



Aviva Bharat Parivar Vikas Yojana [UIN:122N179V02]

Policy Document

CIN-U66010DL2000PLC107880

Mr./Ms. XYZ ABC

D-X, Block-XY Near XYS ABC - 123

XYZ, India

Subject: Aviva Bharat Parivar Vikas Yojana- An Individual Non-Linked, Participating Life Insurance Plan

Policy No.: / Client ID:

[Bar Code]

Dear Mr./Ms. XYZ,

Thank you for choosing Aviva as your Life Insurance Partner.

Your Policy Document for Aviva Bharat Parivar Vikas Yojana contains all the details about - Your Policy, including Your Proposal Form, Schedule and the first Premium receipt. This document carries important information about Your Policy. A copy of Customer Information Sheet is also enclosed for your information and record. Please read the Policy Document carefully. We advise You to keep the Policy Document safe and also inform Your nominee of its location. If You notice any mistake or error in this Policy, then, this Policy should be returned to Us immediately for rectification.

Free Look Option

You have an option to return this Policy for cancellation at any time within the first thirty (30) days of receipt of this Policy, if You disagree with this Policy. You can return this Policy by submitting to Us the original Policy Document and a written request stating the reasons for the return. Once We receive these documents, We will refund premium paid subject only to a deduction of a proportionate risk premium for the period of cover and the expenses, if any, incurred by Us on medical examination and stamp duty charges.

For any query, claim, complaint or grievance relating to the Policy, please feel free to connect on any of the touchpoints mentioned below. You may also visit your nearest branch or contact Your advisor.

Thank you for being a valued customer.

Name:

Designation:

Intermediary Name:

Intermediary License No.:

Intermediary Mobile No:

Intermediary Code:

Intermediary Telephone No.:

Intermediary Email:



Aviva Life Insurance Company India Limited

401-A, 4th Floor, Block A, DLF Cyber Park,
Sector-20, NH-8, Gurugram, Haryana-122
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Customer Service Helpline Number

1800-103-77-66 (Toll Free)
0124-270-9046



Email

customerservices@avivaindia.com

PART A - POLICY SCHEDULE

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.

1. Policy Details	
Policy Number:	Plan Code:
Plan Name: Aviva Bharat Parivar Vikas Yojana	UIN:
Plan Type:	Policy Classification:
Insurance Agent/ Insurance Intermediary:	Address:
Name of the Insurance Agent/ Insurance Intermediary:	Telephone No.:
Insurance Agent/ Insurance Intermediary License No.:	Mobile No.:
Insurance Agent/ Insurance Intermediary Code:	Email:
2. Policyholder Details	3. Insured Details
Name:	Name:
Date of birth:	Date of birth:
Age:	Age:
Gender:	Gender:
Identity proof:	Identity proof:
Address:	Address:
Contact Number(s):	Contact Number(s):
Email Id:	Email Id:
Relationship with Insured:	Whether Age admitted: (Yes/No):
4. Insurance Details	
A. Base Plan	
Plan Option:	
Premium Payment Type:	Limited Pay
Limited Premium:	
Premium Frequency:	
Extra Premium (if applicable):	
Annualized Premium:	
Risk Commencement Date:	
Commencement Date:	
Applicable Tax Amount*:	
Total Amount:	
Death Sum Assured:	
Maturity Sum Assured:	
Policy Term:	
Premium Payment Term:	
Due date for payment of last Limited Premium:	
Maturity Date:	
B. Rider Details	
Rider Name: Aviva Cancer Cardio Non-Linked Rider	
Rider UIN: 122B037V02	
Rider Sum Assured:	
Rider Premium:	
Applicable Tax Amount*:	
Rider Term:	
Rider Premium Payment Term:	
Rider Commencement Date:	
Rider Expiry Date:	
Total Amount (Rider + Base Plan): Rs.	
Alteration Charges*:	Nil

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

5. Nomination Details (Under section 39 of the Insurance Act 1938, amended from time to time)

Nominee(s) 1	Nominee(s) 2	Nominee(s) 3
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:	Telephone No.:
Relationship:	Mobile No.:
Address:	Email:

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

Beneficiary 1	Beneficiary 2	Beneficiary 3
Name:	Name:	Name:
Address:	Address:	Address:
Telephone No.:	Telephone No.:	Telephone No.:
Mobile No.:	Mobile No.:	Mobile No.:
Email:	Email:	Email:

6. Any Special Conditions:

7. 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.

