

## Aviva Wealth Builder

### An Individual Non-Linked, Non-Participating Savings Life Insurance Plan

#### Part A

CIN-

UIN: 122N100V04

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

Mr. XYZ ABC  
ABC Company Scheme  
Address Line 1  
Address Line 2  
State  
PIN

**Subject: Aviva Wealth Builder :** \_\_\_\_\_ **/Client ID:**

Dear Customer,

Thank you for choosing Aviva Life Insurance Company India Limited.

The Policy Document explains the benefits to 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.

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

If You are dissatisfied with the Policy and wish to returns the same, please send a letter marked to "Customer Services" at the address 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 Policy is issued through distance marketing mode) of receipt of this Policy Document stating reasons for return. On receipt of the afore-mentioned documents, We will refund the Premium (without interest) received, after deducting expenses incurred on medicals, if any, and stamp duty charges.

Yours Sincerely

Name

Designation

*Address: The Customer Service Group*

*Aviva Life Insurance Company India Ltd.*

*Aviva Tower, Sector Road, Opposite Golf Course,*

*DLF Phase V, Gurgaon – 122003 (Haryana)*

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.

**3. Policy Schedule**

**SCHEDULE**

<b>Policy</b>	
Policy Number :	
Plan Name	: <b>Aviva Wealth Builder</b>
UIN	: <b>122N100V04</b>
<b>Policyholder</b>	<b>Insured</b>
Name :	Name :
Date of birth :	Date of birth :
Age :	Age :
Sex :	Sex :
Identity Proof :	Identity Proof :
Address :	Address :
	Whether Age admitted (Yes/No):
Relationship with Insured (Yes/No) :	Marital Status:
<b>Insurance Details</b>	
Single Premium (if applicable) :	Commencement Date :
Extra Premium (if applicable):	
Regular Premium (if applicable) :	Premium Frequency :
Applicable Tax Amount* :	
Total Amount :	

Sum Assured :	Risk Commencement Date:
Policy Term :	
Premium Payment Term :	
Maturity Date :	
Due date for payment of last installment of Regular Premium:	
Nature of Charge/Fee	Rate applicable at the Commencement Date
Revival Fee This is a fee levied at the time of reinstatement of the Policy	Rs 250*

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

Nomination Details (Under section 39 of the Insurance Act 1938)		
<b>Nominees:</b>		
Name: _____	Name: _____	Name: _____
Percentage _____.	Percentage _____.	Percentage _____.
Address: _____	Address: _____	Address: _____
Age: _____	Age: _____	Age: _____
Relationship: _____	Relationship: _____	Relationship: _____
Telephone No.: _____	Telephone No. : _____	Telephone No. : _____
Appointee (in case of minority of the Nominee)		
Name: _____		
Address: _____		
Telephone No.: _____		
Beneficiaries in case of Insurance under the Married Women's Property Act, 1874		
Name: _____		Name: _____
Age: _____		Age: _____

Relationship:	Relationship:
Address :	Address :
Telephone No. :	Telephone No. :
<b>Any Special Conditions:</b>	
<b>Endorsements, if any:</b>	
This Schedule forms an integral part of the Policy Document and should be read in conjunction.	
Insurance Agent/ 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:	
Our Address:  <b>Aviva Life Insurance Company India Ltd.,</b> Aviva Tower, Sector Road, Opp. Golf Course, DLF Phase V, Sector 43, Gurugram -122 003 (Haryana).	

