

**Aviva New Innings Pension Plan**  
**An Individual Non-Linked, Non-participating Pension Plan**

**Part A**

CfN-

UIN:

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

Mr. XYZABC  
ABC Company Scheme  
Address Line 1  
Address Line 2  
State  
PfN

**Subject: Aviva New Innings Pension Plan- Policy Number:\_\_\_\_\_ /Client ID:**

Dear Customer,

Thank you for choosing Aviva Life Insurance Company India Limited.

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

Please review the documents carefully. If you have any queries please contact the Customer Services at any of our branch(es) or email us at: customerservices@avivaindia.com or call us at 1800-103-7766/ 1800-180-2266.

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

If You are dissatisfied with the terms and conditions of Policy and wish to return the same for cancellation, please send a letter marked to "Customer Services" at the address mentioned below along with the original Policy Document and premium receipt. You must exercise the option to return the Policy within fifteen (15) days (30 days in case of electronic Policy and Policy obtained through distance mode) of receipt of this Policy Document stating reasons for cancellation. On receipt of the afore-mentioned documents, We will refund the Premium (without interest) received, after deducting the stamp duty charges. For standalone Policy, the proceeds from cancellation shall be returned to You. If this policy is purchased out of proceeds of a deferred pension plan of Aviva or any other insurance company: The proceeds from cancellation will be transferred back to that insurance company.

For a Policy sourced under Qualifying Recognized Overseas Pension Scheme (QROPS) through transfer of UK tax relieved assets, the proceeds from cancellation in Free look period shall only be transferred back to the fund house from where the money was received.

Yours Sincerely

Name

Designation

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

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

Intermediary Name:

Intermediary Code:

Intermediary Telephone No.:

Intermediary Email:

Intermediary License No.

Intermediary Mobile No:

## 2. Policy Preamble

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

Policy	
Policy Number :	
Plan Name	: Aviva New Innings Pension <b>Plan</b>
UIN	
Insurance Agent/ Insurance Intermediary:	
Name of the Insurance Agent/ Insurance Intermediary:	
Insurance Agent/ Insurance Intermediary License No.:	
Insurance Agent/ Insurance Intermediary Code:	
Address:	
Telephone No.:	Mobile No.:
Email:	
Policyholder	Insured
Name	Name
Date of birth	Date of birth
Age	Age
Gender	Gender
Identity Proof:	Identity Proof
Address	Address
Telephone No. :	Telephone No. :
Mobile No.	Mobile No.

Email	Email		
Whether Age admitted (Yes/No):  Relationship with Insured: <b>Insurance Details</b>			
*Single Premium	Risk Commencement Date:		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>*#Regular Premium</b>             Annualised Premium             Applicable Tax Amount             Total Amount             Policy Term             Premium Payment Term             Vesting Date             Due Dates for payment of Regular Premium:             Date of last installment of Regular Premium:             Maturity Sum Assured:             *Alteration Charges: Nil         </td> <td style="width: 50%; vertical-align: top; border-left: 1px solid black; padding-left: 10px;">           Premium      Frequency             Commencement    Date         </td> </tr> </table>		<b>*#Regular Premium</b>  Annualised Premium  Applicable Tax Amount  Total Amount  Policy Term  Premium Payment Term  Vesting Date  Due Dates for payment of Regular Premium:  Date of last installment of Regular Premium:  Maturity Sum Assured:  *Alteration Charges: Nil	Premium      Frequency  Commencement    Date
<b>*#Regular Premium</b>  Annualised Premium  Applicable Tax Amount  Total Amount  Policy Term  Premium Payment Term  Vesting Date  Due Dates for payment of Regular Premium:  Date of last installment of Regular Premium:  Maturity Sum Assured:  *Alteration Charges: Nil	Premium      Frequency  Commencement    Date		
*Revival Fee: Rs.250/- *Duplicate Policy Fee: Rs.250/-			
#Applicable taxes will be charged on the premium/charges/fee at the prevailing rate. Tax laws are subject to change.			

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

**Nominees:**

Name:	Name: _____	Name: _____
Address:	Address: _____	Address: _____
Age _____	Age: _____	Age: Percentage :
Percentage :	Percentage: Relationship	
Relationship: _____	Relationship _____	
Telephone No.:	Telephone No.	Telephone No.

