

**PART A: Aviva Affluence – 122L111V01**

Policy Document

CIN-U66010DL2000PLC107880

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

Mr XYZ ABC  
D-X, Block-XY  
Near XYS  
South Delhi - 110062  
Delhi, India  
Mob. No.-1111111111111111  
Ph. No.- 22222222222222  
Home No.- 333333333333

Policy No.: \_\_\_\_\_ /Client ID: \_\_\_\_\_  
[Bar Code]

Dear Mr XYZ ABC,

A Warm Welcome to Aviva!

Thank you for choosing Aviva for your insurance needs.

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

You can also access a useful handbook on insurance which is available for download on IRDA of India's consumer education website [www.policyholder.gov.in](http://www.policyholder.gov.in).

For details on when your premium is due, please refer to the Policy Document. Timely payment will help ensure you enjoy complete Policy benefits.

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

If you are dissatisfied with your Policy's terms and conditions for any reason, you can cancel the Policy by sending us a letter marked to "Customer Services" at the below mentioned address stating the terms or conditions with which you disagree within 15 days of receiving this Policy and within 30 days of receiving this in case the Policy is solicited through distance marketing. You will also need to return the Policy Document and premium receipt to us.

We will refund an amount equal to non allocated premium plus charges levied by cancellation of Units plus the Fund Value at the date of cancellation, subject only to a deduction of the expenses incurred by us on medical examination, if any, proportionate risk premium for the period on cover and stamp duty charges.

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

Thank you for being a valued customer.  
Yours Sincerely,

Chief Operating Officer  
*Please contact us at the address below::*  
Address: The Customer Service Group  
Aviva Life Insurance Company India Ltd.  
Aviva Tower, Sector Road, Opposite Golf Course,  
DLF Phase V, Gurgaon – 122003 (Haryana)  
Contact: 1800-103-7766/[customerservices@avivaindia.com](mailto:customerservices@avivaindia.com)  
Intermediary Name:  
Intermediary Code:

Intermediary Telephone No.:

**2. Policy Preamble**

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

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

**3. Policy Schedule**



**SCHEDULE**

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

Note: In this Policy, the investment risk in the investment portfolio is borne by the Policyholder.

| <b>1. Policy Details</b>       |                                    |
|--------------------------------|------------------------------------|
| Policy Number :                |                                    |
| Plan Name :                    |                                    |
| UIN:                           |                                    |
| Plan Type :                    | Non-Participating Unit Linked Plan |
| Plan Code:                     |                                    |
| Policy Classification:         |                                    |
| <b>2. Policyholder Details</b> | <b>3. Insured Details</b>          |
| Name :                         | Name :                             |
| Date of birth:                 | Date of birth:                     |
| Age:                           | Age:                               |
| Sex:                           | Sex:                               |
| Identity proof :               | Identity proof :                   |

|                                |                                 |
|--------------------------------|---------------------------------|
| Address:                       | Address:                        |
| Contact Number(s):             | Contact Number(s):              |
| Relationship with the Insured: | Whether Age admitted: (Yes/No): |

**4. Insurance Details**

|   |                         |
|---|-------------------------|
| Sum Assured:  | Rs:                     |
| Accidental Death Sum Assured :                        | Rs.                     |
| Premium Payment Type:                                 | Limited/Regular Premium |
| Limited/Regular Premium:                              | Rs:                     |
| Service Tax Amount* :                                 | Rs:                     |
| Total payable   | Rs:                     |
| Premium Frequency:                                    | Annual                  |
| Annual Premium**:                                     | Rs:                     |
| Annualized Premium **:                                | Rs:                     |
| Policy Commencement Date :                            |                         |
| Risk Commencement Date :                              |                         |
| Policy Term :   |                         |
| Premium Payment Term :                                |                         |
| Due date for payment of last Limited/Regular Premium: |                         |
| Maturity Date:  |                         |
| Accidental Death Cover Commencement Date              |                         |
| Accidental Death Cover Expiry Date                    |                         |

\*\*Service Tax, Swachh Bharat cess and any other applicable taxes will be payable by You at the prevailing rates. Tax laws are subject to change and You will be responsible to pay any new or additional tax/levy or any changed amount of service tax/ Swachh Bharat cess being made applicable/ imposed on the premium by a competent authority.

\*\* Annual/Annualised Premium excludes extra premium and taxes, if any.

| <b>5. Nomination Details (Under section 39 of the Insurance Act 1938 as amended from time to time)</b> |                      |                      |
|--|----------------------|----------------------|
| <b>Nominee(s) 1</b>  | <b>Nominee(s) 2</b>  | <b>Nominee(s) 3</b>  |
| Name:  | Name:                | Name:                |
| Percentage:  | Percentage:          | Percentage:          |
| Address:   | Address:             | Address:             |
| <b>Appointee (in case of minority of the Nominee)</b>  |                      |                      |
| Name:  |                      |                      |
| Address:   |                      |                      |
| <b>Beneficiaries in case of Insurance under the Married Women's Property Act, 1874</b>                 |                      |                      |
| <b>Beneficiary 1</b>   | <b>Beneficiary 2</b> | <b>Beneficiary 3</b> |
| Name:  | Name:                | Name:                |
| Percentage:  | Percentage:          | Percentage:          |
| Address:   | Address:             | Address:             |
| <b>Trustee 1</b>   | <b>Trustee 2</b>     | <b>Trustee 3</b>     |
| Name:  | Name:                | Name:                |
| Address:   | Address:             | Address:             |
| <b>6. Any Special Conditions :</b>   |                      |                      |
| <b>7. Endorsements, if any:</b>  |                      |                      |
| <b>8. Intermediary Details:</b>  |                      |                      |
| Name of the Intermediary:  |                      |                      |
| Intermediary License No.   |                      |                      |
| Intermediary Code:   |                      |                      |

Telephone No.:

Mobile No.:

Email:

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

**Our Address:**

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

Authorised Signatory:

Date:

Place:

SPECIMEN

**PART B: Aviva Affluence**  
Policy Document

**A. Definitions**

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

- 1 Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2 Age means age last birthday as specified in the Schedule.
- 3 Allocation Rate means the rate at which We allocate the Limited/Regular Premium and Top Up Premium, if any, received from You into Units in the unit account, and is as specified in Part E.
- 4 Annual Premium means the amount specified in the Schedule.
- 5 Annualised Premium means the amount specified in the Schedule.
- 6 Appointee means the person named as such in the Schedule and as mentioned in Section 39 of the Insurance Act, 1938, as amended from time to time, to receive the Death Benefit and give a valid discharge to Us on behalf of the Nominee in the event of death of the Insured when the Nominee is less than Age 18.
- 7 Claimant shall mean the Policyholder if he is different from the Insured or the Nominee or assignee, and where there is no assignment or nomination in existence, the legal heirs of the Policyholder as the case may be.
- 8 Complete Withdrawal means the discontinuance of the Policy in accordance with Part D.
- 9 Date of Complete Withdrawal means the date on which We receive Your notice for Complete Withdrawal of the Policy or the expiry of 30 days of Your receiving Our notice, whichever is earlier, under Part D.
- 10 Date of Revival means the date on which the Policy is revived by Us as per Part D.
- 11 Death Benefit means the amount which is payable in accordance with Part C.
- 12 Discontinuance Charge means the charge specified in Part E.
- 13 Discontinuance Period is the period from the due date of first unpaid installment of Limited/Regular Premium till the Date of Revival or termination of the Policy in accordance with Part F.
- 14 Discontinued Policy Fund means Our segregated fund which is constituted by the fund value of all discontinued linked insurance policies.
- 15 Funds means the internal unit linked funds established and managed by Us in accordance with Part E.

- 16 Fund Management Charge means charge specified in Part E.
- 17 Fund Value means the total number of Units pertaining to Limited/Regular Premium and Top Up Premium, if any, held in the unit account multiplied by their respective NAV.
- 18 Grace Period means a period of Thirty (30) days commencing from the date on which the Limited/Regular Premium was due.
- 19 Increased Milestone Booster shall mean the amount that is calculated and payable in accordance with Part C.
- 20 Insured means the person named as the insured in the Schedule, on whose life this Policy is effected.
- 21 Insured Event means the Insured's death during the Policy Term.
- 22 IRDA of India means Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
- 23 Lock-In-Period means the period of five (5) consecutive Policy Years from the Policy Commencement Date.
- 24 Maturity Benefit means the amount payable in accordance with Part C.
- 25 Maturity Booster Additions means the amount that is calculated and payable in accordance with Part C.
- 26 Maturity Date means the date on which the Policy matures as specified in the Schedule.
- 27 Medical Practitioner means a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license. Medical Practitioner shall not include:
- i. Your spouse, father (including step father), mother (including step mother), son (including step son), son's wife, daughter (including step daughter), daughter's husband, brother (including step brother) and Sister (including step sister), or;
  - ii. You or the Insured
- 28 Mortality Charge means charge as specified in Part E.
- 29 Net Asset Value or NAV means the price in accordance with Part E at which We allocate or redeem Units in each of the Funds on that day.
- 30 Nominee means the person named in the Schedule who has been nominated by You in accordance with Section 39 of the Insurance Act, 1938, as amended from time to time.
- 31 Paid Up Policy means a Policy where the Sum Assured is reduced after We have received a notice from You to convert the Policy into a Paid-up Policy as per Part D.

- 32 Paid-up Sum Assured means the amount as calculated in accordance with Part D.
- 33 Policy means the contract of insurance entered into between You and Us as evidenced by this Policy Document
- 34 Policy Administration Charge means the charge as specified in Part E.
- 35 Policy Anniversary means the annual anniversary of the Policy Commencement Date.
- 36 Policy Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
- 37 Policy Document means the arrangements established by this Policy and includes, the Proposal Form, the Schedule and any additional(s) statements or documents provided to Us by You in relation to the Proposal Form and any endorsements issued by Us.
- 38 Policy Term means the period in years between the Policy Commencement Date and the Maturity Date.
- 39 Policy Year means a period of twelve (12) months commencing from the Policy Commencement Date or any Policy Anniversary.
- 40 Premium Payment Term means the period specified in the Schedule, during which Limited/Regular Premium is payable.
- 41 Proceeds of the Discontinued Policy Fund means the Fund Value as on the Date of Complete Withdrawal.
- 42 Proposal Form means the completed and dated proposal form submitted by the proposer to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Policy.
- 43 Limited/Regular Premium means the amount of the installment premium as specified in the Schedule payable by You during the Premium Payment Term, in the manner and at the intervals (premium frequency) as specified in the Schedule.
- 44 Revival Period means a period of two (2) years commencing from the date of the expiry of the notice period as per Part D.
- 45 Schedule means the schedule (including any annexures/unit statements/tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
- 46 Sum Assured means the amount specified in the Schedule.
- 47 Surrender Value means the amount payable, if any, on the surrender of the Policy in accordance with Part D.
- 48 Survival Benefit means the amount, if any, payable in accordance with Part C.
- 49 Top Up Premium means payments (apart from Limited/ Regular Premium) received from You in the form of a single payment.



- 50 Top Up Sum Assured means 1.25 times of all the Top Up Premium deposited by You from time to time.
- 51 Unit means a notional and proportionate part of the unit account created by the allocation of the Limited/Regular Premium and the Top Up Premium, if any, and created solely for the purpose of determining the benefits under this Policy.
- 52 Valuation Date shall have the meaning ascribed to it in Part D.
- 53 We, Our and Us means Aviva Life Insurance Company India Limited.
- 54 You or Your means the Policyholder named in the Schedule who has concluded this policy with Us.

**B. Policy Interpretation**

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

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**PART C: Aviva Affluence**  
Policy Document

**1. Maturity Benefit**

1.1 On maturity of the Policy the Claimant who is the Policyholder/assignee(if the Policy has been assigned) shall receive the following benefits:

- 1.1.1 The Fund Value pertaining to Limited/Regular Premium and Top-up Premium, if any, as on Maturity Date;
- 1.1.2 The Maturity Booster Additions, as specified in clause 5 below;

1.2 The Policy shall terminate on the Maturity Date.

**2. Death Benefit:**

2.1 Upon the occurrence of the Insured Event and provided that all due Limited/Regular premiums have been received by Us, the Claimant shall receive the highest of the following amounts as Death Sum Assured:

- 2.1.1.1 the Sum Assured or the Fund Value of Limited/Regular Premiums received as on the occurrence of the Insured Event or 105% of the total Limited/Regular Premiums received; and
- 2.1.1.2 the Top- Up Sum Assured or the Fund Value of Top-Up Premiums received as on the occurrence of the Insured Event or 105% of the total Top-Up Premiums received.

2.2 We will deduct from the Sum Assured:

- 2.2.1 All Partial Withdrawals/systematic partial withdrawals made within the last 2 years prior to the date of the Insured Event if the Age of the Insured at the time of the Insured Event is less than 60;
- 2.2.2 All Partial Withdrawals/systematic partial withdrawals made after the Insured attained the Age of 58 if the Age of the Insured at the time of the Insured Event is greater than or equal to 60.