**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.

Authorized Signatory:

Date:

Place: Gurugram

## Part B

### 1. Definitions

- 1.1. The terms defined below have the meanings given to them below wherever they appear in the Policy Document:
- 1.1.1. Age means age at last birthday, as specified in the Schedule.
  - 1.1.2. Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
  - 1.1.3. 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. The Grace Period shall be a period of thirty (30) days commencing from the date on which the Regular Premium was due.
  - 1.1.4. Insured means the person named as the insured in the Schedule on whose life this Policy is effected.
  - 1.1.5. Insured Event means the Insured's death.
  - 1.1.6. IRDAI means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
  - 1.1.7. Maturity Benefit means the amount payable in accordance with Article 1.2 (Maturity Benefit) of Part C provided the Insured is alive on Maturity Date.
  - 1.1.8. Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable.
  - 1.1.9. 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:
    - a) Your or the Insured's close relative; or
    - b) a person who resides with You or the Insured; or
    - c) You or the Insured.
  - 1.1.10. Nominee means the person named in Schedule who has been nominated in accordance with Article 6 (Nomination and Assignment) of Part F.
  - 1.1.11. Paid-up Sum Assured means the amount as calculated in accordance with Article 1.3.2 of Part D.
  - 1.1.12. Policy means the arrangements established by this Policy Document.
  - 1.1.13. Policy Anniversary means the annual anniversary of the Commencement Date.
  - 1.1.14. Policy Term means the period between the Commencement Date and the Maturity Date.
  - 1.1.15. Policy Year means a period of twelve (12) months commencing from the Commencement Date

or any Policy Anniversary.

- 1.1.16. Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
- 1.1.17. 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.
- 1.1.18. Regular Premium means the amount of the instalment premium as specified in the Schedule (including any amount paid as extra premium, but excluding applicable taxes, if any) payable by You during the Premium Payment Term, in the manner and at the intervals (Premium Frequency) as specified in the Schedule.
- 1.1.19. Revival Period means a period of five (5) years commencing from the date of the first unpaid Regular Premium.
- 1.1.20. Risk Commencement Date means the date on which the risk under this Policy commences, as specified in the Schedule.
- 1.1.21. Schedule means the schedule (including any annexures/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.
- 1.1.22. Single Premium means the amount of one time premium payment (excluding any extra premium and applicable taxes, if any, ) paid by You for this Policy as specified in the Schedule.
- 1.1.23. Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 2 (Benefits) of Part C.
- 1.1.24. Surrender Value means the amount payable in accordance with Article 2 (Surrender Value) of Part D.
- 1.1.25. Total Premium means total of all the premiums received by Us, excluding extra premium, rider premium and applicable taxes,
- 1.1.26. We, Our or Us means Aviva Life Insurance Company India Limited.
- 1.1.27. You or Your or Policyholder means the person named in the Schedule who has concluded this Policy with Us.

## 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. Auto Vesting

- 1.1 If the Insured's Age is less than eighteen (18) years on the Commencement Date, immediately and automatically upon the Insured attaining the Age of eighteen (18) years during the Policy Term:
- 1.1.1 The Policy shall vest in the Insured.
  - 1.1.2 The Insured shall solely become entitled to exercise any and all rights in relation to the Policy.
  - 1.1.3 The Insured shall solely become obliged to accept and discharge any and all responsibilities in relation to the Policy.
- 1.2 In case of Your death during the Policy Term while the Insured is less than the Age of eighteen (18) years, then, the surviving parent/ legal guardian of the Insured shall be deemed to be the Policyholder on admission of the claim and submission of satisfactory documentary evidence as required by Us.

### 2. Benefits

#### 2.1. Death Benefit

- 2.1.1. Death Benefit for a Regular Premium Policy:
- a) If the Insured Event occurs during the Policy Term and provided that all due Regular Premiums till the date of the Insured Event have been received and this Policy is in force, then, We will pay the higher of:
    - i. the Sum Assured; or
    - ii. 105% of the Total Premium, to the Nominee.
  - b) If the Insured Event occurs during the Policy Term and after the discontinuation of payment of Regular Premium (in case of Regular Premium Policy), the amount payable shall be in accordance with Article 1.3.2 only of Part D.
- 2.1.2. Death Benefit for a Single Premium Policy:
- If the Insured Event occurs during the Policy Term, We will pay the Sum Assured.

