

**Aviva Signature Guaranteed Income Plan**  
**An Individual Non-Linked, Non-Participating Savings Life Insurance Plan**

**Part A**

CIN-

UIN: 122N146V02

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

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

**Subject: Aviva Signature Guranteed Income Plan - Policy Number: \_\_\_\_\_ /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/ 1800-180-2266

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

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

Yours Sincerely

Name

Designation

*Address: The Customer Service Group  
Aviva Life Insurance Company India Ltd.  
401-A, 4th Floor, Block A, DLF Cyber Park,  
Sector-20, NH-8, Gurugram, Haryana-122 016  
Contact: 1800-103-7766/customerservices@avivaindia.com*

**Intermediary Name:**  
**Intermediary Code:**  
**Intermediary Telephone No.:**  
**Intermediary Email:**

**Intermediary License No.**  
**Intermediary Mobile No:**

2. Policy Preamble

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

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3. Policy Schedule

SCHEDULE

An Individual Non-Linked, Non-Participating Savings Life Insurance Plan  
(UIN:122N146V02)

<b>Policy</b>	
Policy Number	:
Plan Name	: Aviva Signature Guaranteed Income Plan
Policy Classification	:
Option Chosen	: Signature-Investor/Signature-Builder/Signature-Money Maker/Signature-Saver
UIN	: 122N146V02
Plan Type	: Individual Non-Linked, Non-Participating Savings Life Insurance Plan
Plan Code	:
<b>Insurance Agent/ Insurance Intermediary:</b>	
<b>Name of the Insurance Agent/ Insurance Intermediary:</b>	
<b>Insurance Agent/ Insurance Intermediary License No.:</b>	
<b>Insurance Agent/ Insurance Intermediary Code:</b>	
<b>Address:</b>	
<b>Telephone No.:</b>	<b>Mobile No.:</b>
<b>Email:</b>	
<b>Policyholder</b>	<b>Insured</b>
Name :	Name :
Date of birth :	Date of birth :
Age :	Age :
Gender :	Gender :
Identity Proof :	Identity Proof :

Address :	Address :
Telephone No. :	Telephone No. :
Mobile No. :	Mobile No. :
Email :	Email :
Whether Age admitted (Yes/No):	
Relationship with Insured :	
<b>Insurance Details</b>	
Single Premium (if applicable):	
Regular Premium(if applicable) :	Loyalty Addition:
Premium Frequency :	
Extra Premium (if applicable):	Annualized Premium :
Risk Commencement Date: :	Commencement Date :
Applicable Tax Amount* :	Total Amount :
Death Sum Assured :	
Guaranteed Income :	
(If Applicable)	
Guaranteed Income Start Date:	
Guaranteed Income End Date:	
Policy Term :	
Premium Payment Term :	
Due date for payment of last Premium:	
Maturity Date :	
Guaranteed Maturity Sum Assured :	
Annual Accrual Amount of Guaranteed Addition ( Applicable for Signature Investor Option only):	
Total Accrual Amount of Guaranteed Additions during the Policy Term (Applicable for Signature Investor Option only):	
*Alteration Charges: Nil	
*Revival Fee: Nil	

\*Applicable taxes shall be payable on the premium/charges/fee at the prevailing rate. Tax laws are subject to change.

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

**Nominees:**

Name:_____	Name:_____	Name:_____
Address:_____	Address:_____	Address:_____
Age_____	Age:_____	Age:_____
Percentage : _____	Percentage : _____	Percentage: _____
Relationship_____	Relationship:_____	Relationship_____
Telephone No.: _____	Telephone No. : _____	Telephone No. : _____
Mobile No.: _____	Mobile No.: _____	Mobile No.: _____
Email: _____	Email: _____	Email: _____

**Appointee (in case of minority of the Nominee)**

Name:  
Relationship:  
Address:\_\_\_\_\_  
Telephone No.:  
Mobile No.:  
Email:

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

Name:	Name:
Address :	Address :
Telephone No. :	Telephone No. :
Mobile No. :	Mobile No. :

Email : Email

**Any Special Conditions:**

**Endorsements, if any:**

All premiums and benefits under this Policy are payable in Indian Rupees.

