

Aviva Jana Suraksha

An Individual Non-Linked, Non- Participating Pure Risk Life Insurance Plan

Part A

CIN-

UIN: 122N021V02

1. Forwarding Letter with Free Look Clause

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

Subject: Aviva Jana Suraksha : _____ **/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 return 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 cancellation. On receipt of the aforementioned 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

Policy Number	
Plan Name	
Plan Code	
UIN	122N021V02
Policyholder	
Name	
Date of Birth	
Sex	
Address	
Insured	
Name	
Age	
Date of Birth	
Sex	
Address	
Whether Age Admitted	
Insurance Details	
Sum Assured	
Accidental Benefit	
Policy Term	
Premium Frequency	
*Regular Premium	
*Single Premium	
*Annualized Premium	

Applicable Tax Amount	
Total Amount	
Total number of Premiums	
Due Date of Last Premium	
Commencement Date	
Risk Commencement Date	
Maturity Date	
* Applicable taxes will be charged and/ or deducted on/ from the Single/Regular premium at the prevailing rate. Tax laws are subject to change.	
Nomination Details (Under section 39 of the Insurance Act 1938 as amended from time to time)	
Nominees:	Appointee (in case of minority of the Nominee)
Name Date of Birth Age: Parentage Your relation:	Name : Date of Birth :
Name Date of Birth Age: Parentage Your relation:	
Company's Address	Aviva Tower, Sector Road, Opp. Golf Course, DLF Phase V, Sector 43, Gurugram -122 003 (Haryana).
Any special conditions	
Endorsements, if any:	
All premiums and benefits under this Insurance are payable in Indian Rupees	
This Schedule forms an integral part of the Policy Document and should be read in conjunction with them	
Intermediary Details	
Intermediary Name: Intermediary Code: Intermediary License No. Intermediary Telephone No.: Intermediary Mobile No: Intermediary Email:	

Authorised Signatory:

Date:

Place:

Part B

1. Definitions

Policyholder	An adult as named in the Schedule who has concluded the Policy with the Company or the adult as named in the Schedule who owns the Policy.
Insured	A person as named in the Schedule on whose life this Policy is effected.
Insured Event	Insured Event means the Insured's death.
Nominee	A person whose name has been nominated in writing to the Company by the Policyholder who is entitled to receive a benefit upon the death of the Insured in accordance with Section 39 of Insurance Act 1938, as amended from time to time.
Claimant	The Policyholder, Nominee or any other legally interested person who wishes to make a claim for payment of any benefits under the Policy.
Company	It means Aviva Life Insurance Company India Limited.
Schedule	The schedule including any endorsements issued by the Company in connection with the Policy, and, if more than one, then the latest in time.
Sum Assured	The guaranteed benefit payable upon death of the Insured as specified in the Schedule.
Single Premium	Premium for the Policy paid by the Policyholder at the commencement of the Policy in the form of a single premium. It excludes applicable taxes, rider premiums and extra premiums, if any.
Annualized Premium	It means the amount specified in the Schedule. It is the premium amount payable in a year chosen by the Policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
Regular Premium	The amount of the installment premium as specified in the Schedule including any amount paid as extra premium, but excluding applicable taxes, if any.
Policy Term	The period between the Commencement Date and the Maturity Date as shown in the Schedule.
Commencement Date	The date on which the Policy commences, as specified in the Schedule.
Risk Commencement Date	The date on which the risk under this Policy commences, as specified in the Schedule.
Anniversary	The annual anniversary of the Commencement Date.
Policy Year	The year commencing on the Commencement Date or an Anniversary thereof.
Age:	Age on the last birthday.
Grace Period	Time granted by the Company 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 for payment of the Regular Premium shall be a period of fifteen (15) days if the premium frequency is monthly and period of thirty (30) days for all other premium frequencies commencing from the date on which the Regular Premium was due.
Revival Period	A period of five (5) years from the first unpaid Regular Premium due date.
Policy	The contract of insurance entered into between the Policyholder and the Company as evidenced by this Policy Document, and includes the Proposal.
Accident	It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

Total Premiums Paid	It means the total of all the Premiums received, excluding any extra premium, rider premium and taxes, if any.
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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.

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Part C

Article 1-Death Benefit

- 1.1 If the Insured dies during the Policy Term, and subject to the admission of a claim by the Company and subject to Article 1 of Part F, the Company will be liable to pay the Sum Assured if the cause of death is not an Accident and twice the Sum Assured if the cause of death is an Accident.
- 1.2 No benefit shall be payable in respect of the Insured's death after the maturity date as mentioned in the Schedule.