2.3 The Policy shall terminate on the occurrence of the Insured Event.

2.4 Any charges recovered under Part E subsequent to the date of Insured Event shall also be payable by Us to You.

**3. Accident Death Benefit**

If the Insured Event occurs solely and directly due to an Accident which occurs after the Accidental Death Cover Commencement Date specified in the Schedule and before the Accidental Death Cover Expiry Date specified in the Schedule, then in addition to any amounts payable under the Death Benefit, We will pay the Accidental Death Sum Assured specified in the Schedule, provided that the Insured Event is not caused or aggravated directly or indirectly by:

- 3.1 consumption of alcohol;
- 3.2 drug abuse including drug taking other than prescribed by a Medical Practitioner;
- 3.3 any crime committed by the Insured;
- 3.4 willful self inflicted injury, suicide or attempted suicide;
- 3.5 failure to seek and follow medical treatment and advice from a registered and qualified Medical Practitioner;
- 3.6 aviation other than as a passenger, cabin crew and pilot in a commercially licensed passenger aircraft;
- 3.7 engaging in racing of any kind other than athletics or swimming;
- 3.8 any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or willful participation in acts of violence;
- 3.9 radioactive contamination due to a nuclear accident;
- 3.10 participation in sports or pastimes of a hazardous nature including parachuting, potholing, mountaineering and hot air ballooning;

#### 4. Maturity Booster Additions

- 4.1 The following Maturity Booster Additions pertaining to Limited/Regular Premiums will be payable on the Maturity Date provided that the Maturity Benefit is payable in accordance with Part C:

| Premium Payment Term | Maturity Booster Addition as a % of Fund Value pertaining to Limited/Regular Premium |
|----------------------|--|
| 5                    | 0.60%  |
| 7                    | 0.65%  |
| 10                   | 0.70%  |
| 15                   | 0.75%  |
| 16 -30               | 0.80%  |

- 4.2 The Maturity Booster Addition is guaranteed and shall not be altered during the Policy Term. No Maturity Booster Additions will be payable on the value of Units pertaining to Top Up Premium, if any.

#### 5. Increased Milestone Boosters

- 5.1 We shall allocate the Increased Milestone Boosters on various Policy Anniversary(ies) as per the following table:

| On Policy Anniversary | Increased Milestone Boosters (% age of Fund value pertaining to Limited/Regular Premium) |
|-----------------------|--|
|                       |  |

|                  |       |
|------------------|-------|
| 10 <sup>th</sup> | 0.50% |
| 15 <sup>th</sup> | 0.55% |
| 20 <sup>th</sup> | 0.60% |
| 25 <sup>th</sup> | 0.65% |

5.2 The addition of the Increased Milestone Boosters to the Fund Value is subject to the following conditions:

- 5.2.1 The Insured must be alive till the date of allocation of the Increased Milestone Boosters.
- 5.2.2 We should have received all due Limited/Regular Premiums till the allocation of the Increased Milestone Boosters.
- 5.2.3 The Increased Milestone Boosters is available only for Units pertaining to Limited/Regular Premium. No Increased Milestone Boosters is available for Units pertaining to Top-up Premium.
- 5.2.4 The Increased Milestone Boosters shall be allocated on the Policy Anniversary i.e. at the beginning of the Policy Year on the Fund Value pertaining to Limited/Regular Premiums at the end of the preceding Policy Year.
- 5.2.5 The Increased Milestone Boosters are not applicable for Policy Anniversary coinciding with the Maturity Date of this Policy.

5.3 The Increased Milestone Boosters percentages given in table under clause 5.1 are guaranteed and shall not be altered.

## 6. Grace Period

If We do not receive the Limited/Regular Premium in full on the due date then, We shall allow a Grace Period of thirty (30) days for you to pay the unpaid Limited/Regular Premium to Us. If the Insured Event occurs during this Grace Period, we will pay the Death Benefit.

**PART D: Aviva Affluence**  
Policy Document

**1. Free Look:**

You have the right to review the terms and conditions of this Policy, within the free look period which is 15 days from the date of receipt of the Policy Document and within 30 days of receiving this in case the Policy is solicited through distance marketing. If You disagree to any of the terms or conditions, You have the option to return the Policy stating the reasons for Your objection.

If You cancel the Policy during the free look period, We will refund an amount equal to the non-allocated Limited/Regular Premium plus charges levied by cancellation of Units plus the Fund Value at the date of cancellation, subject only to a deduction of the expenses incurred by Us on medical examination, if any, proportionate risk premium for the period on cover and stamp duty charges.

**2. Operation of Funds:**

2.1 Unit Allocation

2.1.1 Units will be redeemed or created at their NAV on the date of redemption or creation of those Units.

2.1.2 Subject to the regulations of the IRDA of India, receipt of premium or valid requests for unit switching or benefit payments (excluding outstation cheques or demand drafts) received at Our address specified in the Schedule or at any of Our branch offices:

2.1.2.1 at or before 3:00 p.m. on a particular day will be processed at the closing NAV on that day; and

2.1.2.2 after 3:00 p.m. on a particular day will be processed at the closing NAV on the next business day,

unless in either case the payment comprises outstation cheques or demand drafts, in which case the payment will be processed at the closing NAV on the day of realisation.

2.1.3 Any Limited/Regular Premium received by Us in advance of the premium due date shall be invested in the Funds only on the due date and no interest will be payable in this regard.

2.2 Valuation of Funds, NAV & Charges

2.2.1 We will deduct the Policy charges specified under Part E, as may be applicable, from the unit account.

2.2.2 The NAV of the Units of each Fund shall be determined daily as per the regulations/guidelines issued by the IRDA of India (the "**Valuation Date**"). As per the

current regulations/guidelines issued by the IRDA of India, We will determine the NAV of each Fund daily as per the following formula:

$$\frac{\text{Market value of investment held by the Fund} + \text{Value of Current assets} - \text{Value of Current Liabilities and Provisions, if any}}{\text{Number of Units existing on Valuation Date (before creation/redemption of Units)}}$$

Number of Units existing on Valuation Date (before creation/redemption of Units)

The NAV of a Fund will be rounded by not less than three (3) decimal places.

- 2.2.3 We will make all decisions about the selection and valuation of the assets to which a Fund is referenced.

### 3. Fund Options

#### 3.1 Switches

- 3.1.1 You may switch Units between available Funds at any time by informing Us in writing of the switch proposed to be made. At Your request for a switch from one Fund to another, We will cancel Units of equal amount from the Fund from which the Units are to be switched at the NAV of that Fund and the amount will be used to create Units in the Fund in which the amount is to be switched at the NAV of that Fund.
- 3.1.2 The first twelve (12) switches in a Policy Year shall be free of any Switching Charge specified in Part E. Subsequent switches will attract the Switching Charge specified in Part E. Un-availed free switches in a Policy Year shall not be carried forward to any subsequent Policy Year.
- 3.1.3 The Unit Switches shall be allowed only in those Funds which are available for investment under the Policy.
- 3.1.4 The Unit Switch shall be effected at the NAV as per the conditions provided in above-mentioned Article 2.1.