8. 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 Schedule, if You notice any mistake/error in the information, this Policy is to be returned to Us for correction promptly.

Authorized Signatory:

Date:

Place:

1 capitalized terms in the Policy shall be ascribed the meaning as below:

PART B - POLICY DEFINITIONS

1. **Act** means the Insurance Act, 1938.
2. **Age** means age on the last birthday as specified in the Schedule.
3. **Annualized premium** means 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
4. **Appointee** means the person named by You (as applicable and registered with Us in the Schedule) who is authorized to receive and hold in trust the benefits under this Policy on behalf of the Nominee/(s), if the Nominee/(s) is/are less than Age 18 on the date of payment of such benefits.
5. **Assignee** is the person to whom the rights and benefits are transferred by virtue of an Assignment.
6. **Assignment** is the process of transferring the rights and benefits to an Assignee, in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.
7. **Claimant** means You (if You are not the Life Insured), Nominee(s) (if valid nomination is effected), Assignee(s) or their heirs, legal representatives or holders of a succession certificates in case Nominee(s) or Assignee(s) is/are not alive at the time of claim;
8. **Commencement Date** means the date on which this Policy commences, as specified in the Schedule..
9. **Death Sum Assured** means the amount specified in the Schedule payable in accordance with Article 1.1 (Death Benefit) of Part C
10. **Endorsement** means conditions attached / affixed to this Policy incorporating any amendments or modifications agreed to or issued by Us.
11. **Grace Period** means the time granted by Us from the due date for the payment of 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.
12. **Guaranteed Surrender Value** means an amount computed in accordance with Article 2.3 of Part D, which is guaranteed by Us;.
13. **Insured** means the person named as the insured in the Schedule on whose life this Policy is effected.
14. **Insured Event** means the Insured's death.
15. **IRDAI** means the Insurance Regulatory and Development Authority of India established under this Insurance Regulatory and Development Authority Act, 1999.
16. **Limited 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.
17. **Limited Premium Policy** is the Policy in which Premium Paying Term is lesser than Policy Term.
18. **Loan** means the interest-bearing repayable amount granted by the Company against the Surrender Value payable to the policyholder.
19. **Maturity Benefit** means the amount payable in accordance with Article 1.2 (Maturity Benefit) of Part C.
20. **Maturity Sum Assured** means the amount specified in the Schedule payable in accordance with Clause 1 of Part C.
21. **Nomination** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time;
22. **Nominee** means the person named in the Schedule who has been nominated in accordance with Article 6 (Nomination and Assignment) of Part F.
23. **Participating policy** means a Policy which is eligible for share of profit depending upon the Company's experience in accordance with the terms and conditions of the Policy.
24. **Policy** means the arrangements established by this Policy Document.
25. **Policy Anniversary** means the annual anniversary of the Commencement Date.
26. **Policy Term** means the period between the Commencement Date and the Maturity Date.
27. **Policy Year** means a period of 12 months commencing on the Commencement Date or any Policy Anniversary.
28. **Premium Payment Term** means the period specified in the Schedule during which Premium is payable.
29. **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.
30. **Revival** means restoration of the policy, which was discontinued due to the non-payment of premium, with all the benefits mentioned in the policy document, upon the receipt of all the premiums due and other charges or late fee if any, as per the terms and conditions of the Policy, upon the Company being satisfied as to the continued insurability of