Article 2- Grace Period

- 2.1 If the Regular Premium is not paid in the amount or at the time provided for, then the Company will allow the Grace Period. The Grace Period for payment of the Regular Premium shall be a period of fifteen (15) days if the premium frequency is monthly and period of thirty (30) days for all other premium frequencies commencing from the date on which the Regular Premium was due. During the Grace Period, the Policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the Policy. If the Company does not receive the Regular Premium within the Grace Period, then the Policy shall immediately and automatically lapse without value.

Article 3 – Premium Payment Conditions

- 3.1 It is a condition precedent to the Company's liability that the Policyholder shall make Single Premium payment for Single Premium payment frequency and Regular Premium for yearly frequency of premium payment as mentioned in the Schedule under this Policy.
- 3.2 If the Regular Premium is not paid in the amount or at the time provided for, then the Company will allow the Grace Period.

Part D

Article 1- Revival and Dealings with the Policy

- 1.1 If the Company does not receive the Regular Premium within the Grace Period, then the Policy shall immediately and automatically lapse without value. If death of the Insured occurs during the Grace Period, the Regular Premium due but not paid will be deducted from the Sum Assured.
- 1.2 If the Insured is alive, a lapsed policy can be revived during the Policy Term, but within a period of 5 years i.e. Revival Period, from the date of first unpaid Regular Premium provided:
 - 1.2.1 the Policyholder sends the Company a written request to revive the Policy along with all due Regular Premiums plus applicable taxes in full;
 - 1.2.2 the Policyholder submits a proof of continued insurability of the Insured to the Company's satisfaction and any other information/documents that the Company may request;
 - 1.2.3 the revival of a lapsed Policy shall be subject to the Company's sole discretion and in accordance with the Company's board approved underwriting policy;
 - 1.2.4 the revival of the lapsed policy shall only be effective from the date on which the Company issues a written endorsement to the Policyholder confirming the revival of the Policy.

Article 2- Freelook period

- 2.1 Policyholder has 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 mode) from the date of receipt of the Policy document. If the Policyholder disagree to any of the terms or conditions, Policyholder has the option to return the Policy stating the reasons for the objection. If Policyholder returns the Policy for cancellation during the free look period, the Company will refund the Regular/Single Premium received (without interest), whichever is applicable, subject only to a deduction of the expenses incurred by the Company on medical examination, if any and stamp duty charges.

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

Article 1-Payment of Benefits and Dealings with the Policy

- 1.1 It is a condition precedent to the Company's liability to make payment of any death benefit that:
- 1.1.1 it receives written notice as soon as possible, and in any event within 3 months, of the Insured's death and is provided with the opportunity of establishing to its satisfaction the date, circumstances and cause of the Insured's death;
 - 1.1.2 the Claimant shall at his own expense expeditiously provide the Company with such evidence (medical, legal or otherwise), as the Company may request in order to investigate a claim, assess its liability for a claim, or admit a claim under Article 1 of Part C;
 - 1.1.3 the Claimant shall send to the Company:
 - The Policy Document
 - The original or legalised copy of the Insured's death certificate and a medical report showing the cause of death and details of the commencement and development of any illness or medical condition that led to the Insured's death.
 - The Company's claim form duly completed.

Article 2-Fraud, Misrepresentation and forfeiture

- 2.1 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 for reference.

Article 3-Nomination in accordance with Section 39 and Assignment in accordance with Section 38 of the Insurance Act, 1938, as amended from time to time

- 3.1 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.
- 3.2 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.

Article 4- Suicide

- 4.1 If the death of the Insured occurs due to suicide within twelve (12) months of the Risk Commencement Date or the date of revival of the Policy, as applicable, then the Claimant, shall be entitled to 80% of the Total Premiums Paid, as applicable paid till the date of death of the Insured or the surrender value available, if any as on the date of death of the Insured whichever is higher, provided the Policy is in force.

Article 5-Loss of the Policy Document

- 5.1 We will replace a lost Policy Document with a fee of Rs 250/- plus applicable taxes. The original

policy will cease to have any legally binding impact from the date of issuance of duplicate policy.