#### 3.2 Premium Redirection

Limited/Regular Premiums received under the Policy are allocated to the Funds specified in the Schedule and in the proportion specified in the Schedule. You may request a premium redirection by changing the allocation proportion (proportion applicable for allocation of future Limited/Regular Premiums to various funds) under the Policy in any Policy Year by informing Us in writing of the changes You wish to make. The changed allocation proportion will only apply to Limited/Regular Premiums received after We are satisfied that the proposed change is in line with Our rules applicable at that time.

#### 3.3 Partial Withdrawal

- 3.3.1 After the expiry of the Lock-in-Period and provided that the Insured has attained Age 18, You may make up to 4 partial withdrawals in a Policy Year by giving Us a written request including details of the partial withdrawal requested. The minimum amount of a partial withdrawal is Rs. 5,000. Un-availed partial withdrawals in a Policy Year shall not be carried forward to the next Policy Year.

- 3.3.2 The proposed partial withdrawal will first be met from the cancellation of Units pertaining to Top Up Premium (if any) that have been in existence for at least 5 years.
- 3.3.3 If no Units pertaining to Top Up Premium are available or if available, their value is less than the proposed amount of the partial withdrawal, then any shortfall between the amount of the proposed partial withdrawal and the sum realised from the cancellation of Units pertaining to Top Up Premium may be met by cancelling Units pertaining to Limited/Regular Premium. Any partial withdrawal from Units pertaining to Limited/Regular Premium shall only be allowed to the extent that the value of the Units pertaining to Limited/Regular Premium, after the proposed partial withdrawal, does not fall below an amount equivalent to the Limited/Regular Premium for two (2) Policy Years.
- 3.3.4 Partial withdrawals which would result in termination of the Policy shall not be allowed.

#### 3.4 Systematic Partial Withdrawal

- 3.4.1 After the commencement of the sixth (6th) Policy Year and before the commencement of the last three (3) Policy Years prior to the Maturity Date, You may opt for the systematic partial withdrawal option.
- 3.4.2 Under this option, a fixed percentage of Fund Value pertaining to Limited/Regular Premium at the time of start of Systematic Partial Withdrawal shall be payable to You as structured payouts out of Your Unit account subject to following conditions:
- 3.4.2.1 The minimum Fund Value at the time of start of Systematic Partial Withdrawal should at least be Rs. 5,00,000.
  - 3.4.2.2 The payout term should be any whole number from 3 to outstanding Policy Term.
  - 3.4.2.3 During the payout term, all investment risks shall continue to be borne by You.
  - 3.4.2.4 Payout frequency available are yearly, half-yearly, quarterly and monthly.
  - 3.4.2.5 You may choose to receive the payouts either through direct credit/ ECS/ cheque, provided that payment through cheque is available only for yearly and half yearly payout frequency.
  - 3.4.2.6 All the payments shall be made in arrears.
  - 3.4.2.7 If at any time, during the payout term, the Fund Value pertaining to Limited/Regular Premium falls below 2 times the first Policy Year Annualized Premium, then the systematic partial withdrawal will be discontinued immediately and automatically.
- 3.4.3 In order to exercise this option, You will have to send us a written request at least fifteen (15) days prior to the month from which You intend to start the systematic partial withdrawal option specifying the payout term (a whole number greater than or equal to three (3) years and less than the number of the Policy Years in the remainder of the Policy Term), payout amount and payout frequency. The payout amount may be any amount between twenty five hundredths percent (0.25%) to one

percent (1%) of the value of Units pertaining to Limited/Regular Premium per month multiplied by the payout frequency opted by You subject to a minimum of Rupees Fifteen Thousand (Rs. 15,000) per annum.

- 3.4.4 This option shall be effective from the date that We have issued an endorsement to the Schedule specifying the payout term, payout frequency, mode and payout amount for the systematic partial withdrawal option.
- 3.4.5 You may discontinue or recommence this option at any time during the Policy Term, subject to the provisions above.

### 3.5 Top Up

- 3.5.1 Payment of Top-Up Premium under the Policy shall be allowed during the Policy Term subject to the following:
  - 3.5.1.1 All the due installments of Limited/Regular Premium till the date of the payment of the Top Up Premium have been received in full.
  - 3.5.1.2 The minimum amount that can be paid as a single payment of Top Up Premium is Rs.5,000.
  - 3.5.1.3 At any point of time during the Policy Term, the total Top Up Premium received by Us shall not exceed the sum of the Limited/Regular Premiums paid by You till that point of time.
  - 3.5.1.4 No Top up Premium shall be accepted in the last 5 Policy Years of the Policy Term.
  - 3.5.1.5 Every Top Up Premium is subject to a Lock-in-Period of 5 years from the date of payment of each Top Up Premium. During this Lock-in-Period no partial withdrawals are allowed from Units pertaining to Top Up Premium. However, payment with respect to Units pertaining to Top Up Premium will be made only in case the Policy is terminated due to
    - a. Complete Withdrawal after the Lock-in- Period; or
    - b. Occurrence of Insured Event;
- 3.5.2 You may specify different proportion of Funds into which the Top Up Premium should be invested. If You do not specify the allocation proportion at the time of making the Top Up Premium, the allocation proportion for Top Up Premium will be the same as applicable for Limited/Regular Premium.

### 3.6 Non-Negative Claw-back Additions

We may add non zero and non negative additions to the Fund Value, as applicable, at various durations of time after the Lock-in-Period, in order to comply with the reduction in yield requirement as per the Regulation 37 of the IRDA (Linked Insurance Products) Regulations 2013 or any other Regulations/IRDA of India Guidelines as applicable to Us from time to time.



### 3.7 Loan

No loans are available under this Policy.

## 4. **Payment of Limited/Regular Premium, Grace Period and Discontinuance of Policy**

4.1 Limited/Regular Premium shall be paid by You to Us on every Policy Anniversary. 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. We will not accept any part payment of the Limited/Regular Premium due.

4.2 If We do not receive the Limited/Regular Premium in full on due date then, We shall allow a Grace Period for You to pay the unpaid Limited/Regular Premium to Us. If the Insured Event occurs during this Grace Period or in any Notice Period as specified in Part D then We shall pay the benefits as per Part C.