the Insured on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy

31. **Revival Period** means a period of five (5) consecutive years commencing from the date of the first unpaid Premium.
32. **Rider** means an insurance cover attached to and forming part of the Policy if opted by You and to the extent specified in the Schedule.
33. **Risk Commencement Date** means the date given in the Schedule from which We accept the risk on the life of the Insured.
34. **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.
35. **Simple Reversionary Bonus** means the surplus/profit declared at the end of each financial year by the Company based on the Company's experience to the Participating policies and added to the benefits under the Policy as per terms and conditions as specified in the Policy Document.
36. **Surrender Value** means the amount payable in accordance with Article 2 (Surrender Value) of Part D.
37. **Terminal Bonus** means an additional amount payable along with the Simple Reversionary Bonus when the policy terminates on allotment of Death/Maturity, provided such a Final Additional/Terminal Bonus is declared by the Company and the policy is eligible for such Terminal Bonus.
38. **Total Premiums Paid** means the total of all the premiums received by Us, excluding extra premium, rider premium and applicable taxes, if any.
39. **UIN** means the Unique Identification Number allotted to this plan.
40. **Vested Bonus** means the simple reversionary bonus, if any, which has already been declared and remains attached to the policy.
41. **We, Our or Us** means the Aviva Life Insurance Company India Limited.
42. **You or Your or Policyholder** means the person named in the Schedule who has concluded this Policy with Us.

Policy Interpretation

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

PART C - POLICY BENEFITS

1. Benefit

1.1 Death Benefit

In case Insured dies during the Policy Term, provided all due premiums have been paid till the date of death, highest of the following amounts shall be paid immediately as lump sum.

- a) Death Sum Assured or
- b) 105% of the Total Premiums Paid#

#Total Premiums Paid means total of all the premiums received, excluding any extra premium, any Rider Premium and taxes.

In addition to the above, the Vested Simple Reversionary Bonuses and Terminal Bonus, if any, shall also be paid to the nominee.

Further, the Maturity Sum Assured as specified in schedule shall also be paid to the Claimant on the Maturity Date without any bonuses.

There are two options for choosing the Death Sum Assured under the plan.

1.1.1 Option-A: Under this option, the Death Sum Assured would be 10 times the Annualized Premium and the Maturity Sum Assured would be derived basis an entry age specific multiplier considering the Entry Age, Annualized Premium and Policy Term opted by the Proposer.

1.1.2 Option-B: Under this option, the Death Sum Assured would be same as the Maturity Sum Assured and the Installment Premium payable by the policyholder would be derived by considering the Entry Age, Sum Assured and Policy Term opted by the Proposer.

An option once chosen at inception cannot be changed anytime during the policy term.

1.2 Maturity Benefit

On survival of the Insured till the Maturity Date, provided all due Premiums have been paid, Maturity Sum Assured shall be payable along with Vested Simple Reversionary Bonuses and Terminal Bonus (if any). The Policy shall terminate after payment of the Maturity Sum Assured. The maturity benefit cannot be less than 101% of the Total Premiums paid.

2. Optional Rider Benefit:

Aviva Cancer Cardio Non-Linked Rider (UIN:122B037V02)

In case you have also taken the above Rider, Please Refer Rider Policy Document for Rider Terms and Conditions.

3. Participation in profits:

Provided the Policy is in-force, depending upon the Company's experience, the Policy shall participate in profits, and shall be eligible for Simple Reversionary Bonus at such rate and on such terms as may be declared by the Company. Simple Reversionary/Terminal Bonuses expressed as a percentage of the Maturity Sum Assured would be declared at the end of every financial year. The Simple Reversionary Bonus once declared shall become guaranteed and will remain attached to the policy and shall be paid at the time of death or maturity of the policy. Terminal Bonus, expressed as a percentage of the Maturity Sum Assured, if any, shall also be paid on the termination of the policy contract where the termination is by way of Death/Maturity.

