

PART A Aviva Annuity Plus
Policy Document 122N018V04

CIN-U66010DL2000PLC107880

2. Forwarding Letter with Free Look Clause

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

Mob. No.-1111111111111111
Ph. No.- 2222222222222222
Home No.- 333333333333

Policy No.:_____ /Client ID:_____

[Bar Code]

Dear Mr. XYZ ABC,

A Warm Welcome to Aviva!

Thank you for choosing Aviva for your insurance needs.

The Policy Document that is attached to this letter explains the benefits, terms and conditions of your insurance Policy. A copy of your Proposal Form and associated documents are also included with your Policy Document for your reference. Please review the documents in detail to help you understand your Policy better. An electronic copy of this Policy and your medical reports (if applicable) has already been sent to your registered email address. On examination of the Policy Document, if you notice any mistake or error, please contact us immediately for rectification.

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

Right to reconsider during the Free Look Period

If you are dissatisfied with your Policy's terms and conditions for any reason, you can cancel the Policy by sending us a letter marked to "Customer Services" at the address mentioned in the page below stating the terms or conditions with which you disagree. The option of free look shall be subject to the following conditions:

1.1 In case the purchase price paid to purchase annuity are not proceeds of pension plan from any life insurance company, then you shall have the option to return the Policy stating the reasons for your objection within 15 days of receiving this Policy and within 30 days of receiving this Policy in case the Policy is solicited through distance marketing.

We shall refund to you the purchase price received, subject to deduction of stamp duty charges.

1.2 In case the purchase price paid to purchase annuity are proceeds of pension plan from us or any other life insurance company and it is not mandatory to purchase annuity from the same insurer, then you shall have the option to return the Policy stating the reasons for your objection within 15 days of receiving this Policy and within 30 days of receiving this Policy in case the Policy is solicited through distance marketing.

We shall refund the purchase price received to the other insurer for purchase of annuity, subject to deduction of stamp duty charges.

a. In case purchase price paid to purchase annuity are proceeds of our pension plan and it is mandatory to purchase Annuity from us, then the option of free look shall not be available.

You will also need to return the Policy Document and the receipt for purchase price received by us.

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

Thank you for being a valued customer.
Yours Sincerely,

Vijayalakshmi Natarajan
Director – Operations

*Address: The Customer Service Group
Aviva Life Insurance Company India Ltd.
Aviva Tower, Sector Road, Opposite Golf Course,
DLF Phase V, Gurgaon – 122003 (Haryana)
Contact: 1800-103-7766/customer services@avivaindia.com*

Dear Mr. ABC XYZ,

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

Here are some questions to help you decide.

Do you understand what your Policy will do for you?

Before you signed the Proposal Form you would have received a key features document. If there is anything, which is still unclear or you require any information or assistance on claims or other matters related to your Policy, please contact our Customer Services Help Line on 1800-103-7766/0124-2709046, or your financial planning advisor.

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

We will refund the premium received (without interest) after deducting the stamp duty charges.

3. Policy Preamble

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

We agree to provide the benefits set out in this Policy on the occurrence of an event giving rise to a claim under the Policy subject to its terms and conditions.

4. Policy Schedule



SCHEDULE

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

1. Policy Details	
Policy Number:	
Plan Name:	Aviva Annuity Plus
UIN:	
Plan Type:	Non-Linked, Non-participating Plan
Plan Code:	
Policy Classification:	
2. Annuitant 1 Details	3. Annuitant 2 Details (if applicable)
Name:	Name:
Date of birth:	Date of birth:
Age:	Age:
Sex:	Sex:

Identity proof:	Identity proof:
Address:	Address:
Contact Number(s):	Contact Number(s):
Whether Age admitted: (Yes/No)	Whether Age admitted: (Yes/No)

4. Insurance Details

A. Base Plan	
Purchase Price	Rs.
Applicable Tax Amount *:	Rs.
Total Amount	Rs.
Premium Frequency	
Annuity Type:	
Annuity:	Rs.
Annuity Frequency:	
Policy Commencement Date :	
Date of payout of first Annuity	
Annuity Payout Dates	

* Applicable taxes will be payable by You at the prevailing rates. Tax laws are subject to change and You will be responsible to pay any new or additional tax or any changed amount of taxes being made applicable/ imposed on the Purchase Price by a competent authority.