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

Our Address :

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

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

Authorised Signatory:

Date:

Place: Gurugram

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## Part B

### 1. Definitions

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

1.1.1 Age means age on the last birthday as specified in the Schedule.

1.1.2 Annualised Premium means the amount specified in the Schedule. It is the premium payable in a Policy Year excluding applicable taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any

1.1.3 Accrued Guaranteed Additions, means the additions accrued every policy year from the end of 1<sup>st</sup> Policy Year till the end of the Policy Term under the Signature-Investor Option only. Guaranteed Addition will accrue at 3% of the Guaranteed Maturity Sum Assured as specified under the Schedule for Signature Investor Option.

1.1.4 Commencement Date means the date on which this Policy commences, as specified in the Schedule.

1.1.5 Commuted Value means the discounted value of the future Guaranteed Income payable under the Signature-Builder option. The Commuted Value of the future Guaranteed Income shall be determined using the following formula:

Commuted Value= Commuted Value Factor x Guaranteed Income

The Commuted Value Factors are given below:

Number of Future Guaranteed Income Payouts	1	2	3	4	5	6	7	8	9	10	11	12
Commuted Value Factor	0.91	1.75	2.51	3.20	3.84	4.42	4.95	5.43	5.88	6.28	6.65	6.98

Number of Future Guaranteed Income Payouts	13	14	15	16	17	18	19	20	21	22	23	24	25
Commuted Value Factor	7.29	7.57	7.83	8.06	8.28	8.47	8.65	8.81	8.96	9.10	9.22	9.33	9.44

1.1.6 Death Sum Assured means the amount specified in the Schedule payable in accordance with Article 1.1 of Part C

1.1.7 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.

- 1.1.8 Guaranteed Income means the amount specified in the Schedule payable in following manner under each option if applicable:

Option	Manner of Payment
Signature-Builder	Guaranteed Maturity Sum Assured is paid out as a series of fixed Guaranteed Income over the Payout Period. The Guaranteed Income will start from one year after the end of the Policy Term and thereafter payable at the end of each year during the Payout Period
Signature-Money Maker	Guaranteed Income is payable annually in arrears. The first payment shall start from the 2 <sup>nd</sup> Policy Anniversary and thereafter at each Policy Anniversary till the Maturity Date
Signature-Saver	Guaranteed Income is payable annually in arrears. The first payment shall start from one year after the end of the Premium Payment Term and thereafter at the end of the each Policy Year till the Maturity Date

There is no Guaranteed Income payable under Signature-Investor option.

- 1.1.9 Guaranteed Maturity Sum Assured means the amount specified in the Schedule payable in accordance with Article 1.2 of Part C
- 1.1.10 Insured means the person named as the insured in the Schedule on whose life this Policy is effected.
- 1.1.11 Insured Event means the Insured's death.
- 1.1.12 IRDAI means the Insurance Regulatory and Development Authority of India established under this Insurance Regulatory and Development Authority Act, 1999.
- 1.1.13 Loyalty Addition, means the amount as per following table for each of the Option which is applicable only either on Maturity of the Policy or in case the Policy is surrendered in the last Policy Year of the Policy Term or in case the Insured dies in the last Policy Year of the Policy Term.

Option	Amount of Loyalty Addition
Signature-Investor	Guaranteed Maturity Sum Assured x [Premium Payment Term/100 + Policy Term/200]
Signature-Builder	Guaranteed Income X [Premium Payment Term/100 + Policy Term/200]
Signature-Money Maker	Guaranteed Maturity Sum Assured x [Premium Payment Term/100 + Policy Term/200]
Signature-Saver	Guaranteed Maturity Sum Assured x [Premium Payment Term/100 + Policy Term/200]

- 1.1.14 Maturity Benefit means the amount payable in accordance with Article 1.2 (Maturity Benefit) of Part C.