The bonuses shall accrue under the policy if all the due premiums have been paid till the date of accrual. In the event of policy being surrendered, the surrender value of vested bonuses, if any, as applicable on the date of surrender, will be payable as specified in Condition 2 of Part D of this Policy Document.

Final Additional/Terminal Bonus may also be declared under the policy in the year when the policy results into a claim either by death or maturity.

4. Premium Payment Condition

- a) 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 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 Premium shall be paid by You to Us before the expiry of the Grace Period.
- b) You may alter the Premium Frequency under plan option B 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.
- c) The premium payment frequency once chosen at inception cannot be altered during Premium Payment Term under plan option A.

5. Grace Period

- a) If We do not receive the 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 Limited Premium for You to pay the unpaid Limited 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 - STANDARD PRODUCT CLAUSE

1. Lapse of the Policy & Revival of the Policy

- 1.1 If We do not receive the unpaid Premium due in full within the Grace Period, then:
 - i. If the default in payment of Premium occurs during the first 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 within the Revival Period then the Policy shall terminate without any benefit.
- ii. If the default in payment of Premium occurs after the completion of the first Policy Year, provided the policy has completed first policy year and any subsequent due premium is not paid before the expiry of the grace period
- a) The Policy shall automatically become a Paid-up Policy after expiry of the Grace Period with Reduced Paid-up Benefits as follows:

Death Benefit under a Paid-up Policy	Maturity Benefit under a Paid-up Policy
Paid Up Death Sum Assured + Vested Simple Reversionary Bonuses + Terminal Bonuses, if any + Paid-Up Maturity Sum Assured	Paid Up Maturity Sum Assured + Vested Simple Reversionary Bonuses + Terminal Bonuses, if any

Where, Paid Up Death Sum Assured = $T \div N \times$ Death Sum Assured

Paid Up Maturity Sum Assured = $T \div N \times$ Maturity Sum Assured

T: Total number of Premiums paid

N: Total number of Premiums payable during the policy term

- a.1) On the occurrence of the Insured Event during the Policy Term when the Policy is Paid-up, We will pay Paid-up Death Benefit as above.
- a.2) If the Insured Event has not occurred before the Maturity Date and the Policy is Paid-up, then, We shall pay Paid-up Maturity Benefit as above.
- a.3) You may surrender the Policy in accordance with Article 2 below
- b) 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 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:
- You shall pay all the due 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.
 - You shall bear the cost of medical examination, if any
 - 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.
 - 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.
 - On revival of policy, all benefits shall be reinstated to original levels.

2. Surrender Value

- 2.1 A Policy can be surrendered anytime during the Policy Term after completion of first policy year provided one full year premium has been received by Us.
- 2.2 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).

2.3 The Surrender Value shall be calculated as follows:

$$\text{GSV} = \{\text{GSV Factor-1} \times \text{Total Premiums Paid}\} + \{\text{GSV Factor-2} \times \text{Vested Simple Reversionary Bonuses}\}$$

“Total Premiums Paid” means total of all the premiums received, excluding any extra premium, any rider premium and taxes.

GSV Factor-1 shall be applied on the Total Premiums Received. These are in line with Insurance Product Regulations, 2024.

GSV Factor-2 shall be applied on the Vested Bonuses. It is the guaranteed value of the vested bonuses payable on future death/maturity. The basis for its calculation is same that used for SSV scales.

Special Surrender Value (SSV):

Plan Option-A

$$\{(SSV \text{ Factor-1} \times \text{Paid-Up Maturity Sum Assured}) + (SSV \text{ Factor-2} \times \text{Vested Simple Reversionary Bonuses})\}$$

Plan Option-B

$$\{(SSV \text{ Factor-3} \times \text{Paid-Up Maturity Sum Assured}) + (SSV \text{ Factor-2} \times \text{Vested Simple Reversionary Bonuses})\}$$

SSV Factors can be reviewed by the Company from time to time.