Article 6-Status of Agent/Intermediary

- 6.1 The insurance agent/intermediary is only authorized by the Company to arrange completion and submission of the Proposal. The insurance agent/intermediary is not authorized to act as the Company's legal representative or act in any other way on behalf of the Company. Information given to the insurance agent/intermediary should not be considered as having been given to the Company. Any document or other notice sent by the Policyholder through the agent/intermediary will only be a valid intimation to the Company from the date and time it is received and the Company acknowledge its receipt.

Article 7-Correspondence

- 7.1 All instructions and notifications in respect of the Policy must be given in writing and signed by the Policyholder and sent to the Company's address specified in the Schedule. The Company will not act upon any such instruction, notification or request until it is received at the specified address and its contents accepted by the Company.
- 7.2 The Policyholder should notify the Company of any change of address also involving the Insured and Nominee under the Policy. In the event that a change of address (including any change in registered email id), is not notified to the Company then correspondence sent to the last recorded address shall be legally effective and the Company shall not be held liable in any manner for any losses or damages suffered by you or your Claimant due to the above.

Article 8-Notices

- 8.1 All notices of transfers or assignments or of any other legal transactions affecting ownership of the Policy or entitlement to benefits under the Policy must be given in writing to the Company at its address specified in the Schedule.
- 8.2 All notices of nominations under Article 3 above and pursuant to Section 39 of the Insurance Act 1938, as amended from time to time, must be given in writing to the Company at its address specified in the Schedule.
- 8.3 Any transfer, assignment, nomination or other transaction affecting ownership of the Policy or entitlement to benefits under the Policy shall be ineffectual and void against the Company unless and until notice is served in accordance with Articles 8.1 and 8.2 and registered with the Company before the payment of benefits.
- 8.4 In registering any notice pursuant to Articles 8.1 and Article 8.2, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

Article 9-Currency

- 9.1 All premiums and benefits under this Policy are payable in the currency of the Policy as specified in the Schedule.

Article 10- Governing Laws & Jurisdiction

- 10.1 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.

Article 11-Due Observance

- 11.1 The due observance of and compliance with the terms, provisions and conditions of the

Policy Document insofar as they relate to anything to be done or complied with by the Insured and/ or the Policyholder and/or any other Claimant shall be a condition precedent to the liability of the Company.

Article 12-Taxation

- 12.1 The Company is entitled to make such deductions and/ or levy such charges, present and future which in its opinion are necessary and appropriate, from and/ or on the premium payable or fee/ charge payable or benefit receivable under the Policy on account of any applicable taxes which is or/ may be imposed in relation to the Policy by any legislation, order, regulation or otherwise upon the Company, the Policyholder or the Nominee. Further, the Company shall not be liable for any taxes on any personal income of the Policyholder or the Nominee.

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Part G

Article 1 -Grievance Redressal 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** ; or
 - email Us at: 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 Our Grievance 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.

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@irdai.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.irdai.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;
 - non-issuance of insurance policy after receipt of premium in life insurance; and

- i) 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 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

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, Bhubaneswar - 751009 Tel: 0674 - 259 6455/61, Fax: 0674 - 259 6429 E-Mail: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
	CHANDIGARH	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh-160017 Tel: 0172-2706196 / 2706468; E-Mail: bimalokpal.chandigarh@ecoi.co.in , Fax: 0172 - 270 8274	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
6.	CHENNAI	Fatima Akhtar Court, 4th Floor, 453) Anna Salai, Teynampet, Chennai - 600018 Tel: 044 - 24333668 / 24335284 , Fax: 044 - 24333664 E-Mail: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)
7.	NEW DELHI	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, New Delhi- 110002 Tel: 011 - 23232481 / 23213504 E-Mail: bimalokpal.delhi@ecoi.co.in	Delhi
8.	ERNAKULAM	2 nd Floor, PulinatBuilding, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/9338, Fax: 0484 - 2359336 E-Mail: bimalokpal.ernakulam@ecoi.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
9.	GUWAHATI	“Jeevan Nivesh”, 5th Floor, Near, Panbazar Overbridge, SS Road, Guwahati - 781001 (Assam) Tel: 0361 - 2632204 / 2602205 E-Mail: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura
10.	HYDERABAD	6-2-46, 'Moin Court', 1st Floor, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi Ka Pool, Hyderabad-500004 Tel: 040-67504123/23312122, Fax: 040 - 23376599 E-Mail: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, and UT of Yanam – a part of the UT of Pondicherry