#### 2.2. Maturity Benefit

##### 2.2.1. Maturity Benefit for a Regular Premium Policy:

- 2.2.1.1 If the Insured Event has not occurred before the Maturity Date and provided that all due Regular Premium till the Maturity Date have been received and this Policy is in force, then, We will pay You the Sum Assured.
- 2.2.1.2 If the Insured Event has not occurred before the Maturity Date and the payment of Regular Premium has been discontinued (in case of a Regular Premium Policy) the amount payable shall be in accordance with Article 1.3.2 of Part D only.

##### 2.2.2. Maturity Benefit for a Single Premium Policy:

2.2.2.1 If the Insured Event has not occurred before the Maturity Date, We will pay You the Sum Assured.

**3. Grace Period**

If We do not receive the Regular Premium in full by the due date (in case of a Regular Premium Policy), We shall allow a Grace Period for You to pay the unpaid Regular Premium to Us.

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## Part D

### 1. Payment of Regular Premium and Revival of the Policy

- 1.1 Regular Premium shall be paid by You to Us on every Policy Anniversary. If the corresponding date does not exist in a particular month, the last day of that month shall be deemed to be the due date.
- 1.2 If We do not receive the Regular Premium in full by the due date (in case of a Regular Premium Policy), We shall allow a Grace Period 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 2.1.1 (a) of Part C after deducting such unpaid Regular Premium.
- 1.3 If We do not receive the unpaid Regular Premium in full within the Grace Period (in case of a Regular Premium Policy), then:
- 1.3.1 If the default in the payment of Regular Premium occurs before full Regular Premiums for first two (2) Policy Years is received then
- a) This Policy shall immediately and automatically lapse.
  - b) If the Insured Event occurs after the Policy has lapsed and before the Policy has been revived in accordance with Article 1.3.1 (c) below:
    - i. We will pay an amount equal to the Total Premium, and the Policy shall terminate; and
    - ii. We shall not be liable to make payment of the Death Benefit in accordance with Article 1.1.1 (a) of Part C.
  - c) You may give Us a written notice along with all the due Regular Premiums, including applicable taxes and applicable interest amount to revive the Policy within the expiry of Policy Term or the Revival Period whichever is earlier and provide Us with all information or documentation We request. You understand and agree that:
    - i. You shall pay all due Regular Premiums in full along with interest on delayed Regular Premiums at 9% per annum compounded monthly and applicable taxes, if any along the revival fee as specified in the Schedule in advance.
    - 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 revive it on the same terms and the revival is subject to Our board approved underwriting policy, as applicable from time to time. We reserve the right to impose any extra premium as a result of underwriting.
    - iv. 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.
    - v. If We do not receive Your notice to revive the Policy within the Revival Period, the Policy will be automatically terminated on the expiry of the Revival Period and We will pay You, 30% of the Total Premium.
- 1.3.2 If the default in payment of Regular Premium occurs after We have received full Regular Premiums for at least two (2) Policy Years then

- a) The Policy shall automatically become paid-up after the expiry of the Grace Period.
- b) If the Policy becomes paid-up, unless the Policy is revived in accordance with Article 1.3.2 (d) below:

- i. If the Insured Event occurs during the Policy Term, We will pay only the Paid up Sum Assured calculated as follows:

$\text{Sum Assured} \times (\text{Number of Regular Premiums received} \div \text{Total number of Regular Premiums payable under the Policy})$

- ii. If the Insured Event has not occurred before the Maturity Date, We will pay only the Paid-up Sum Assured (as per Article 1.3.2 (b) (i) above, on the Maturity Date.