## 5. **Discontinuance, Surrender and Revival**

### 5.1 Policy Discontinuance within the Lock-in-Period

5.1.1 If We do not receive the Limited/Regular Premium in full before the expiry of the Grace Period and such default takes place within the Lock-in-Period, We will issue a notice to You within 15 days from the expiry of the Grace Period requesting You to specify within 30 days from the receipt of the notice ("**Notice Period**") the option which You wish to exercise:

5.1.1.1 Revive the Policy within the Revival Period; or

5.1.1.2 Complete Withdrawal from the Policy without any risk cover.

5.1.2 During the Notice Period, risk cover under the Policy shall continue and all applicable charges shall continue to be deducted unless Complete Withdrawal from the Policy without any risk cover has been chosen by You during the Notice Period. If You fail to notify Us in writing of Your chosen option within the Notice Period, it will be deemed that You have chosen Complete Withdrawal from the Policy without any risk cover.

5.1.3 If You choose Complete Withdrawal from the Policy without any risk cover or it is deemed that You have chosen for Complete Withdrawal from the Policy without any risk cover then, the Fund Value, after deduction of Discontinuance Charges specified in Part E, will be credited to the Discontinued Policy Fund and will be paid by Us upon expiry of the Lock-in-Period.

5.1.4 If one of the following is applicable, then on the expiry of the Notice Period, We will credit the Fund Value, into the Discontinued Policy Fund after deducting applicable Discontinuance Charges specified in Part E. The risk cover under the Policy will automatically cease and no further charges will be levied by Us other than the applicable Discontinued Policy Fund Management Charge specified in Part E:

- 5.1.4.1 You have opted to revive the Policy within the Revival Period;
- 5.1.4.2 You have opted for Complete Withdrawal from the Policy without any risk cover or it is deemed that You have chosen Complete Withdrawal from the Policy without any risk cover on the expiry of the Notice Period.
- 5.1.5 On the expiry of the Lock-in-Period, We will pay the value of Units in the Discontinued Policy Fund unless You have exercised the option to revive the Policy within the Revival Period.
- 5.1.6 A Policy which becomes discontinued may be revived during the Revival Period by notifying Us in writing to revive the Policy, subject to the following:
  - 5.1.6.1 You provide us at Your expense, satisfactory evidence of insurability of the Insured in accordance with Our board approved underwriting policy. Extra premium in accordance with Our board approved underwriting policy may be imposed by Us for the continuance of the Policy. We further may obtain additional information before reinstating the Policy and also reserve the right to decline reinstatement of the Policy or impose additional Mortality Charges;
  - 5.1.6.2 We receive all the due and unpaid Limited/Regular Premium(s) in full.
  - 5.1.6.3 The Policy's revival will result in restoration of the risk cover along with the investments made in the Funds as chosen by You, out of the Discontinued Policy Fund less the Policy Administration Charge and Premium Allocation Charge specified in Part E for the due Limited/Regular Premium. Discontinuance Charges specified in Part E deducted at the time of discontinuance of the Policy shall be added back to the Funds.
- 5.1.7 In case upon the expiry of the Lock-in-Period, the Revival Period is not complete then We will send a notice within 15 days from the expiry of the Lock-in-Period to You of the following options which You may exercise:
  - 5.1.7.1 Revive the Policy within the Revival Period; or
  - 5.1.7.2 Complete Withdrawal from the Policy without any risk cover; or
- 5.1.8 If none of the foregoing options is exercised by You within 30 days from the receipt of Our notice, the Policy will be treated as if You chose Complete Withdrawal from the Policy without any risk cover and We will pay the Fund Value immediately without deduction of the Discontinuance Charges specified in Part E.
- 5.1.9 During the period up to the expiry of the Revival Period or the earlier exercise of any of the above options, the Policy will continue to be discontinued with no risk cover and We will not levy any charges other than the Discontinued Policy Fund Management

Charge specified in Part E. Upon the Insured's Event during the time the Policy is discontinued, We will pay the Fund Value on the date of the Insured Event and Discontinuance Charges specified in Part E deducted shall be returned to the Fund Value if You have not opted for Complete Withdrawal from the Policy without any risk cover. Unless provided for otherwise, You shall not be entitled to exercise any of the policy options specified in Part D during the period of discontinuance of the Policy.

- 5.1.10 Proceeds of the Discontinued Policy Fund will consist of the Fund Value transferred to the Discontinued Policy Fund under the Policy, accumulated at the minimum guaranteed interest rate as declared by the IRDA of India from time to time. The minimum guaranteed rate of interest applicable to the Discontinued Policy Fund at the time of policy commencement is 4% per annum.

## 5.2 Policy Discontinuance after the Lock-in-Period

- 5.2.1 If the Limited/Regular Premium is not received in full by Us before the expiry of the Grace Period and such default occurs after the Lock-in-Period, We will send a notice to You within 15 days from the expiry of the Grace Period requesting You to specify within 30 days from the date of receipt of Our notice ("Notice Period") which of the following options may be exercised by You:

- 5.2.1.1 Revive the Policy within the Revival Period; or
- 5.2.1.2 Complete Withdrawal from the Policy without any risk cover; or
- 5.2.1.3 Convert the Policy into a Paid Up Policy.

- 5.2.2 Until the expiry of the Notice Period, the risk cover under the Policy will continue and applicable charges will continue to be deducted unless Complete Withdrawal from the Policy without any risk cover has been chosen by You before the expiry of the Notice Period. If You do not provide Us with a written notice of the option You wish to chose within the Notice Period, it will be deemed that You have chosen Complete Withdrawal from the Policy without any risk cover.

- 5.2.3 If You have chosen Complete Withdrawal from the Policy without any risk cover or it is deemed that You have opted for Complete Withdrawal from the Policy without any risk cover then We will pay the Fund Value immediately without deduction of the Discontinuance Charges specified in Part E.

- 5.2.4 If You chose conversion of the Policy into a Paid Up Policy, no Limited/Regular Premiums will be required to be paid under the Policy till the end of the Policy Term and all applicable charges will continue to be levied by Us. A Paid Up Policy may be revived during the Revival Period. If the Paid Up Policy is not revived during the Revival Period, the Policy will continue to be a Paid Up Policy during the remaining Policy Term.

If this Policy is converted as a Paid-Up Policy then upon the occurrence of the Insured Event, We shall pay the Claimant the highest of the following:

5.2.4.1 Paid-Up Sum Assured which is calculated as follows:

*Paid-Up Sum Assured = Sum Assured x Number of Limited/Regular Premiums Received / Total Number of Limited/Regular Premiums Payable under the Policy;*

5.2.4.2 Fund value;

5.2.4.3 105% of the total Limited/Regular Premiums received.