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

Name:

Age:

Relationship:

Apointee (if Nominee is a minor)

Name:

Relationship:

6. Any Special Conditions:

7. Endorsements, if any:

8. Intermediary Details:

Name of the Intermediary:

Intermediary License No.:

Intermediary Code:

Address:

Telephone No.:

Mobile No.:

Email:

Note: On examination of this Schedule, if You notice any mistake in the information related to You, this Policy Document is to be returned for correction to Us.

Our Address:

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

Authorised Signatory:

Date:

Place: New Delhi

PART B Aviva Annuity Plus

Policy Document

A. Definitions

The terms defined below have the meanings given to them wherever they appear in the Policy:

1. Age means age at last birthday as specified in the Schedule.
2. Annuity means the amount specified in the Schedule.
3. Annuity Benefit means the amount payable in accordance with Part C.
4. Annuity Frequency means the frequency at which We will pay the Annuity, specified in the Schedule.
5. Annuity Type means the type of Annuity as specified in the Schedule.
6. Appointee means the person named in the Schedule to receive the death benefit and give a valid discharge to Us on behalf of the Nominee in the event of death of the Insured when the Nominee is less than Age 18.
7. Death Benefit means the amount which is payable in accordance with Part C.
8. IRDA of India means Insurance Regulatory and Development Authority of India established under the IRDA Act, 1999.
9. Nominee means the person named in the Schedule who has been nominated in accordance with Section 39 of the Insurance Act, 1938.
10. Policy means the contract of insurance entered into between You and Us as evidenced by this Policy Document.
11. Policy Anniversary means the annual anniversary of the Policy Commencement Date.
12. Policy Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
13. Policy Document means the arrangements established by this Policy and includes, the Proposal Form, the Schedule and any additional(s) statements or documents provided to Us by You in relation to the Proposal Form and any endorsements issued by Us.
14. Policy Year means a period of twelve (12) months commencing on the Policy Commencement Date or any Policy Anniversary.
15. Proposal Form means the completed and dated proposal form submitted by the proposer 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.
16. Purchase Price means the amount (excluding applicable taxes, if any) paid by You to purchase this

Policy either through pension policy proceeds or through paying lump sums, as specified in the schedule.

17. Schedule means the schedule (including any annexure/tables attached to it and any endorsements) We have issued in connection with this Policy and, if more than one, then the latest in time.
18. Surrender Value means the amount payable, if any, on the surrender of the Policy in accordance with Part D.
19. We, Our or Us means the Aviva Life Insurance Company India Limited.
20. You or Your or Annuitant(s) means the person(s) named in the Schedule who has concluded this Policy with Us.

B. Policy Interpretation

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

SPECIMEN

Part C
Aviva Annuity Plus

1. Death Benefit:

- 1.1 If Annuity Type chosen is Life Annuity with Return of Purchase Price, on death of the Annuitant We shall pay an amount equal to the Purchase Price.
- 1.2 No Death Benefit is payable on death of the Annuitant in any Annuity Type other than Life Annuity with Return of Purchase Price.

2. Annuity Benefit:

The Annuity Benefit shall be payable to the Annuitant depending on the Annuity Type chosen by the Annuitant as specified in the Schedule. The Annuity Type options are specified hereunder:

2.1 Life Annuity:

- 2.1.1 We shall pay the Annuitant the Annuity at the Annuity Frequency, for life, till the Annuitant is alive.
- 2.1.2 No amount shall be payable on and after the death of the Annuitant.

2.2 Annuity Guaranteed for 5 years and for life thereafter:

- 2.2.1 Annuity is guaranteed for a period of first five (5) Policy Years and shall be payable to the Annuitant or the Nominee(s) in case of death of the Annuitant before the fifth Policy Anniversary.
- 2.2.2 After the elapse of the guaranteed period i.e. the first five (5) Policy Years We shall pay the Annuitant the Annuity at the Annuity Frequency, for life, till the Annuitant is alive.
- 2.2.3 No Annuity shall be payable on and after death of the Annuitant after first five (5) Policy Years.