- c) You may surrender this Policy in accordance with Article 2 below (Surrender Value).
- d) If the Policy has become paid-up in accordance with Article 1.3.2 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 within the expiry of the Policy Term or the Revival Period whichever is earlier and provide Us with all information or documentation We request. You understand and agree that:

- i. You shall pay all due Regular Premiums in full along with interest on delayed Regular Premiums at 9% per annum compounded monthly and applicable taxes, if any along the revival fee as specified in the Schedule in advance;

- 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 revive it on the same terms. The revival is subject to Our board approved underwriting policy, as applicable from time to time. We reserve the right to impose any extra premium as a result of underwriting.

- iv. 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.

1.4 No loan shall be available under this Policy.

## 2. Surrender Value

2.1 The Policy may be surrendered in accordance with the following:

Policy Type	Surrender Value payable
A Single Premium Policy can be surrendered by You by giving the written notice any time during the Policy Term.	The higher of the following: <ul style="list-style-type: none"> <li>i) the Guaranteed Surrender Value; and</li> <li>ii) the Special Surrender Value.</li> </ul>

<p>A Regular Premium Policy can be surrendered by You by giving the written notice only after the commencement of the second (2<sup>nd</sup>) Policy Year provided that We have received the Regular Premium in full for at least two (2) Policy Years.</p>	<p>The higher of the following:</p> <ul style="list-style-type: none"> <li>i) the Guaranteed Surrender Value; and</li> <li>ii) the Special Surrender Value .</li> </ul>
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2.2 The Guaranteed Surrender Value for Single Premium Policy and Regular Premium Policy shall be calculated as follows:

$$\text{GSV} = \text{GSV Factor} \times \text{Total Premium}$$

Policy Year of Surrender	GSV Factors where the Policy is		
	Single Premium Policy	Regular Premium Policy	
		with Premium Payment Term of 5 years	with Premium Payment Term of 10 years
1	75%		
2	75%	35%	35%
3	90%	50%	50%
4	90%	50%	50%
5	90%	50%	50%
6	90%	50%	50%
7	100%	75%	55%
8	110%	85%	65%
9	120%	100%	80%
10	135%	110%	90%
11	150%	120%	100%
12	165%	135%	110%
13	180%	150%	120%
14	Not Applicable	165%	135%
15	Not Applicable	180%	150%
16	Not Applicable	Not Applicable	165%
17	Not Applicable	Not Applicable	180%

2.3 To calculate the Special Surrender Value, We will apply the special surrender value factors as decided by Us , from time to time, with the prior approval of IRDAI. The Special Surrender Value shall be calculated as (special surrender value factor x Paid-up Sum Assured)

2.4 Before making a request for surrender, You may approach Our nearest branch to obtain the surrender value and/ or applicable surrender value factor in respect of Your Policy.

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

### 3. Freelook period

- 3.1. You have the right to review the terms and conditions of this Policy, within the freelook period which is 15 days (30 days in case Policy is issued through distance marketing) 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 return the Policy during the free look period, We will refund the Regular/Single Premium received (without interest), whichever is applicable, subject only to a deduction of the expenses incurred by the Us on medical examination, if any and stamp duty charges.

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**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

### 1. Conditions for Payment of Benefits

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 and/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).
- 1.3.6 We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.
- 1.3.7 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 Maturity Date.
  - 2.1.3 On the surrender of this Policy in accordance with Article 2 of Part D (Surrender Value).
  - 2.1.4 On the expiry of five (5) years from the due date of first unpaid Regular Premium and the lapsed Policy is not revived in accordance with Article 1.3.1 (c) of Part D.

## 3. Suicide

- 3.1 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 at least 80% 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 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 to inform You of any changes in tax laws.

## 5. Nomination and Assignment

- 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 - 2** 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 -3** for reference.

## 6. Entire Contract

- 6.1. 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 IRDAI.

## **7. Due Observance**

7.1. 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. Fraud**

8.1. 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.

## **9. Territorial Limits & Currency**

9.1. All Regular or Single Premium (whichever is applicable), applicable taxes and benefits etc. are payable only within India and in Indian Rupees.