Mobile No.:	Mobile No.:	Mobile No.:										
Email:	Email:	Email:										
<p>Appointee (in case of minority of the Nominee)</p> <p>Name:</p> <p>Relationship:</p> <p>Address: _____</p> <p>Telephone No.:</p> <p>Mobile No.:</p> <p>Email:</p>												
<p>Beneficiaries in case of Insurance under the Married Women's Property Act, 1874</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Name:</td> <td style="width: 50%;">Name:</td> </tr> <tr> <td>Address</td> <td>Address :</td> </tr> <tr> <td>Telephone No.</td> <td>Telephone No.</td> </tr> <tr> <td>Mobile No.</td> <td>Mobile No.</td> </tr> <tr> <td>Email</td> <td>Email</td> </tr> </table> <p>Any Special Conditions:</p> <p>Endorsements, if any:</p> <p>All premiums and benefits under this Policy are payable in Indian Rupees.</p> <p>This Schedule forms an integral part of the Policy Document and should be read in conjunction.</p> <p>Our Address :</p> <p><u>Aviva Life Insurance Company India Ltd., 401-A, 4th Floor, Block A, DLF Cyber Park, Sector 20,</u></p> <p><u>NH-8, Gurugram • Haryana - 122 016</u></p>			Name:	Name:	Address	Address :	Telephone No.	Telephone No.	Mobile No.	Mobile No.	Email	Email
Name:	Name:											
Address	Address :											
Telephone No.	Telephone No.											
Mobile No.	Mobile No.											
Email	Email											

Note: On examination of this Policy Document, if You notice any mistake, please return this Policy Document to Us for correction.

Authorised Signatory:

Date:

Place: Gurugram

## Part B

### 1. Definitions

- 1.1. The terms defined below have the meanings given to them wherever they appear in the Policy Document:
- 1.1.1 Age means age at last birthday as specified in the Schedule.
  - 1.1.2 Annualised Premium means the amount specified in the Schedule. It is the premium payable in a Policy Year excluding applicable taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any
  - 1.1.3 Commencement Date means the date on which this Policy commences, as specified in the Schedule.
  - 1.1.4 Grace Period means the time granted by Us from the due date for the payment of Regular 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 & conditions of the Policy. Grace Period is provided for a period of fifteen (15) days if the Premium Frequency is monthly and thirty (30) days for all other Premium Frequencies, commencing from the date on which the Regular Premium was due.
  - 1.1.5 Insured means the person named as the insured in the Schedule on whose life this Policy is affected.
  - 1.1.6 Insured Event means the Insured's death.
  - 1.1.7 IRDA of India or IRDAI means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
  - 1.1.8 Maturity Benefit means the amount payable in accordance with Article 1.2 (Maturity Benefit) of Part C.
  - 1.1.9 Nominee means the person named in the Schedule who has been nominated in accordance with Article 5 (Nomination and Assignment) of Part F.
  - 1.1.10 Paid-up Value means the amount payable in accordance with Article 1.1.2(b)(ii) Of Part D.
  - 1.1.11 Policy means the arrangements established by this Policy Document.
  - 1.1.12 Policy Anniversary means the annual anniversary of the Commencement Date.
  - 1.1.13 Policy Term means the period between the Commencement Date and the Vesting Date.
  - 1.1.14 Policy Year means a period of 12 months commencing on the Commencement Date or any Policy Anniversary.

- 1.1.15 Premium Payment Term means the period specified in the Schedule during which Single/Regular Premium is payable.
- 1.1.16 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.
- 1.1.17 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.
- 1.1.18 Revival Period means a period of five (5) consecutive years commencing from the date of the first unpaid Regular Premium.
- 1.1.19 Risk Commencement Date means the date given in the Schedule from which We accept the risk on the life of the Insured.
- 1.1.20 Single Premium means the lump sum premium amount paid as specified in the Schedule, excluding any amount paid as extra premium and applicable taxes, if any.
- 1.1.21 Schedule means the schedule (including any annexure/tables attached to it and any endorsements), as amended from time to time, We have issued in connection with this Policy.
- 1.1.22 Surrender Value means the amount payable in accordance with Article 2 (Surrender Value) of Part D.
- 1.1.23 Total Premiums Paid means the total of all the premiums received by Us, excluding extra premium, rider premium and applicable taxes, if any.
- 1.1.24 Vesting Date means the date specified in the Schedule on which the Maturity Benefit becomes payable, provided the Insured is alive on such date.
- 1.1.25 We, Our or Us means the Aviva Life Insurance Company India Limited.
- 1.1.26 You or Your or Policyholder means the person named in the Schedule who has concluded this Policy with Us.
- 1.1.27 QROPS or Qualifying Recognized Overseas Pension Scheme, is an overseas pension scheme that meets certain requirements set by Her Majesty's Revenue and Customs (HMRC) in the United Kingdom. Indian expatriates who have worked in the United Kingdom and have accumulated a pension fund can move their pension fund to India and receive pension from pension schemes operating in India which are registered as QROPS.