5.2.5 If You have chosen in writing to revive the Policy within the Revival Period, then You may revive the Policy at any time during the Revival Period by giving Us written notice, provided that:

5.2.5.1 You provide us at Your expense, satisfactory evidence of insurability of the Insured in accordance with Our board approved underwriting policy. Extra premium in accordance with Our board approved underwriting policy may be imposed by Us for the continuance of the Policy. We further may obtain additional information before reinstating the Policy and also reserve the right to decline reinstatement of the Policy or impose additional Mortality Charges;

5.2.5.2 We receive the due Limited/Regular Premium in full.

5.2.6 If You have chosen in writing the option to revive the Policy within the Revival Period, then:

5.2.6.1 You may also choose Complete Withdrawal from the Policy by notifying Us in writing and We will immediately pay the Fund Value without deducting Discontinuance Charges specified in Part E.

5.2.6.2 You may also choose the conversion of the Policy into a Paid Up Policy by notifying Us in writing. If You chose conversion, no Limited/Regular Premiums will be required to be paid under the Policy till the end of the Policy Term and all applicable charges will continue to be levied by Us.

5.2.6.3 If Policy is not revived during the Revival Period, then upon the expiry of the Revival Period it will be deemed that You have exercised the option of Complete Withdrawal from the Policy and the We will immediately pay the Fund Value without deducting any Discontinuance Charges specified in Part E.

5.2.7 Unless provided for otherwise, You shall not be entitled to exercise any of the Policy options specified in Part D during the period of discontinuance of the Policy.

### 5.3 Complete Withdrawal/ Surrender of the Policy

5.3.1 You may surrender the Policy any time during the Policy Term below by notifying Us in writing and the surrender of the Policy shall be governed by the following provisions:

5.3.1.1 In case the Lock-in-Period has not expired, We will credit the Fund Value after deducting Discontinuance Charges specified in Part E to the Discontinued Policy Fund which will be paid by Us only on the expiry of the Lock-in-Period.

5.3.2 Proceeds of the Discontinued Policy Fund will consist of the Fund Value transferred to the Discontinued Policy Fund under the Policy, accumulated at the minimum guaranteed interest rate as declared by the IRDA of India from time to time. The minimum guaranteed rate of interest applicable to the Discontinued Policy Fund at the time of policy commencement is 4% per annum.

5.3.3 In case the Lock-in-Period has expired, We will pay the Fund Value as Surrender Value immediately without deducting any Discontinuance Charges under Part E. On payment the Policy shall terminate immediately and automatically.

## 6. Systematic Transfer Plan (STP)

6.1. If the mode for payment of Limited/Regular Premium is yearly then STP facilitates the switching of Units from the Protector Fund-II to the Enhancer Fund-II during the Policy Term except during the last two (2) Policy Years. During the last two (2) Policy Years the Units in the Enhancer Fund-II shall be switched back to the Protector Fund-II in accordance with the provisions below:

6.1.1. Subject to Our applicable rules for STP, You may at any time before the commencement of the last three (3) Policy Years of the Policy Term (i.e. the last thirty six (36) months of the Policy Term) opt for STP, by giving Us a written notice at least thirty (30) days prior to the Policy Anniversary from which this option is proposed to be effected.

6.1.2. Under this option, You may chose between a monthly or a weekly STP and on each monthly/weekly anniversary of the Policy Anniversary from which STP commenced, Units from the Protector Fund-II shall be switched automatically into the Enhancer Fund-II during the full Policy Year in the following manner:

6.1.3. If You have opted for a monthly STP, then:

| Duration completed from the last Policy Anniversary | Units to be switched from the Protector Fund-II to the Enhancer Fund-II |
|---|---|
| Month 1   | 1/12 <sup>th</sup> of the Units available at the end of Month 1         |
| Month 2   | 1/11 <sup>th</sup> of the Units available at the end of Month 2         |
| .....   | .....   |

|          |  |
|----------|--|
| Month 6  | 1/7 <sup>th</sup> of the Units available at the end of Month 6 |
| .....    | .....  |
| Month 11 | 1/2 of the Units available at the end of Month 11              |
| Month 12 | Balance Units available at the end of Month 12                 |

6.1.4.If You have opted for a weekly STP, then:

| <b>Duration completed from the last Policy Anniversary</b> | <b>Units to be switched from the Protector Fund-II to the Enhancer Fund-II</b> |
|--|--|
| Week 1   | 1/52 <sup>nd</sup> of the Units available at the end of Week 1                 |
| Week 2   | 1/51 <sup>st</sup> of the Units available at the end of Week 2                 |
| .....  | .....  |
| Week 26  | 1/27 <sup>th</sup> of the Units available at the end of Week 26                |
| .....  | .....  |
| Week 51  | 1/2 of the Units available at the end of Week 51                               |
| Week 52  | Balance Units available at the end of Week 52                                  |

6.1.5. Notwithstanding the provisions of Article 6.1.2, if the STP is in force, then, during the last two (2) Policy Years of the Policy Term (i.e. the last twenty four (24) months of the Policy Term), the following proportion of the Units in the Enhancer Fund-II shall be switched automatically from the Enhancer Fund-II into the Protector Fund-II on a monthly basis irrespective of whether a monthly or weekly STP has been chosen:

| <b>Duration completed from the last Policy Anniversary</b> | <b>Units to be switched from the Enhancer Fund-II to the Protector Fund-II</b>                             |
|--|--|
| Month 1  | 1/24 <sup>th</sup> of the Units available at the start of 24 <sup>th</sup> month before the Maturity Date. |
| Month 2  | 1/23 <sup>th</sup> of the Units available at the start of 23 <sup>th</sup> month before the Maturity Date. |
| .....  | .....  |
| Month 12   | 1/13 <sup>th</sup> of the Units available at the start of 12 <sup>th</sup> month before the Maturity Date. |
| .....  | .....  |
| Month 23   | 1/2 of the Units available at the start of 2 <sup>nd</sup> month before the Maturity Date.                 |
| Month 24   | Balance Units available at the start of last month before the Maturity Date.                               |

6.2. All the 12/52 automatic switches in a Policy Year will be free of cost.

- 6.3. You may discontinue the STP by giving Us a written notice at least thirty (30) days prior to any Policy Anniversary from which You wish to discontinue STP.
- 6.4. You may at any time resume the STP by giving Us a written notice of atleast thirty (30) days prior to the Policy Anniversary from which You wish to recommence the STP.
- 6.5. All the switches carried out under the STP Plan will be free of cost and the conditions applicable for normal switches shall not be applicable to these switches.
- 6.6. No other switches into or from the Protector Fund-II shall be allowed while the STP is applicable. No other switches into or from the Enhancer Fund-II will be allowed in the last two (2) Policy Years of the Policy Term, if the STP is applicable.
- 6.7. If the Fund Value is transferred to the Discontinued Policy Fund while the STP option is in force under the Policy, the STP option will be immediately and automatically cancelled. You may opt to re-commence the STP option after the Policy has been validly revived.