- 1.1.15 Nominee means the person named in the Schedule who has been nominated in accordance with Article 6 (Nomination and Assignment) of Part F.
- 1.1.16 Payout Period means the payment period for Guaranteed Income under Signature-Builder option. The Payout Period would be 10 Years for a Regular Premium Policy and 25 Years for a Single Premium Policy
- 1.1.17 Policy means the arrangements established by this Policy Document.
- 1.1.18 Policy Anniversary means the annual anniversary of the Commencement Date.
- 1.1.19 Policy Term means the period between the Commencement Date and the Maturity Date.
- 1.1.20 Policy Year means a period of 12 months commencing on the Commencement Date or any Policy Anniversary.
- 1.1.21 Premium Payment Term means the period specified in the Schedule during which Single/Regular Premium is payable.
- 1.1.22 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. The Proposal Form shall form an integral part of this Policy document and read together therewith.
- 1.1.23 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.
- 1.1.24 Revival Period means a period of five (5) consecutive years commencing from the date of the first unpaid Regular Premium.
- 1.1.25 Risk Commencement Date means the date given in the Schedule from which We accept the risk on the life of the Insured.
- 1.1.26 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.
- 1.1.27 Single Premium means the lump sum premium amount paid as specified in the Schedule, excluding any amount paid as applicable taxes, rider premiums, underwriting extra premiums if any;
- 1.1.28 Surrender Value means the amount payable in accordance with Article 2 (Surrender Value) of Part D.
- 1.1.29 Total Premiums Paid means the total of all the premiums received by Us, excluding extra premium, rider premium and applicable taxes, if any.

- 1.1.30 We, Our or Us means the Aviva Life Insurance Company India Limited.
- 1.1.31 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.

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## Part C

### 1. Benefits

#### 1.1. Death Benefit

##### 1.1.1 Death Benefit during the Policy Term

- a) In case the Insured dies during the Policy Term except during the last Policy Year, provided all due Premiums have been paid till the date of death, highest of the following amounts shall be paid as Death Benefit:
  - (i) Death Sum Assured, plus accrued Guaranteed Additions, if any
  - (ii) 105% of the Total Premiums Paid
- b) In case Life Insured dies during the last Policy Year of the Policy Term provided all due Premiums have been paid till the date of death, the Death Benefit would be highest of the following:
  - (i) Death Sum Assured, plus accrued Guaranteed Additions, if any
  - (ii) 105% of the Total Premiums Paid
  - (iii) Maturity Benefit (including Loyalty Addition)- for Signature-Investor option in case You have opted this option
  - (iv) Commuted Value of the Guaranteed Income (including Loyalty Addition)- for Signature-Builder option in case You have opted this option
  - (v) Maturity Benefit (including Loyalty Addition) plus Survival Benefit - for Signature-Money Maker and Signature-Saver options in case You have opted for any one of these options
- c) Death Benefit will not be less than the available Surrender Value at the time of death of the Insured.

##### 1.1.2 Death Benefit during the Payout Period

In case You have opted for Signature-Builder option and the Insured Event happens anytime during the Payout Period, We shall continue to pay the Guaranteed Income to the Nominee for the remaining period of the Payout Period. Nominee can take a Commuted Value of all future Guaranteed Income (including instalments of Loyalty Addition, if any), as a lump sum anytime time during the Payout Period. There will not be any liability/benefit left in the Policy once the said Commuted Value is taken by the Nominee.

#### 1.2. Maturity Benefit

- 1.2.1. If the Insured Event has not occurred before the Maturity Date and provided that all due Premiums till the Maturity Date have been received and this Policy is in force, then, We will pay You the Guaranteed Maturity Sum Assured along with Accrued Guaranteed Additions ,if any, along with Loyalty Addition, if any in the following manner:
  - a) For Signature-Investor, Signature-Money Maker and Signature-Saver options as a single 'Lump Sum' amount.

- b) For Signature-Builder option, Guaranteed Maturity Sum Assured (GMSA), along with Loyalty Addition, is paid out as a series of fixed Guaranteed Income over the Payout Period. Loyalty Addition amount under this option shall be divided in equal annual instalments of the Payout Period and paid along with Guaranteed Income.