## **2. Interpretation**

In this Policy, where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment includes any subsequent amendment to that enactment and reference to days means calendar days only.



## Part C

### 1. Benefits

#### 1.1. Death Benefit

1.1.1 On the occurrence of the Insured Event during the Policy Term, provided that all due premiums till the date of the Insured Event have been received and this Policy is in force, We will pay the higher of following amount

- a)  $X\%$  \* of the Total Premiums Paid till the date of occurrence of Insured Event.
- b) Surrender value as on date of occurrence of insured event (Surrender Value will be higher of Guaranteed Surrender Value or Special Surrender Value)

\*X% would be as per following table:

Policy Year of Death	Death Benefit Factors (X%)			
	PT=16 Years	PT= 18 Years	PT=20 Years	PT=20 Years
	PPT=5 Years	PPT=10 Years	PPT=8 Years	PPT=Single
1 <sup>st</sup>	105%	105%	105%	105%
2 <sup>nd</sup>	105%	105%	105%	105%
3 <sup>rd</sup>	105%	105%	105%	105%
4 <sup>th</sup>	105%	105%	105%	105%
5 <sup>th</sup>	105%	105%	105%	105%
6 <sup>th</sup>	110%	105%	105%	110%
7 <sup>th</sup>	120%	105%	105%	120%
8 <sup>th</sup>	120%	105%	110%	130%
9 <sup>th</sup>	140%	110%	120%	140%
10 <sup>th</sup>	145%	115%	130%	150%
11 <sup>th</sup>	150%	125%	140%	160%
12 <sup>th</sup>	155%	140%	150%	170%
13 <sup>th</sup>	170%	155%	160%	185%
14 <sup>th</sup>	185%	170%	170%	200%
15 <sup>th</sup>	205%	185%	180%	215%
16 <sup>th</sup>	230%	200%	190%	240%
17 <sup>th</sup>		215%	210%	260%
18 <sup>th</sup>		230%	235%	285%
19 <sup>th</sup>			245%	310%
20 <sup>th</sup>			270%	350%

1.1.2 A. On the occurrence of the Insured Event during the Policy Term, the Nominee shall exercise one of the following options:

- i) To utilize the entire proceeds of the policy or part thereof for purchasing an immediate annuity or deferred annuity from the same insurer (Aviva Life Insurance Company India Ltd.) at the then prevailing rate. However, the nominee shall be given an option to purchase an immediate annuity or deferred annuity from another insurer at the then prevailing rate to the extent of percentage, as stipulated by the Authority (IRDAI), currently 50%, of the entire proceeds of the policy net of commutation.
- ii) Withdraw the entire proceeds of the policy

B. In case the proceeds of the policy are not sufficient to purchase the minimum annuity amount as stipulated by the IRDA of India from time to time, the proceeds of the policy may be paid as lump sum.

Presently for annuitisation, Aviva offers its immediate annuity plan viz. Aviva Saral Pension (UIN: 122N138V01).

- 1.1.3 If the Insured Event occurs during the Policy Term and after the discontinuation of payment of Regular Premium, the amount payable shall be in accordance with Article 1 of Part D only.

1.2. Maturity Benefit

- 1.2.1 If the Insured survives till the Vesting Date and provided that all due Single/Regular Premiums till the Vesting Date have been received and this Policy is in force, then, Maturity Benefit will be equal to the Maturity Sum Assured as specified in the Schedule.