## **7. Vesting of Policy**

- 7.1. If the Insured is less than Age 18 on the Policy Commencement Date then, immediately and automatically upon the Insured attaining Age 18:
  - 7.1.1. The Policy shall vest in the Insured;
  - 7.1.2. The Insured shall solely become entitled to exercise any and all rights of the Policyholder in relation to the Policy; and
  - 7.1.3. The Insured shall solely become obliged to accept and discharge any and all obligations of the Policyholder under this Policy.
- 7.2. If You die when the Insured is less than Age 18, the Policy shall, on the submission of the necessary application and supporting documents as required by Us, vest in the surviving parent/legal guardian of the Insured.
- 7.3. The risk under the Policy on the life of the Insured shall commence immediately on the Policy Commencement Date even if the Insured is less than Age 18 on the Policy Commencement Date.

**PART E: Aviva Affluence**

Policy Document

**1. Applicable Charges**

The charges which shall be levied under the Policy from time to time are provided in the table below.

| Name and Nature of Charge   | Rates Applicable   |   |  | Maximum charge limit                        |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
|---|--|---|--|---|-----------------|----------------------------------|-------------------------|-----------------|-------------------------|--|---|--------------------------|----|--|--|---|
| <p>1) Premium Allocation Charge:</p> <p>This is a percentage of the premium appropriated towards charges from the premium received. This is a charge levied at the time of receipt of premium.</p>  | <table border="1"> <thead> <tr> <th>Policy Year</th> <th>Premium Allocation Charge on Limited/Regular Premium</th> <th>Premium Allocation Charge on Top-up Premium</th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup></td> <td>9%</td> <td rowspan="4">2%</td> </tr> <tr> <td>2<sup>nd</sup></td> <td>7%</td> </tr> <tr> <td>3<sup>rd</sup> -10<sup>th</sup></td> <td>6%</td> </tr> <tr> <td>11<sup>th</sup> Onwards</td> <td>2%</td> </tr> </tbody> </table> | Policy Year                                 | Premium Allocation Charge on Limited/Regular Premium | Premium Allocation Charge on Top-up Premium | 1 <sup>st</sup> | 9%                               | 2%                      | 2 <sup>nd</sup> | 7%                      | 3 <sup>rd</sup> -10 <sup>th</sup>  | 6%  | 11 <sup>th</sup> Onwards | 2% |  |  | <p>This charge is guaranteed not to change during the Policy Term</p> |
| Policy Year   | Premium Allocation Charge on Limited/Regular Premium   | Premium Allocation Charge on Top-up Premium |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
| 1 <sup>st</sup>   | 9%   | 2%  |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
| 2 <sup>nd</sup>   | 7%   |   |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
| 3 <sup>rd</sup> -10 <sup>th</sup>   | 6%   |   |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
| 11 <sup>th</sup> Onwards  | 2%   |   |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
| <p>2) Policy Administration Charge:</p> <p>This is a charge levied at the beginning of each policy month from the unit account by cancelling Units for equivalent amount.</p> <p>Policy Administration Charge is applicable throughout the Policy Term.</p> | <table border="1"> <thead> <tr> <th>Policy Year</th> <th>Policy Administration Charge (per month)</th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup></td> <td>Nil</td> </tr> <tr> <td>2<sup>nd</sup> -5<sup>th</sup></td> <td>0.02% of Annual Premium</td> </tr> <tr> <td>6<sup>th</sup></td> <td>0.20% of Annual Premium</td> </tr> </tbody> </table>  | Policy Year                                 | Policy Administration Charge (per month)             | 1 <sup>st</sup>                             | Nil             | 2 <sup>nd</sup> -5 <sup>th</sup> | 0.02% of Annual Premium | 6 <sup>th</sup> | 0.20% of Annual Premium | <p>Policy Administration Charges of 0.20% of Annual Premium shall be increased by 2.50% per annum on each policy anniversary from 7th Policy Year onwards.</p> <p>The maximum amount of Policy Administration Charges is limited to Rs. 400 per month.</p> | <p>This charge is guaranteed not to change during the Policy Term</p> |                          |    |  |  |   |
| Policy Year   | Policy Administration Charge (per month)   |   |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
| 1 <sup>st</sup>   | Nil  |   |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
| 2 <sup>nd</sup> -5 <sup>th</sup>  | 0.02% of Annual Premium  |   |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |
| 6 <sup>th</sup>   | 0.20% of Annual Premium  |   |  |   |                 |                                  |                         |                 |                         |  |   |                          |    |  |  |   |



|  |   |  |
|--|---|--|
| <p>3) Mortality Charge:</p> <p>This is the cost of life insurance cover under the Policy. This is levied at the beginning of each policy month from the unit account by cancelling Units of the equivalent amount.</p> | <p>As per the Table enclosed.</p> <p>The Mortality Charge will apply on sum at risk :</p> <p>The sum at risk will be equal to</p> <ol style="list-style-type: none"> <li>Higher of Sum Assured or 105% of Limited/Regular premium paid minus fund value pertaining to Limited/ Regular premium plus</li> <li>Higher of Top-up Sum Assured or 105% of Top-Up Premiums paid minus fund value pertaining to Top-up Premium</li> </ol> <p>Sum at risk is always greater than or equal to zero. If the Insured's age is less than 60 years then Sum Assured will get reduced by all the partial /systematic partial withdrawal(s) made within last two policy years or if the Insured's age is greater than or equal to 60 years then Sum assured will get reduced by all the partial /systematic partial withdrawal(s) made after the life insured has attained age 58 years.</p> <p>Rs.0.60 per 1,000 Accidental Death Sum Assured per annum for in-built Accidental Death Benefit( if applicable)</p> | <p>This charge is guaranteed not to change during the Policy Term</p>  |
| <p>4) Fund Management Charge</p> <p>This is a charge levied at the time of computation of NAV and shall be appropriated by adjusting the NAV.</p>  | <p>Fund Management Charge (FMC) of 1.35% of the value of assets underlying the Fund per annum will be applied on the below given Funds while calculating respective NAVs on a daily basis.</p> <p><b>Discontinued Policy Fund Management Charge:</b> 0.50% of the value of assets underlying the Fund per annum or as per the guidelines issued by the IRDA of India from time to time.</p>   | <p>FMC for all the funds except the Discontinued Policy Fund is guaranteed not to change during the Policy Term.</p> |
| <p>Switching Charge</p> <p>This is a charge levied on switching of monies from one Fund to another available Fund under the Policy, beyond the free switching transactions under the Policy, if any.</p>               | <p>First 12 switches in a Policy Year: Nil</p> <p>On subsequent switches, a charge of 0.50% of the amount switched subject to a maximum of Rs.500 and minimum of Rs.25 per switch.</p>  | <p>This charge is guaranteed not to change during the Policy Term</p>  |