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

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

2.5 GSV factors are given in Annexure 5.

3. Loan

Policy Loan is allowed subject to following conditions:

- 1: Loan can be availed after acquiring the surrender value by the policy.
- 2.. Maximum 80% of Surrender Value.
- 3: The Policy shall be assigned absolutely to and held by the Us as security for the repayment of Loan and of the interest thereon.
- 4 The current interest rate on loan is 9.23% p.a compounded yearly. The interest rate on loan shall be calculated as the Average Annualized 10-year benchmark G-Sec Yield (over last 6 months + 2%). The interest rate shall be reviewed annually on 31st March every year and any change in the interest rate shall be effective from 1st April.
- 5.The source of 10-year benchmark G-sec yield shall be RBI Negotiated Dealing System-Order Matching segment (NDS-OM). Any change in the methodology of calculation of interest rate shall be done with prior approval of the Authority.
- 6.Before any Benefits/claim are paid out, loan outstanding together with the interest thereon will be deducted and the balance amount will be payable.
- 7.An in-force or fully Paid-up policy shall not be foreclosed for non-repayment of loan. For other than in-force or fully Paid-up policy, in case the outstanding loan amount including interest exceeds the surrender value, the policy shall be foreclosed after giving intimation and reasonable opportunity to the policyholder to continue the policy subject to terms and conditions of the policy contract.

4. Freelook Period

The Policyholder has the right to review the Policy terms and conditions during the free look period which is 30 days from the date of receipt of the Policy Document. If You disagree to any of the terms or conditions, You have the option to return the Policy during the free look period stating the reasons for Your objections, on which You will be entitled to a refund of premium paid subject only to a deduction of a proportionate risk premium for the

PART E

1. Applicable Charges

Not applicable to the Policy

2. Fund Options

Not applicable to the Policy

3. Fund Name

Not applicable to the Policy

PART F - GENERAL TERMS & CONDITIONS

1. Auto Vesting

Not Applicable

2. Conditions for Payment

2.1 It is a condition precedent to Our liability to make payment that:

2.2 Affirmative proof of death and any appropriate documents as required by Us must be completed and furnished to Us within ninety (90) days from the occurrence of the Insured Event, unless specified otherwise. However, a notification of claim received after ninety (90) days may be accepted, if the Claimant proves to Our satisfaction that there was delay for reasons beyond the control of the Claimant.

2.3 Upon the occurrence of the Insured Event during the Policy Term the Claimant should contact us along with the following documents in order to enable Us establish the fact of, date of, circumstances relating to and cause of the Insured's death and/or Our liability in respect of it, including but not limited to:

i)Original or certified copy of the death certificate issued by the municipal authorities.

ii)Original Policy Document.

iii)Our claim form duly completed, signed by the claimant and attested by the authorities as mentioned in the claim form.

iv)Certified proof of cause of death of the Insured from a Medical Practitioner.

v)Duly certified Copy of cancelled cheque/pass book having details of bank account number, IFSC and name of claimant

vi)Last medical attendant/ Medical Practitioner's report, if applicable.

vii)Employer's questionnaire, if applicable.

viii)Medical records including discharge/death summary related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last Five (5) years.

ix)Identification proof of the Nominee and Appointee (if applicable) issued by a governmental authority.

x)Documentary proof, which establishes the Nominee and Appointee's relationship with the Insured.

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

xii)If the death of the Insured was caused due to un-natural or non- medical reasons, 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.

2.4 **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:

i.Original Policy Document.