- 1.2.2 On the Vesting Date, You shall exercise one of the following options:

- a) To utilize the entire proceeds of the Policy for purchasing an immediate annuity or deferred annuity from Us at the then prevailing annuity rate subject to Article 1.2.2(d) below; You shall be given an option to purchase immediate annuity or deferred annuity from any other insurer. Or
- b) To commute up to 60% and utilize the balance amount to purchase immediate annuity or deferred annuity from Us at the then prevailing annuity rate subject to Article 1.2.2(d) below; You shall be given an option to purchase immediate annuity or deferred annuity from any other insurer. Or
- c) To utilize 50% (or upto such percentage as stipulated by the IRDA of India from time to time) of the entire proceeds of the Policy net of commutation, if any, to purchase an immediate annuity or deferred annuity from another insurer at the then prevailing rate, subject to Article 1.2.2(d) below.
- d) In the event that the proceeds of the Policy on the Vesting Date are not sufficient to purchase the minimum annuity amount as stipulated by the IRDA of India from time to time, then the proceeds of the Policy shall be paid to You or the Nominee as a lump sum.

- 1.2.3 If the Insured survives till the Vesting Date and after the discontinuation of the payment of Regular Premium, the amount payable shall be in accordance with Article I of Part D only.

## **2. Premium Payment Condition**

The following provisions are not applicable if Single Premium is paid under the Policy.

Regular Premium shall be paid by You to Us on every Policy Anniversary, if Your Premium Frequency is annual. If Your Premium Frequency is half yearly, or quarterly, or monthly, then the Regular Premium shall be paid on the date corresponding with the Commencement Date in every half-year, quarter or month respectively. 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. In any event, the Regular Premium shall be paid by You to Us before the expiry of the Grace Period.

You may alter the Premium Frequency on any Policy Anniversary provided that Your request for the change in Premium Frequency is received by Us at least 10 days prior to the Policy Anniversary along with the Alteration Charges as specified in the Schedule.

## **3. Grace Period**

If We do not receive the Regular Premium in full by the due date then We shall allow a Grace Period of fifteen (15) days if the Premium Frequency is monthly and thirty (30) days for all other Premium Frequencies from the due date of the first unpaid installment of Regular Premium for You to pay the unpaid Regular Premium to Us. If the Insured Event occurs during the Grace Period then We will make payment in accordance with Article 1.1 of Part C.

## Part D

### 1. Lapse/Paid-up of the Policy & Revival of the Policy

The following provisions are not applicable if Single Premium is paid under the Policy.

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

1.1.1 If the default in payment of Regular Premium occurs during the first two Policy Years:

- a) This Policy shall immediately and automatically lapse on the expiry of the Grace Period.
- b) If You do not revive the Policy (please also refer Article 1.1.2 (c) below) within the Revival Period then the Policy shall terminate without any benefit.

1.1.2 If the default in payment of Regular Premium occurs after the completion of the first two Policy Years:

- a) The Policy shall automatically become paid-up after expiry of the Grace Period.
- b) If the Policy becomes paid-up, then, unless the Policy is subsequently revived in accordance with Article 1.1.2(c) below:

On the occurrence of the Insured Event during the Policy Term when the Policy is Paid-up, We will pay Paid-up Death Benefit being a) 105% of the Total Premiums Paid or the Surrender value as on date of occurrence of insured event whichever is higher

- (i) If the Insured Event has not occurred before the Vesting Date and the Policy is Paid-up, then, Paid up Value shall be payable as per following formula:

Paid-up Value= Maturity Sum Assured X Total number of premiums paid/Total number of premiums payable at the start of the Policy

- (ii) You may surrender the Policy in accordance with Article 2 below.

- c) If the Policy has lapsed or has become paid-up in accordance with Article 1.1 above then You may give Us written notice along with all the due Regular Premiums, including applicable taxes and applicable interest amount, to revive the Policy during the Revival Period and provide Us with all information or documentation We request. You understand and agree that:

- (i) You shall pay all the due Regular Premiums, including applicable taxes, in full and the interest at the rate of 9% per annum compounded monthly plus applicable taxes and the Revival Fee as specified in the Schedule.
- (ii) You shall bear the cost of medical examination, if any
- (iii) 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.
- (iv) The revival of the Policy shall only be effective from the date on which We issue a written endorsement confirming the revival of the Policy.