## **10. Fraud, Misrepresentation and Forfeiture**

10.1. Fraud, Misrepresentation and Forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time.

A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in **Annexure- 1**.

## **11. Loss of the Policy Document**

11.1. We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and/or to call for such evidence of the loss of the Policy Document, at Your expense, as We consider necessary before issuing a duplicate Policy Document. We reserve the right to charge a fee for the issue of a duplicate Policy Document.

11.2. If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original Policy Document shall cease to be of any legal effect and You shall indemnify and keep Us indemnified and hold Us harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a duplicate Policy Document.

11.3. A fee of Rs 250/- plus applicable taxes will be charged for issuance of duplicate Policy.

## **12. Notices & Correspondence**

12.1. 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.

12.2. 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 of posting. You shall notify Us of any change in Your address (including change in registered email id) or the Nominee's address, failing which notices or correspondence will be sent to the last recorded address and hence, We will not take any



responsibility of any loss/ damage owing to this.

- 12.3. 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 of posting, at the address provided in the Schedule.

### **13. Agent's/Intermediary's Authority**

- 13.1. The insurance agent/intermediary is only authorized by Us to arrange the completion and submission of the Proposal Form.
- 13.2. No insurance agent/intermediary is authorized 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/intermediary then such payment is made at Your risk and the agent/intermediary will be acting only as Your representative.

### **14. Governing Law**

- 14.1. 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.

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## Part G

### 1. Grievance Redressed Mechanism

#### 1.1 Customer Service Assistance

- 1.1.1 For any query, complaint or grievance relating to the Policy You can:
- call Us at **1800-103-7766 / 1800-180-2266**; or
  - email Us at: [complaints@avivaindia.com](mailto:complaints@avivaindia.com); or
  - approach any of Our branch offices; or
  - contact Your advisor; or
  - contact Our customer services group at Our address specified in the Schedule.

1.1.2 For updated contact details, We request You to regularly check Our website .

#### 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 Complaint Redressal Officer at:
- Head Office Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF- Phase V, Sector- 43, Gurgaon-122003 (Haryana); or
  - call at 0124-2709046; or
  - email at [cro@avivaindia.com](mailto:cro@avivaindia.com).

#### 1.3 How to Approach IRDAI Grievance Cell

- 1.3.1 If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Redressal Cell, Insurance Regulatory and Development Authority of India, Survey No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad ,Telangana State – 500032. Phone No- (040)20204000. email: [irda@irda.gov.in](mailto:irda@irda.gov.in).

#### 1.4 How to Approach Insurance Ombudsman

- 1.4.1 Alternatively, You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDAI's website [www.irda.gov.in](http://www.irda.gov.in), if Your grievance pertains to:
- delay in settlement of claims, beyond the time specified in the regulations by the IRDAI;
  - any partial or total repudiation of claims by the life insurer;
  - disputes over premium paid or payable in terms of insurance policy;
  - misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
  - legal construction of insurance policies in so far as the dispute relates to claim;
  - policy servicing related grievances against insurers and their agents and intermediaries;
  - issuance of life insurance policy which is not in conformity with the proposal form submitted

- by the proposer;
- h) non-issuance of insurance policy after receipt of premium in life insurance; and any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) .
- 1.4.2 The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee. The complaint shall state clearly:
- a) the name and address of the complainant;
- b) the name of the branch or office of the insurer against whom the complaint is made;
- c) the facts giving rise to the complaint and supporting documents;
- d) the nature and extent of the loss caused to the complainant; and
- e) the relief sought from the Insurance Ombudsman.
- 1.4.3 As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Insurance Ombudsman can be made only if the complainant makes a written representation to the insurer named in the complaint and;
- a) either the insurer had rejected the complaint; or
- b) the complainant had not received any reply within a period of one month after the insurer received his representation; or
- c) the complainant is not satisfied with the reply given to him by the insurer.
- 1.4.4 The complaint should be made within one (1) year:
- a) after the order of the insurer rejecting the representation is received; or
- b) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
- c) after expiry of one (1) month from the date of sending the written representation to the insurer to which the insurer has failed to reply.
- 1.4.5 No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.
- 1.4.6 We have given below the details of the existing offices of the Insurance Ombudsman. You may approach the respective Insurance Ombudsman as per Your location. We request you to regularly check IRDAI's website [www.irdai.gov.in](http://www.irdai.gov.in) for updated contact details of the Insurance Ombudsman