2.3 Annuity Guaranteed for 10 years and for life thereafter:

- 2.3.1 Annuity is guaranteed for a period of first ten (10) Policy Years and shall be payable to the Annuitant or the Nominee(s) in case of death of the Annuitant before the tenth Policy Anniversary.
- 2.3.2 After the elapse of the guaranteed period i.e. the first ten (10) Policy Years We shall pay the Annuitant the Annuity at the Annuity Frequency, for life, till the Annuitant is alive.
- 2.3.3 No Annuity shall be payable on and after death of the Annuitant after first ten (10) Policy Years.

2.4 Annuity Guaranteed for 15 years and for life thereafter:

- 2.4.1 Annuity is guaranteed for a period of first fifteen (15) Policy Years and shall be payable to the Annuitant or the Nominee(s) in case of death of the Annuitant before the fifteenth Policy Anniversary.
- 2.4.2 After the elapse of the guaranteed period i.e. the first fifteen (15) Policy Years We shall pay the Annuitant the Annuity at the Annuity Frequency, for life, till the Annuitant is alive.
- 2.4.3 No Annuity shall be payable on and after death of the Annuitant after first fifteen (15) Policy Years.

2.5 Annuity for Life increasing @ 3% per annum simple:

- 2.5.1 We shall pay the Annuitant the Annuity at the Annuity Frequency, for life, till the Annuitant is alive.
- 2.5.2 The Annuity amount payable shall increase at each Policy Anniversary by 3% of the Annuity as specified in the Schedule
- 2.5.3 No amount shall be payable on and after the death of the Annuitant.

2.6 Life Annuity with Return of Purchase Price:

- 2.6.1 We shall pay the Annuitant the Annuity at the Annuity Frequency, for life, till he is alive.
- 2.6.2 Death Benefit in accordance with clause 1.1 of Part C shall be payable on death of the Annuitant.
- 2.6.3 No Annuity is payable on and after the death of the Annuitant

2.7 Joint Life Last Survivor Annuity:

- 2.7.1 We shall pay the Annuity to Annuitant No. 1 till his death.
- 2.7.2 Upon the death of Annuitant No.1, if the Annuitant no. 2 is alive the Annuity at the Annuity Frequency shall be payable to Annuitant No. 2.
- 2.7.3 No Annuity is payable on and after the death the last surviving Annuitant.

Part D
Aviva Annuity Plus

1. Free Look:

The option of free look available to You shall be subject to the following conditions:

1.1 In case the Purchase Price paid to purchase Annuity are not proceeds of pension plan from any life insurance company, then You shall have the option to return the Policy stating the reasons for Your objection within 15 days of receiving this Policy and within 30 days of receiving this Policy in case the Policy is solicited through distance marketing.

We shall refund to you the Purchase Price received, subject to deduction of stamp duty charges.

1.2 In case the Purchase Price paid to purchase Annuity are proceeds of pension plan from Us or any other life insurance company and it is not mandatory to purchase Annuity from the same insurer, then You shall have the option to return the Policy stating the reasons for Your objection within 15 days of receiving this Policy and within 30 days of receiving this Policy in case the Policy is solicited through distance marketing.

We shall refund the Purchase Price received to the other insurer for purchase of Annuity, subject to deduction of stamp duty charges.

1.3 In case Purchase Price paid to purchase Annuity are proceeds of Our pension plan and it is mandatory to purchase Annuity from Us, then the option of free look shall not be available.

You will also need to return the Policy Document and the receipt for Purchase Price received by Us.

2. Surrender Value:

No Surrender Value is payable under the Policy.

Part E

Aviva Annuity Plus

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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General Terms & Conditions

1. Agent's Authority

- 1.1. The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- 1.2. No insurance agent is authorised to amend the Policy or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at Your risk and the agent will be acting only as Your representative.

2. Conditions for Payment of Benefits

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

- 2.1. Until the death of the Annuitant, 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:

- 2.1.1. Original Policy Document.
- 2.1.2. Satisfy the Company's requests from time to time for proof of the survival
- 2.1.3. Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by You.

- 2.2. Upon the death of the Annuitant(s):

- 2.2.1. We are given written notice immediately and in any event within ninety (90) days of the occurrence of the death of the Annuitant. If We are not given a written notice of the claim within ninety (90) days of the occurrence of the death, We may accept the claim if We are given reasons in writing for the delay which in Our view are reasonable.
- 2.2.2. Upon occurrence of the death of Annuitant, 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 death and/or Our liability in respect of it, including but not limited to:
 - 2.2.2.1. Original or certified copy of the death certificate issued by the municipal authorities.
 - 2.2.2.2. Original Policy Document.
 - 2.2.2.3. Our claim form duly completed, signed by the claimant and attested by the authorities as mentioned in the claim form.
 - 2.2.2.4. Identification proof of the Nominee and Appointee (if applicable) issued by a governmental authority.
 - 2.2.2.5. Documentary proof, which establishes the Nominee and Appointee's relationship with the Annuitant.