## **2. Surrender Value**

2.1 A Single Premium Policy can be surrendered anytime during the Policy Term.

2.2 A Regular Premium Policy can be surrendered anytime provided at least two years' premiums have been received by Us.

2.3 Subject to conditions specified in 2.1 and 2.2 above, the Policy may be surrendered by You giving a written notice to Us and We will pay a Surrender Value which is the higher of the Guaranteed Surrender Value (GSV) and the Special Surrender Value (SSV).

2.4 The Guaranteed Surrender Value shall be calculated as follows:

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Total Premiums Paid x GSV Factor\*

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\*GSV Factors are provided in the following table

Policy Year of surrender	Guaranteed Surrender Value Factors			
	PT=16 Years	PT= 18 Years	PT=20 Years	PT=20 Years
	PPT=5 Years	PPT=10 Years	PPT=8 Years	PPT=Single
1 <sup>st</sup>	-	-	-	75%
2 <sup>nd</sup>	30%	30%	30%	75%
3 <sup>rd</sup>	35%	35%	35%	75%
4 <sup>th</sup>	50%	50%	50%	90%
5 <sup>th</sup>	60%	50%	50%	90%
6 <sup>th</sup>	75%	50%	55%	90%
7 <sup>th</sup>	85%	60%	60%	95%
8 <sup>th</sup>	90%	70%	65%	100%
9 <sup>th</sup>	100%	80%	80%	110%
10 <sup>th</sup>	110%	90%	95%	120%
11 <sup>th</sup>	120%	100%	105%	130%
12 <sup>th</sup>	130%	110%	115%	140%
13 <sup>th</sup>	145%	120%	125%	150%
14 <sup>th</sup>	160%	130%	135%	160%
15 <sup>th</sup>	170%	140%	145%	170%
16 <sup>th</sup>	180%	150%	155%	180%
17 <sup>th</sup>	-	170%	170%	190%
18 <sup>th</sup>	-	180%	185%	200%
19 <sup>th</sup>	-	-	200%	210%
20 <sup>th</sup>	-	-	215%	220%

2.5 The Special Surrender Value is calculated as follows:

Paid-up Value\* x Special Surrender Value Factor

\*Paid-up Value= Maturity Sum Assured X Total number of premiums paid+ Total number of premiums payable at the start of the Policy

We will apply the special surrender value factors as decided by Us, from time to time, with the prior approval of the IRDAI.

Before making a request for surrender, You may approach Our nearest branch office to obtain the surrender value and/ or applicable special surrender value Factor before You surrender the Policy.

2.6 If the Policy is surrendered, it shall not be revived.

2.7 If the Policy is purchased as Qualifying Recognized Overseas Pension Scheme (QROPS) through transfer of UK tax relieved assets, access to benefits from proceeds of a surrendered Policy shall be restricted till the Policyholder attains 55 years of age.

2.8 On the date of surrender, You shall exercise one of the following options:

- a) To utilize the entire proceeds of the Policy for purchasing an immediate annuity or deferred annuity from Us at the then prevailing annuity rate subject to Article 2.8(d) below; or
- b) To commute up to 60% and utilize the balance amount to purchase immediate annuity or deferred annuity from Us at the then prevailing annuity rate subject to Article 2.8(d) below; or
- c) To utilize 50% (or upto such percentage stipulated by the IRDAI from time to time) of the entire proceeds of the Policy net of commutation, if any, to purchase an immediate annuity or deferred annuity from another insurer at the then prevailing rate, subject to Article 2.8(d) below
- d) In the event that the proceeds of the Policy on surrender are not sufficient to purchase the minimum annuity amount as stipulated by the IRDA of India from time to time, then the proceeds of the Policy may be paid to You or the Nominee as a lump sum.

### 3. Loan

No loan shall be available under this Policy.

### 4. Free look period

You have the right to review the policy terms and conditions, within the free look period which is 15 days (30 days in case of electronic policies and policies obtained through distance mode) 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 for cancellation stating the reasons for Your objection. If You return

the Policy during the free look period, We will refund the premium received, subject only to a deduction of stamp duty charges.

a) The treatment of the Policy shall be as follows:

- i. For standalone Policy: the proceeds from cancellation shall be returned to the Policyholder.
- ii. If this Policy is purchased out of proceeds of a deferred pension plan of Aviva or any other insurance company, the proceeds from cancellation will be transferred back to that concerned insurance company.
- iii. If this Policy is purchased as Qualifying Recognized Overseas Pension Scheme (QROPS), through transfer of UK tax relieved assets through transfer of UK tax relieved assets, the proceeds from cancellation in the free-look period shall only be transferred back to the fund house from where the money was received.