- ii. Payout form duly filled in by You and/or the assignee, if any.
 - iii. Your and/or the assignee's (if any) identification proof issued by a governmental authority.
 - iv. Your or the assignee's (if any) address proof.
 - v. Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by You or the assignee (if any).
- 2.5 We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.
- 2.6 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:
- i. The occurrence of the Insured Event or maturity of policy.
 - ii. On the surrender of the Policy in accordance with Article 2 of Part D
 - iii. On the expiry of the Revival Period and the Policy is not revived in accordance with Article 1.1.1(b) of Part D or not converted into a paid-up Policy in accordance with Article 1.1.2(a) of Part D
 - iv. In the event of default in payment of loan interest as specified in article 3 of Part D of this policy document
 - v. On payment of free look cancellation amount.
- 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(b) 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 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 Limited 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 authorized by Us to arrange the completion and submission of the Proposal Form.

13.2 No insurance agent/intermediary is authorized to amend the Policy Document, or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent 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 - GRIEVANCE REDRESSAL

1. Customer Service Assistance

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

- i. call Us at **1800-103-7766 / 1800-180-2266**; or
- ii. email Us at: complaints@avivaindia.com; or
- iii. approach any of Our branch offices; or
- iv. contact Your advisor; or
- v. contact Our customer services group at Our address specified in the Schedule

1.2 For more information, We request You to refer Our Grievance Redressal Policy as available on Our website www.avivaindia.com.

2. Contact Our Grievance Redressal Officer

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:

- i. Head Office Aviva Life Insurance Company India Limited, 401-A, 4th Floor, Block-A, DLF Cyber Park, Sector-20, NH-8, Gurugram, Haryana-122016 or
- ii. call at **0124-2709046**; or
- iii. email at gro@avivaindia.com

3. How to Approach IRDAI Grievance Cell

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 Policyholder Protection & Grievance Redressal Department (PPGR) of the IRDAI on the following contact details:

- i. Call Toll Free Number **155255** (or) **1800-4254-732**;
- ii. Send an e-mail to complaints@irdai.gov.in;
- iii. Register and monitor Your complaint at IRDAI's online portal - Bima Bharosa System- <https://bimabharosa.irdai.gov.in>; or
- iv. 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

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4. How to Approach Insurance Ombudsman

- 4.1 Alternatively, You may approach the Insurance Ombudsman at the address mentioned in the given link https://www.avivaindia.com/sites/default/files/Ombudsman_Address.pdf 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
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) .
- 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:
- the name and address of the complainant;
 - the name of the branch or office of the insurer against whom the complaint is made;
 - the facts giving rise to the complaint and supporting documents;
 - the nature and extent of the loss caused to the complainant; and
 - the relief sought from the Insurance Ombudsman.
- 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;
- either the insurer had rejected the complaint; or
 - the complainant had not received any reply within a period of one month after the insurer received his representation; or
 - the complainant is not satisfied with the reply given to him by the insurer.
- 4.4 The complaint should be made within one (1) year:
- after the order of the insurer rejecting the representation is received; or
 - after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - 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.
- 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.
- 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.
- 4.7 We request You to regularly check Our Website www.avivaindia.com or the IRDAI's website www.irdai.gov.in for updated contact details of the Insurance Ombudsman.

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 26th day of December 2014. The extant provisions in this regard are as follows:

- 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.
- 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.
- Nomination can be made at any time before the maturity of the policy.
- 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.
- Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.

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

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

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 26th day of December 2014. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorize agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof 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
 - i. not bonafide or
 - ii. not in the interest of the policyholder or
 - iii. not in public interest or
 - iv. 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
 - i. where assignment or transfer is subject to terms and conditions of transfer or assignment; or
 - ii. where the transfer or assignment is made upon condition that
 - a) 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
 - b) the insured surviving the term of the policySuch conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - i. 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
 - ii. may institute any proceedings in relation to the policy
 - iii. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected

before commencement of the Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014 shall not be affected by this section.

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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 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
 - i. the date of issuance of policy or
 - ii. the date of commencement of risk or
 - iii. the date of revival of policy or
 - iv. 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
 - i. the date of issuance of policy or
 - ii. the date of commencement of risk or
 - iii. the date of revival of policy or
 - iv. 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:
 - i. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - ii. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - iii. Any other act fitted to deceive; and
 - iv. 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.

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