## **1.5 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](mailto:inscouncil@gmail.com)

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**List of Insurance Ombudsman**

S.No	Office of the Ombudsman	Contact Details	Areas of Jurisdiction
1.	<b>AHMEDABAD</b>	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.	<b>BENGALURU</b>	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@ecoi.co.in	Karnataka
3.	<b>BHOPAL</b>	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.	<b>BHUBANESHWAR</b>	62, Forest Park, Bhubaneswar - 751009 Tel: 0674 - 259 6455/61, Fax: 0674 - 259 6429 E-Mail: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
	<b>CHANDIGARH</b>	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017 Tel: 0172-2706196 / 2706468; E-Mail: bimalokpal.chandigarh@ecoi.co.in , Fax: 0172 - 270 8274	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
6.	<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, Chennai - 600018 Tel: 044 - 24333668 / 24335284 , Fax: 044 - 24333664 E-Mail: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)
7.	<b>NEW DELHI</b>	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.	<b>ERNAKULAM</b>	2 <sup>nd</sup> Floor, Pulinat Building, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/9338, Fax: 0484 - 2359336 E-Mail: bimalokpal.ernakulam@ecoi.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
9.	<b>GUWAHATI</b>	“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.	<b>HYDERABAD</b>	6-2-46, 'Moin Court', 1st Floor, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi Ka Pool, Hyderabad- 500004 <b>Tel:</b> 040-23325325/23312122, <b>Fax:</b> 040 - 23376599 E-Mail: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, and UT of Yanam – a part of the UT of Pondicherry
11.	<b>JAIPUR</b>	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
12.	<b>KOLKATA</b>	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072 <b>Tel:</b> 033 - 22124339 / 22124340, <b>Fax:</b> 033 - 22124341 E-Mail: bimalokpal.kolkata@ecoi.co.in	West Bengal, UT of Andaman and Nicobar Islands, Sikkim
13.	<b>LUCKNOW</b>	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.  Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	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.	<b>MUMBAI</b>	3rd Floor, Jeevan Seva Annexe (Above MTNL), S.V. Road, Santa Cruz (W), Mumbai - <b>Tel:</b> 022 – 2610/6552/6960, <b>Fax:</b> 022 - 26106052 E-Mail: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

15.	<b>NOIDA</b>	4 <sup>th</sup> 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, Ghazia bad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16	<b>PATNA</b>	1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
17	<b>PUNE</b>	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.

## 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 26<sup>th</sup> 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.
- 2 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.
- 3 Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - 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.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5 .No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured /beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 6 Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7 In case repudiation is on ground of mis- statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 8 Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
- 9 The insurer can call for proof of age at any time if 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 26<sup>th</sup> 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. ]*

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## 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 26<sup>th</sup> day of December 2014. The extant provisions in this regard are as follows:

- 1 The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2 Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 3 Nomination can be made at any time before the maturity of the policy.
- 4 Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5 Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6 A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7 Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8 On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 9 A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10 The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11 In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12 In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13 Where the policyholder whose life is insured nominates his
  - a. parents or b. spouse or c. children or
  - b. 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 26<sup>th</sup> 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 26<sup>th</sup> 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 26<sup>th</sup> 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. ]*

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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 26<sup>th</sup> 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 authorized 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 policySuch 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 26<sup>th</sup> day of December 2014 shall not be affected by this section.