## **PART E**

1. Applicable Charges  
Not applicable to the Policy
2. Fund Options  
Not applicable to the Policy
3. Fund Name  
Not applicable to the Policy

## Part F

### General Terms & Conditions

#### 1. Conditions for Payment

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

- 1.1 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 giving rise to the claims, then We may accept the claim if We are given reasons in writing for the delay which in Our view are reasonable; and
- 1.2 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:
  - 1.2.1 Original or certified copy of the death certificate issued by the municipal authorities.
  - 1.2.2 Original Policy Document.
  - 1.2.3 Our claim form duly filled in, signed by the Claimant and attested by the authorities as mentioned in the claim form.
  - 1.2.4 Last medical attendant/ Medical Practitioner's report, if applicable.
  - 1.2.5 Employer's questionnaire, if applicable.
  - 1.2.6 Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years.
  - 1.2.7 Identification proof of the Nominee & Appointee issued by a governmental authority.
  - 1.2.8 Any document, which establishes the Nominee & Appointee's relationship with the Insured.
  - 1.2.9 Address proof of the claimant for the address mentioned in the claim form.
  - 1.2.10 If the death of the Insured was caused due to un-natural or non- medical reasons, then, in addition to the above documents the following additional documents also need to be submitted to Us:
    - a) Certified copies of First Information Report (FIR), Post Mortem report (PMR), Final Police Inquest report (FPIR).
    - b) Newspaper articles/ cutting, if any.
- 1.3 For payment of Maturity Benefit, We are given such information and/ or documentation that We may request in order to establish the fact of Our liability in respect of it, including but not limited to:
  - 1.3.1 Original Policy Document.
  - 1.3.2 Payout form duly filled in by You and/or the assignee, if any.
  - 1.3.3** Your and/or the assignee's (if any) identification proof issued by a governmental authority.
  - 1.3.4 Your or the assignee's (if any) address proof.
  - 1.3.5 Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by You or the assignee (if any).
- 1.4 We receive complete co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.

1.5 We may agree to accept minimum required documents on a case to case basis.

## **2. Termination**

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

2.1.1 The occurrence of the Insured Event.

2.1.2 The Vesting Date.

2.1.3 On the surrender of the Policy in accordance with Article 2 of Part D.

2.1.4 On the expiry of the Revival Period and the Policy is not revived in accordance with Article 1.1.2(c) or not converted into a paid-up Policy in accordance with Article 1.1.2 of Part D

2.2 The Policy which has become paid-up in accordance with Article 1.1.2 of Part D will not be terminated except for the condition under 2.1.1 to 2.1.3 above. However, if a Policy which lapses as per Article 1.1.1 and is not revived in accordance with Article 1.1.2 (c) of Part D shall be terminated.

## **3. Suicide Exclusion**

If the Insured Event occurs due to suicide, within twelve (12) months of the Risk Commencement Date or from the date of revival of the Policy, the Nominee/ beneficiary shall be entitled to 105% of the total premiums paid till the date of death or the Surrender Value, if any, available as on the date of death whichever is higher, provided the Policy is in-force.

## **4. Taxation**

4.1 We shall deduct or charge any taxes or levies as applicable from time to time from and/or on the premium payable or fee/charge payable or benefit receivable under the Policy. We shall not be liable for any tax liability on your income or the income of the Insured or the Nominee. You 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 to him as We do not hold any responsibility for Your claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received.

4.2 Tax laws are subject to amendments from time to time and We are not responsible for informing You of any changes in tax laws.

## **5. Nomination in accordance with Section 39 and Assignment in accordance with Section 38 of the Insurance Act, 1938, as amended from time to time**

5.1 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** for reference.

5.2 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** for reference.

## **6. Entire Contract**

This Policy constitutes the complete 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 Insurance Regulatory and Development Authority of India.

7. 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 shall be a condition precedent to Our liability under this Policy.

8. Territorial Limits & Currency

All Single/Regular Premium, applicable taxes and benefits etc are payable only within India and in Indian Rupees.