1.2.2. You can take a Commuted Value of the future Guaranteed Income under Signature-Builder option any time after the Maturity Date. There will not be any liability/benefit left in the Policy once the said Commuted Value is taken by You.

### **1.3. Survival Benefit**

1.3.1. In case You have chosen option 'Signature-Money Maker' option at inception, We will pay You the Guaranteed Income as long as the Insured is surviving during the Policy Term. The first payment shall start from the 2<sup>nd</sup> Policy Anniversary and thereafter on each Policy Anniversary till the Maturity Date, subject to survival of the Insured and provided that all due Regular Premiums till the due date of such Survival Benefit have been received by Us and this Policy is in force. Such Survival Benefit shall cease after the termination of the Policy as per Article 3 of Part F.

1.3.2. In case You have chosen option 'Signature-Saver' option at inception, We will pay You the Guaranteed Income as long as the Insured is surviving during the Policy Term. The first payment shall start from the one year after the end of the Premium Payment Term and thereafter on at the end of each Policy Year till the Maturity Date, subject to survival of the Insured and provided that all due Regular Premiums till the due date of such Survival Benefit have been received by Us and this Policy is in force. Such Survival Benefit shall cease after the termination of the Policy as per Article 3 of Part F.

## **2. Premium Payment Condition**

Regular Premium shall be paid by You to Us on every Policy Anniversary, if Your Premium Frequency is annual. If Your Premium Frequency is half yearly, or quarterly, or monthly, then the Regular Premium shall be paid on the date corresponding with the Commencement Date in every half-year, quarter or month respectively. If the corresponding date does not exist in a particular month, then the last day of that month shall be deemed to be the due date. In any event, the Regular Premium shall be paid by You to Us before the expiry of the Grace Period.

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

## **3. Grace Period**

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

**Part D**

**1. Lapse of the Policy & Revival of the Policy**

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

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

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

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

- a) The Policy shall automatically become a Paid-up Policy after expiry of the Grace Period with Reduced Paid-up Benefits as follows:

Option	Paid-up Death Benefit under a Paid-up Policy	Paid-up Maturity Benefit under a Paid-up Policy	Paid-up Survival Benefit under a Paid-up Policy
Signature-Investor	T/N x Death Sum Assured plus Accrued Guaranteed Additions	T/N x Guaranteed Maturity Sum Assured plus Accrued Guaranteed Additions	Not Applicable
Signature-Builder	T/N x Death Sum Assured	T/N x Guaranteed Income	Not Applicable
Signature-Money Maker	T/N x Death Sum Assured	T/N x Guaranteed Maturity Sum Assured	T/N x Guaranteed Income
Signature-Saver	T/N x Death Sum Assured	T/N x Guaranteed Maturity Sum Assured	T/N x Guaranteed Income

T: Total number of Regular Premiums paid

N: Total number of Regular Premiums payable during the Policy Term

- b) If the Policy becomes a Paid-up Policy, then such Paid-up Policy shall not accrue any future Guaranteed Additions and/or Loyalty Addition, unless the Policy is subsequently revived in accordance with Article 1.1.2(c) below:

- (i) On the occurrence of the Insured Event during the Policy Term when the Policy is Paid-up, We will pay Paid-up Death Benefit. The Paid-up Death Benefit will not be less than the Surrender Value as on date of death of the Insured.
  - (ii) If the Insured Event has not occurred before the Maturity Date and the Policy is Paid-up, then, We shall pay Paid-up Maturity/Paid-up Survival Benefit as applicable
  - (iii) You may surrender the Policy in accordance with Article 2 below
- c) If the Policy has lapsed or has become Paid-up Policy in accordance with Article 1.1 above then You may give Us written notice along with all the due Regular Premiums, including applicable taxes and applicable interest amount, to revive the Policy during the Revival Period and provide Us with all information or documentation We request. You understand and agree that:
- (i) You shall pay all the due Regular Premiums, including applicable taxes, in full and the interest at the rate of 9% per annum compounded monthly plus applicable taxes and the Revival Fee, if any, as specified in the Schedule.
  - (ii) You shall bear the cost of medical examination, if any
  - (iii) Even if You have submitted all the information and documentation sought by Us, there is no obligation on Us to revive the Policy or to revive it on the same terms and the revival is subject to Our board approved underwriting policy, as applicable from time to time.
  - (iv) The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.
  - (v) Any Survival Benefit due in the revival period shall be paid/accrued as per the terms and conditions of the policy after the payment premium as mentioned in 1.1.2 (c) (i).