2.2.2.6. Address proof of the claimant for the address mentioned in the claim form.

2.2.2.7. Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by the claimant.

2.3. We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the event giving rise to a claim under the Policy and/or any other benefits payable under the Policy.

2.4. We shall withhold any payment due until the afore-mentioned requirements have been complied

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

3. Due Observance

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

4. Entire Contract

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

5.

Fraud, Misrepresentation and forfeiture

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

A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 1 for reference.

6. 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.

7. Loss of the Policy

7.1. 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.

- 7.2. 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.

8. Misstatement-Section 45 of the Insurance Act 1938

In accordance with Section 45 of the Insurance Act, 1938,

“(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i. e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

(3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the mis-statement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or

nominees or assignees of the insured within a period of ninety days from the date of such repudiation.

(5) Nothing in this section shall prevent the insurer from calling 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 that the age of the life insured was incorrectly stated in the proposal.

For a complete text of Section 45 please refer to Insurance Act, 1938 as amended from time to time.

9. Misstatement of Age

The Policy is issued on the basis of the Age of the Annuitant declared to Us and as specified in the Schedule. In case We find any discrepancies in the Age of the Annuitant, without prejudice to Our other rights and remedies available under law, We reserve the right to the following actions:

- 9.1. Where the actual age of the Annuitant is such that the Annuitant would not have been eligible for insurance under this insurance product, the Policy shall be treated as void from inception. In this case, no benefits under the Policy shall be payable and We shall pay the Surrender Value, if any.
- 9.2. Where the actual age of the Annuitant is higher than the declared Age and higher Annuity would otherwise have been payable by Us, We shall pay the differential amount as due to the Annuitant and increase the future Annuity payable at Annuity Frequency to the Annuitant.
- 9.3. Where the actual age of the Annuitant is lower than the declared Age and lower Annuity would have otherwise been payable by Us, We shall recover the excess Annuity paid or adjust the remaining Annuity payable, at Our discretion. Where We choose to recover the excess Annuity paid and the Annuitant dies before Us recovering the excess amount, We shall initiate legal proceedings against the legal representatives of the Annuitant, at Our discretion.

10. Nomination should be in accordance with provisions of sec 39 of the Insurance Act 1938 as amended from time to time.

A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – (2) for reference

11. Benefits not Assignable

Assignment is not allowed under this 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 and correspondence meant for You will be in writing and will be sent by Us to Your address shown in the Schedule through speed post or courier or any other legally recognized mode of posting. Any change of Your address (including change in registered email id) or Your Nominee's address must be notified to Us, failing which the notices and correspondence will be sent to the last recorded address and hence, We will not take any responsibility of any loss/damage owing to this.
- 12.3. Any Policy or any other communication shall be sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule.

13. Rebate - Section 41 of Insurance Act

- 13.1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.
- 13.2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

14. Suicide

If the death of the Annuitant(s) occurs due to suicide within twelve (12) months of the Policy Commencement Date, then:

- 14.1. We shall pay the Death Benefit or Annuity Benefit, as applicable, as specified in Part C to the Nominee(s) of the Annuitant.
- 14.2. No Death Benefit or Annuity Benefit shall be payable where the Annuity Type chosen is Life Annuity or Annuity for Life increasing @ 3% per annum simple or Joint Life Last Survivor Annuity

15. Taxation

- 15.1. We shall deduct or charge any taxes, as applicable from time to time, from and/or on the premium payable or fee/charge payable or benefits payable/receivable under the Policy. We shall not be liable for any tax liability on Your and/or Nominee's income. You and/or the Nominee shall be solely responsible to assess, claim and/or ensure admissibility, or otherwise, of deductions under the tax laws in respect of the amount contributed or accrued/received. We do not hold any responsibility for Your and/or Nominee's claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received.
- 15.2. Tax laws are subject to amendments from time to time and We are not responsible to inform You and/or the Nominee of any changes in tax laws.