9. Fraud, Misstatement and Forfeiture

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.

A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure-3 for reference.

10. Loss of the Policy Document

10.1 We will replace a lost Policy Document with a fee of Rs 250/- plus applicable taxes. The original policy will cease to have any legally binding impact from the date of issuance of duplicate policy.

11. Notices & Correspondence

11.1 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.

11.2 All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule through speed post or courier or any other legally recognized mode. You shall be responsible for notifying Us of any change in Your address (including any change in registered email id) or the Nominee's address, failing which notices or correspondence will be sent to the last recorded address. Any responsibility of any loss/ damage owing to Your failure to provide updated addresses shall be borne by you.

11.3 Any Policy Document or any other communication shall be sent to You by Us through speed post or courier or any other legally recognized mode, at the address provided in the Schedule

12. Agent's/Intermediary's Authority

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

12.2 No insurance agent/intermediary is authorised to amend the Policy Document, 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.

### **13. 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.

## Part G

### 1. Grievance Redressal Mechanism

#### 1.1 Customer Service Assistance

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

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

1.1.2 For more information, We request You to refer Our Grievance Redressal Policy as available on Our website [www.avivaindia.com](http://www.avivaindia.com).

#### 1.2 Contact Our Grievance Redressal Officer

1.2.1 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) email at [gro@avivaindia.com](mailto:gro@avivaindia.com)

#### 1.3 Grievance Redressal Mechanism of IRDAI:

In case the policyholder is not satisfied with the response or does not receive a response from the Company within 14 days, then the customer may approach the Grievance Cell of the IRDAI through any of the following modes:

- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre)
- Sending an email to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)
- Register and monitor Your complaint at IRDAI's online portal - Bima Bharosa System- <https://bimabharosa.irdai.gov.in/>
- Address for sending the complaint through courier / letter:

Consumer Affairs Department, Insurance Regulatory and Development Authority of India, Survey No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032, Telangana.

#### How to Approach Insurance Ombudsman:

For redressal of Claims related grievances, claimants can also approach Insurance Ombudsman who provides for low cost, speedy arbitration to customers.

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

- (a) Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
- (b) Any partial or total repudiation of claims by the life insurer, General insurer or the health 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 insofar as the dispute relates to claim;

- (f) Policy servicing related grievances against insurers and their agents and intermediaries;
- (g) Issuance of life insurance policy, general insurance policy including health 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 general insurance including health insurance; and
- (i) Any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).

The complaint 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.

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.

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.

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.

## List of Insurance Ombudsman

S.No	Office of the Insurance 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@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
2.	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	State of Karnataka
3.	BHOPAL	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	States of Madhya Pradesh and Chhattisgarh
4.	BHUBANESHWAR	62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	State of Odisha
5.	CHANDIGARH	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union territories of Jammu & Kashmir, Ladakh and Chandigarh
6.	CHENNAI	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	State of Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
7.	DELHI	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	State of Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
8.	ERNAKULAM	2nd Floor, Pulinat Building, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/2359338 E-Mail: bimalokpal.ernakulam@cioins.co.in	States of Kerala Lakshadweep, Mahe- a part of Union Territory of Puducherry.
9.	GUWAHATI	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura



10.	HYDERABAD	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
11.	JAIPUR	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	State of Rajasthan
12.	KOLKATA	Hindustan Bldg. Annexe, 4, 4th Floor, 4, C.R.Avenue, Kolkata - 700 072 Tel: 033 - 22124339 / 22124340, E-Mail: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim, Andaman & Nicobar Islands
13.	LUCKNOW	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	State of Goa and Mumbai Metropolitan Region (excluding Navi Mumbai and Thane).
15.	NOIDA	Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16.	PATNA	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	States of Bihar and 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@cioins.co.in	State of Maharashtra, Areas of Navi Mumbai and Thane but (excluding Mumbai Metropolitan Region).

## Annexure 1

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

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.

1. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

[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:

- a. 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.
- b. 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.
- c. Nomination can be made at any time before the maturity of the policy.
- d. 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.
- e. 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.
- f. 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.
- g. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- m. 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.

- n. 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).
- o. The provisions of sub-section 7 and 8 (m and n 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.
- p. 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.
- q. 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.

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]

### Annexure 3

#### Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 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 there of 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.

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