## 2. Surrender Value

- 2.1 A Regular Premium Policy can be surrendered anytime provided at least two years' premiums have been received by Us.
- 2.2 A Single Premium Policy can be surrendered any time during the Policy Term.
- 2.3 Subject to conditions specified in 2.1, the Policy may be surrendered by You giving a written notice to Us and We will pay a Surrender Value which is the higher of the Guaranteed Surrender Value (GSV) and the Special Surrender Value (SSV).

2.4 The Guaranteed Surrender Value shall be calculated as follows:

GSV= {GSV Factor X Total Premiums Paid} plus {GSV Factor on Guaranteed Additions X Accrued Guaranteed Additions, if any} minus sum of all Guaranteed Income benefits paid till date of surrender, if any.

2.5 Special Surrender Value (SSV) for each option shall be calculated as follows:

Option	Special Surrender Value
Signature-Investor	SSV Factor <sup>-1</sup> x {(T/N x Guaranteed Maturity Sum Assured) plus (Accrued Guaranteed Additions)}
Signature-Builder	For Single Premium Policy= SSV Factor <sup>-1</sup> x Commuted Value Factor for 25 Years x Guaranteed Income For Regular Premium Policy= SSV Factor <sup>-1</sup> x T/N x Commuted Value Factor for 10 Years x Guaranteed Income
Signature-Money Maker	(SSV Factor <sup>-1</sup> x T/N x Guaranteed Maturity Sum Assured) + (SSV Factor <sup>-2</sup> x T/N x Guaranteed Income)
Signature-Saver	(SSV Factor <sup>-1</sup> x T/N x Guaranteed Maturity Sum Assured) + (SSV Factor <sup>-3</sup> x T/N x Guaranteed Income)

T: Total number of Regular Premiums paid

N: Total number of Regular Premiums payable during the policy term

In case the Policy is surrendered during the last Policy Year and all due Premiums up to the date of surrender have been paid by You, then the computation of the Special Surrender Value shall be done considering the Loyalty Addition payable on the Maturity Date of the Policy. For this purpose the said Loyalty Addition, shall be added to the Guaranteed Maturity Sum Assured for Signature-Investor/Signature-Money Maker/Signature-Saver Options in the above formula of the SSV prescribed in above table of the for these options. However, for Signature-Builder option, the Loyalty Addition divided by the Payout Period shall be added to the Guaranteed Income in the above formula of the SSV prescribed in above table of the for this option.

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

Before making a request for surrender, You may approach Our nearest branch office to obtain the Surrender Value before You surrender the Policy.

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

2.7 GSV factors are given in Annexure 4

### 3. Loan

No loan shall be available under this Policy.

### 4. Freelook period

The Policyholder has the right to review the Policy terms and conditions during the free look period which is 15 days from the date of receipt of the Policy Document (30 days in case the Policy is solicited through Distance Marketing or in case of Electronic Policies). If You disagree to any of the terms or

conditions, You have the option to return the Policy during the free look period stating the reasons for Your objections, on which You will be entitled to a refund of premium paid, after deducting expenses incurred on medicals, if any and stamp duty.

Free look facility is available for all the options available under the product.

Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes:

1. Voice Mode
2. Short Messaging Service
3. Electronic mode which includes e-mail, internet and interactive television (DTH)
4. Physical mode which includes direct postal mail and newspaper & magazine inserts; and
5. Solicitation through any means of communication other than in person.

