policies

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

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. 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.
03. 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.
04. The assignment must be signed by the transferor or assignor or duly authorize agent and attested by at least one witness.
05. 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 there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. 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.
08. 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.
09. 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.]

PART G

Grievance Redressal Mechanism

Grievance Redressal Mechanism

For any query, complaint or grievance You can:

- a) Call at 1800-103-7766 / 1800-180-2266 or E-mail: complaints@avivaindia.com
- b) Approach any of Our branch offices or contact Our customer services group at the Head Office at Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF- Phase V, Sector-43, Gurgaon-122003 (Haryana).

If You do not receive any response within 10 days or are not satisfied with the response, You may contact Complaint Redressal Officer (CRO) at

- a) Head Office; or
- b) Call at 0-124-2709046, or
- c) Email: cro@avivaindia.com

If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Cell of the IRDAI 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, 9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh, Fax No: 91- 40 – 6678 9768”

Alternatively, You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDA of India’s website www.irda.gov.in, if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy;
-
- Delay in settlement of a claim;
- Dispute with regard to the premium; or
- Non-receipt of Your insurance document.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant. As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Insurance Ombudsman can be made:

- Only if the grievance has been rejected by Our Grievance Redressal Machinery;
- Within a period of one year from the date of rejection by Us; and
- If it is not simultaneously under any litigation.

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

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, Bhubaneshwar - 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:	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh

		bimalokpal.chandigarh@ecoi.co.in , Fax: 0172 - 270 8274	
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 - 2132204/5 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	Andhra Pradesh, Telangana, and UT of Yanam – a part of the UT of Pondicherry

		E-Mail: bimalokpal.hyderabad@ecoi.co.in	
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),	Goa, Mumbai Metropolitan Region

		S.V. Road, Santa Cruz (W), Mumbai - Tel: 022 – 2610/6552/6960, Fax: 022 - 26106052 E-Mail: bimalokpal.mumbai@ecoi.co.in	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, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad , Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16	PATNA	1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
17	PUNE	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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