S.No	Office of the Ombudsman	Contact Details	Areas of Jurisdiction
11.	JAIPUR	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
12.	KOLKATA	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072 Tel: 033 - 22124339 / 22124340, Fax: 033 - 22124341 E-Mail: bimalokpal.kolkata@ecoi.co.in	West Bengal, UT of Andaman and Nicobar Islands, Sikkim
13.	LUCKNOW	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14.	MUMBAI	3rd Floor, Jeevan Seva Annexe (Above MTNL), 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	4 th 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

S.No	Office of the Ombudsman	Contact Details	Areas of Jurisdiction
16	PATNA	1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
17	PUNE	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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Annexure 1

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

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

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy whichever is later.
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 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

1. The policyholder of a life insurance policy covering his own life may nominate person(s) to whom the policy benefits will be paid upon his death.
2. If the nominee is a minor, the policyholder may appoint a person to receive the policy benefits during the minority of the nominee.
3. A nomination can be made at any time before the policy matures. Nomination may be incorporated in the policy or may be endorsed on the policy communicated to the insured and can be registered by the insurer in the records relating to the policy.
4. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a will, as the case may be. A written notice in writing of change or cancellation of nomination must be delivered to the insurer. Otherwise, the insurer will not be liable if a payment is made to the nominee named in the policy document or the insurer's records.
5. On receipt of notice along with the prescribed fee, the insurer should grant a written acknowledgement to the policyholder regarding registration of a nomination or cancellation or change of nominee.
6. A transfer or assignment as per Section 38 of the Insurance Act, 1938 shall automatically cancel the nomination, unless assignment is made to the insurer or other transferee or assignee for the purpose of a loan. In such a case of assignment for the purpose of a loan, the nomination will not get cancelled, but the nominee's rights will be affected to the extent of the insurer's or transferee's or assignee's interest in the policy. The nomination will be revived on repayment of the loan.
7. The right of any creditor to be paid out of the proceeds of any life insurance policy will not be affected by the nomination.
8. In case of nomination by policyholder whose life is insured, if the nominee(s) dies before the policyholder, the policy benefits are payable to the policyholder or his heirs or legal representatives or holder of succession certificate.
9. If nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
10. If the nominee is a parent, spouse or child of the policyholder whose life is insured and such nominee dies after the policyholder but before his share of the policy benefits is paid, then, such share shall be paid to the heirs or legal representative of the nominee or holder of succession certificate of such nominee.
11. If policyholder dies after maturity but the policy benefits have not been paid to him because of his death, his nominee shall be entitled to the policy benefits.
12. The provisions of Section 39 are not applicable to any life insurance policy to which the Married Women's Property Act, 1874 applies or has at any time applied. Where nomination is intended to be made to spouse and/or children under the aforesaid legislation, it should be specified on the policy.

[Disclaimer: This is only a simplified version of Section 39 of the Insurance Act, 1938 prepared for general information. You are advised to refer to the Insurance Act, 1938 as amended by the Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]

Annexure 3

A Simplified Summary of Section 38 of the Insurance Act, 1938 (Assignment and Transfer)

1. This policy may be transferred or assigned, wholly or in part, with or without consideration. Such assignment or transfer may be made by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
2. The instrument of assignment should indicate:
 - a) the fact of transfer or assignment;
 - b) the reasons for the same;
 - c) antecedents of the assignee;
 - d) the terms on which assignment/transfer is made.
3. The assignment must be signed by the transferor or assignor or their duly authorized agent and attested by at least one witness. Unless the following is delivered to the insurer, the insurer may not act upon the transfer or assignment:
 - a) a written notice of the transfer/ assignment; and
 - b) either the endorsement or instrument itself or its copy certified to be correct by both transferor and transferee or their duly authorised agents.
4. On receipt of notice along with the prescribed fee, the insurer shall issue written acknowledgement. Such acknowledgment will be conclusive evidence against the insurer of duly receiving the notice.
5. 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.
6. 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 policyholder's interest; or
 - c) not in public interest; or
 - d) is for the purpose of trading of the insurance policy.
7. Before refusing to act upon a notice of transfer or assignment, the insurer should communicate the reasons for doing so in writing to policyholder within thirty (30) days from the policyholder giving the notice. Any person aggrieved by such refusal may prefer a claim to the IRDAI within thirty (30) days of receipt of the refusal letter from the insurer.
8. 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 IRDAI.
9. 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 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 the insured surviving the term of the policy.
10. Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy.

In other cases, the insurer shall, subject to terms of assignment, recognize the transferee or assignee 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;
- b) may institute any proceedings in relation to the policy; and
- c) obtain loan under the policy or surrender the policy.

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