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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

### General Terms & Conditions

#### 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. Conditions for Payment

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

- 2.1. 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
- 2.2. 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:
  - 2.2.1. Original or certified copy of the death certificate issued by the municipal authorities.
  - 2.2.2. Original Policy Document.
  - 2.2.3. Our claim form duly filled in, signed by the Claimant and attested by the authorities as mentioned in the claim form.
  - 2.2.4. Last medical attendant/ Medical Practitioner's report, if applicable.
  - 2.2.5. Employer's questionnaire, if applicable.
  - 2.2.6. Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years.
  - 2.2.7. Identification proof of the Nominee & Appointee issued by a governmental authority.
  - 2.2.8. Any document, which establishes the Nominee & Appointee's relationship with the Insured.
  - 2.2.9. Address proof of the claimant for the address mentioned in the claim form.
  - 2.2.10. 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.
- 2.3. 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:
- 2.3.1. Original Policy Document.
  - 2.3.2. Payout form duly filled in by You and/or the assignee, if any.
  - 2.3.3. Your and/or the assignee's (if any) identification proof issued by a governmental authority.
  - 2.3.4. Your or the assignee's (if any) address proof.
  - 2.3.5. Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by You or the assignee (if any).
- 2.4. We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.
- 2.5. We may agree to accept minimum required documents on a case to case basis.

### 3. Termination

- 3.1. This Policy will immediately and automatically terminate on the earliest of:
- 3.1.1. The occurrence of the Insured Event
  - 3.1.2. On the surrender of the Policy in accordance with Article 2 of Part D
  - 3.1.3. On the expiry of the Revival Period and the Policy is not revived in accordance with Article 1.1.2(c) or not converted into a paid-up Policy in accordance with Article 1.1.2 of Part D
- 3.2. The Policy which has become paid-up in accordance with Article 1.1.2 of Part D will not be terminated except for the condition under 3.1.1 to 3.1.3 above. However, if a Policy which became lapsed as per Article 1.1.1 and is not revived in accordance with Article 1.1.2 (c) of Part D shall be terminated.

### 4. Suicide Exclusion

- 4.1. 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.

### 5. Taxation

- 5.1. Any taxes or levies as applicable from time to time from and/or on the premium payable or fee/charge payable or benefit receivable under the Policy shall be deducted/charged as applicable. 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.

5.2. Tax laws are subject to amendments from time to time and you must keep yourself informed the same. We are not responsible to inform You of any changes in tax laws.

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

6.1. Nomination should be in accordance with provisions of section 39 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 1 for reference.

6.2. Assignment should be in accordance with provisions of section 38 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 2 for reference.

## **7. Entire Contract**

This Policy constitutes the complete contract of insurance between You and Us and includes the Proposal Form as an integral part of this Policy document. 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.

## **8. Due Observance**

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

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

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

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

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

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

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

11.1. 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.

## **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 sending the notices. You shall notify Us of any change in Your address (including any change in registered email id) or the Nominee's address, failing which notices or correspondence will be sent to the last recorded address. 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 sending the documents , at the address provided in the Schedule

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

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

**13.2.**No insurance agent/intermediary is authorised to amend the Policy Document, or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at Your risk and the agent will be acting only as Your representative.

### **14.Governing Law**

This Policy shall be governed by Indian laws. Any disputes or differences arising out of or under this Policy shall be governed by and determined in accordance with Indian law and shall be subject to the jurisdiction of Indian Courts.

## Part G

### 1. Grievance Redressal Mechanism

#### 1.1 Customer Service Assistance

- 1.1.1 For any query, complaint or grievance relating to the Policy You can:
- 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 more information, We request You to refer Our Grievance Redressal Policy as available on Our website [www.avivaindia.com](http://www.avivaindia.com) .

#### 1.2 Contact Our Grievance Redressal Officer

- 1.2.1 If You do not receive any response from Us or are not satisfied with Our response, You can contact Grievance Redressal Officer at:
- Head Office Aviva Life Insurance Company India Limited, 401-A, 4th Floor, Block A, DLF Cyber Park, Sector 20, NH-8, Gurugram , Haryana - 122 016; or
  - call at 0124-2709046; or
  - email at [gro@avivaindia.com](mailto:gro@avivaindia.com).