16. Termination

This Policy will immediately terminate on the earliest of:

- 16.1. Where the Annuity Type chosen is Life Annuity or Annuity for Life increasing @ 3% per annum simple or Life Annuity with Return of Purchase Price on occurrence of the death of the Annuitant.
- 16.2. Where the Annuity Type chosen is Annuity Guaranteed for 5 years and for life thereafter or

Annuity Guaranteed for 10 years and for life thereafter or Annuity Guaranteed for 15 years and for life thereafter:

- 16.2.1. on completion of the guaranteed period where the death of the Annuitant occurs during the guaranteed period.
- 16.2.2. on occurrence of death of the Annuitant after the completion of the guaranteed period.
- 16.2.3. where the Annuity Type chosen is Joint Life Last Survivor then upon the death of both the Annuitants.

17. Territorial Limits & Currency

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

Annexure 1

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

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

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.
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 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:

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

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

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

PART G Aviva Annuity Plus

Grievance Redressal Mechanism

For any query, complaint or grievance You can:

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

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

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

If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Cell of the IRDAI on the following contact details:

IRDA of India Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Email ID: complaints@irda.gov.in

You can also register Your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper- Consumer Affairs Department, Insurance Regulatory and Development Authority of India, 9th floor, United India Towers, Basheerbagh

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

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

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

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

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

Office of the Governing Body of Insurance Council

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI -400021.

Tel:- 022-26106245/ 022-26106980, Fax:- 022-26106949, E mail: inscouncil@gmail.com

List of Insurance Ombudsman

S.No	Office of the Ombudsman	Contact Details	Areas of Jurisdiction
1.	AHMEDABAD	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, UT of Dadra & Haveli, Daman and Diu
2.	BENGALURU	Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
3.	BHOPAL	Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P) – 462 003 ; Tel: 0755-2769201/202, Fax: 0755 - 27 692 03; E-Mail: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh & Chhattisgarh
4.	BHUBANESHWAR	62, Forest Park, Bhubaneshwar - 751009 Tel: 0674 - 259 6455/61, Fax: 0674 - 259 6429 E-Mail: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
	CHANDIGARH	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of

		<p>Tel: 0172-2706196 / 2706468; E-Mail: bimalokpal.chandigarh@ecoi.co.in , Fax: 0172 - 270 8274</p>	Chandigarh
6.	CHENNAI	<p>Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, Chennai - 600018 Tel: 044 - 24333668 / 24335284 , Fax: 044 - 24333664 E-Mail: bimalokpal.chennai@ecoi.co.in</p>	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)
7.	NEW DELHI	<p>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</p>	Delhi
8.	ERNAKULAM	<p>2nd Floor, PulinatBuilding, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/9338, Fax: 0484 - 2359336 E-Mail: bimalokpal.ernakulam@ecoi.co.in</p>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
9.	GUWAHATI	<p>“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</p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura
10.	HYDERABAD	<p>6-2-46, 'Moin Court', 1st Floor, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi Ka Pool, Hyderabad- 500004</p>	Andhra Pradesh, Telangana, and UT of Yanam – a part of the UT of

		<p>Tel: 040-23325325/23312122, Fax: 040 - 23376599</p> <p>E-Mail: bimalokpal.hyderabad@ecoi.co.in</p>	Pondicherry
11.	JAIPUR	<p>Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.</p> <p>Tel.: 0141 2740363 Email: Bimalokpal.jaipur@ecoi.co.in</p>	Rajasthan
12.	KOLKATA	<p>4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072</p> <p>Tel: 033 - 22124339 / 22124340, Fax: 033 - 22124341</p> <p>E-Mail: bimalokpal.kolkata@ecoi.co.in</p>	West Bengal, UT of Andaman and Nicobar Islands, Sikkim
13.	LUCKNOW	<p>6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.</p> <p>Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Districts of Uttar Pradesh :</p> <p>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.</p>

14.	MUMBAI	3rd Floor, Jeevan Seva Annexe (Above MTNL), S.V. Road, Santa Cruz (W), Mumbai - Tel: 022 – 2610/6552/6960, Fax: 022 - 26106052 E-Mail: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15.	NOIDA	4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddha 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, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad , Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16	PATNA	1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
17	PUNE	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email:	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

		bimalokpal.pune@ecoi.co.in	
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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

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