#### 1.3 How to Approach IRDAI Grievance Cell

- 1.3.1 If you are still not satisfied with the response or do not receive a response within 2 weeks, You may approach the Grievance Redressal Cell of the Consumer Affairs Department of the IRDAI on the following contact details:
- Call Toll Free Number 155255 (or) 1800 4254 732;
  - Send an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in);
  - Register and monitor Your complaint at IRDAI's online portal - Bima Bharosa System- <https://bimabharosa.irdai.gov.in/> ; or
  - Send a letter to the IRDAI with Your complaint in the prescribed format at the following address:

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](mailto: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](http://www.irdai.gov.in), if Your grievance pertains to:
- delay in settlement of claims, beyond the time specified in the regulations by

the IRDAI;

- b) any partial or total repudiation of claims by the life insurer;
  - c) disputes over premium paid or payable in terms of insurance policy;
  - d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
  - e) legal construction of insurance policies in so far as the dispute relates to claim;
  - f) policy servicing related grievances against insurers and their agents and intermediaries;
  - g) 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.
- 1.4.7 We request you to regularly check Our Website [www.avivaindia.com](http://www.avivaindia.com) or IRDAI's website [www.irdai.gov.in](http://www.irdai.gov.in) for updated contact details of the Insurance Ombudsman.

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### List of Insurance Ombudsman

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

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

## Annexure 1

### 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
  - 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 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 2

### 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 authorised agents have been delivered to the insurer.
- 6 Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7 On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8 If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 9 The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
- 10 Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11 In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12 The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13 Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment; or
  - b. where the transfer or assignment is made upon condition that
    - i the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured; OR
    - ii the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- 14 In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

- b. may institute any proceedings in relation to the policy
- c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

15 Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014 shall not be affected by this section.

*[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act ,2015 which is deemed to have come into force on the 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 45 – Policy shall not be called in question on the ground of mis-statement or suppression of material fact after three years**

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 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 policywhichever 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 policywhichever 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 it is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

***[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act ,2015 which is deemed to have come into force on the 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 4**

Guaranteed Surrender Value Factors

<b>GSV Factors - Applicable on Premiums</b>					
Policy year of surrender	Policy Term				
	5 (Single Premium)	10	15	20	30
1	75%	0%	0%	0%	0%
2	80%	30%	30%	30%	30%
3	85%	35%	35%	35%	35%
4	90%	50%	50%	50%	50%
5	90%	50%	50%	50%	50%
6		50%	50%	50%	50%
7		58%	53%	52%	51%
8		67%	57%	54%	53%
9		78%	61%	57%	54%
10		90%	65%	59%	55%
11			69%	62%	57%
12			74%	64%	58%
13			79%	67%	59%
14			84%	70%	61%
15			90%	73%	62%
16				76%	64%
17				79%	65%
18				83%	67%
19				86%	69%
20				90%	70%
21					72%
22					74%
23					76%
24					78%
25					80%
26					82%
27					84%
28					86%
29					88%
30					90%

<b>GSV Factors - Applicable on Accrued Guaranteed Additions</b>				
Policy year of surrender	Policy Term			
	10	15	20	30
1	0%	0%	0%	0%
2	35%	30%	15%	5%
3	50%	30%	20%	5%
4	55%	35%	20%	10%
5	60%	40%	25%	10%
6	65%	40%	25%	10%
7	75%	45%	30%	10%
8	80%	50%	30%	10%
9	90%	55%	35%	15%
10	100%	60%	40%	15%
11		65%	40%	15%
12		70%	45%	20%
13		80%	50%	20%
14		90%	55%	20%
15		100%	60%	25%
16			65%	25%
17			75%	30%
18			80%	30%
19			90%	35%
20			100%	40%
21				40%
22				45%
23				50%
24				55%
25				60%
26				65%
27				75%
28				80%
29				90%
30				100%