| <p>7) Discontinuance Charge:</p> <p>This is a charge which will be recovered from value of Units pertaining to Limited/Regular Premium at the time of Complete Withdrawal.</p> | <p>The Discontinuance Charge will be applied on Units pertaining to the Limited/Regular Premium on the basis of completed Policy Years, Limited/Regular Premiums paid and the Date of Complete Withdrawal as per the table below:</p> <table border="1" data-bbox="537 552 1179 1381"> <thead> <tr> <th data-bbox="537 552 735 751">Where the Policy is discontinued during the Policy Year</th> <th data-bbox="735 552 1179 751">Discontinuance Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="537 751 735 888">1<sup>st</sup></td> <td data-bbox="735 751 1179 888">Lower of 6% of (Annual Premium or Fund Value) subject to a maximum of Rs.6,000</td> </tr> <tr> <td data-bbox="537 888 735 1024">2<sup>nd</sup></td> <td data-bbox="735 888 1179 1024">Lower of 4% of (Annual Premium or Fund Value) subject to a maximum of Rs.5,000</td> </tr> <tr> <td data-bbox="537 1024 735 1161">3<sup>rd</sup></td> <td data-bbox="735 1024 1179 1161">Lower of 3% of (Annual Premium or Fund Value) subject to a maximum of Rs.4,000</td> </tr> <tr> <td data-bbox="537 1161 735 1287">4<sup>th</sup></td> <td data-bbox="735 1161 1179 1287">Lower of 2% of (Annual Premium or Fund Value) subject to a maximum of Rs.2,000</td> </tr> <tr> <td data-bbox="537 1287 735 1381">5<sup>th</sup> and onwards</td> <td data-bbox="735 1287 1179 1381">Nil</td> </tr> </tbody> </table> | Where the Policy is discontinued during the Policy Year | Discontinuance Charges | 1 <sup>st</sup> | Lower of 6% of (Annual Premium or Fund Value) subject to a maximum of Rs.6,000 | 2 <sup>nd</sup> | Lower of 4% of (Annual Premium or Fund Value) subject to a maximum of Rs.5,000 | 3 <sup>rd</sup> | Lower of 3% of (Annual Premium or Fund Value) subject to a maximum of Rs.4,000 | 4 <sup>th</sup> | Lower of 2% of (Annual Premium or Fund Value) subject to a maximum of Rs.2,000 | 5 <sup>th</sup> and onwards | Nil | <p>This charge is guaranteed not to change during the Policy Term</p> |
|--|---|---|------------------------|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------------------|-----|---|
| Where the Policy is discontinued during the Policy Year  | Discontinuance Charges  |   |                        |                 |  |                 |  |                 |  |                 |  |                             |     |   |
| 1 <sup>st</sup>  | Lower of 6% of (Annual Premium or Fund Value) subject to a maximum of Rs.6,000  |   |                        |                 |  |                 |  |                 |  |                 |  |                             |     |   |
| 2 <sup>nd</sup>  | Lower of 4% of (Annual Premium or Fund Value) subject to a maximum of Rs.5,000  |   |                        |                 |  |                 |  |                 |  |                 |  |                             |     |   |
| 3 <sup>rd</sup>  | Lower of 3% of (Annual Premium or Fund Value) subject to a maximum of Rs.4,000  |   |                        |                 |  |                 |  |                 |  |                 |  |                             |     |   |
| 4 <sup>th</sup>  | Lower of 2% of (Annual Premium or Fund Value) subject to a maximum of Rs.2,000  |   |                        |                 |  |                 |  |                 |  |                 |  |                             |     |   |
| 5 <sup>th</sup> and onwards  | Nil   |   |                        |                 |  |                 |  |                 |  |                 |  |                             |     |   |
| <p>8) Discontinuance Charge on Units pertaining to Top Up Premium</p>  | <p>Nil</p>  | <p>No change</p>  |                        |                 |  |                 |  |                 |  |                 |  |                             |     |   |

Service Tax Charge as notified by the Government from time will be applicable on above charges and will be made by redemption of Units from the policy unit account.

## 2. Fund Options

- a. Subject to the approval of the IRDA of India, We reserve the right to add, close or amend any Fund or its investment objectives. We shall send You details of any change We may decide to make at least one (1) month prior to such change becoming effective.

- b. Units are a proportionate part of a Fund and will be created in a Fund when assets of an equivalent value are added to the portfolio of assets to which the Fund is referenced. The unit account, the Units and the allocation of Units to the unit account are notional and are designed for the sole purpose of determining the benefits under the Policy.
- c. Assets may only be withdrawn from the portfolio of assets to which the Fund is referenced when Units of equal value to those assets are redeemed in the Fund. Income received from assets referenced to a Fund will be added to these assets. The amount after allowing for tax, if any, will alter the value of each existing unit of the respective Fund.
- d. We do not guarantee the price or value of the Units. The price or value of any Unit and Fund will fluctuate depending upon the performance of the underlying assets. The assets and any income arising from these assets shall remain Our property at all times. The Policy does not confer on You or any other person any title to or any beneficial interest in any of Our assets, or to any income from these assets.
- e. You will have the option to invest in any of the following seven Funds in the proportion desired by.
- f. The investment pattern of these seven Funds will be as under:

| Fund Name and Objective  | Investment Pattern                                | Risk   |
|--|---|--------|
| Balanced Fund-II [SFIN: ULIF01508/01/2010LIBALAN-II122]:<br>To generate a balance of capital growth and steady returns.                      | Debt (25%-100%)<br>MM (0%-40%)                    | Medium |
| Bond Fund-II [SFIN: ULIF01608/01/2010LIFDEBT-II122]: To generate a steady income through investment in high quality fixed income securities. | Debt (60%-100%)<br>MM (0%-40%)<br>Equity (0%)     | Low    |
| Enhancer Fund-II [SFIN: ULIF01708/01/2010LIFENHN-II122]: To provide aggressive, long term capital growth with high equity exposure.          | Debt (0%-40%)<br>MM (0%-40%)<br>Equity (60%-100%) | High   |
| Growth Fund-II [SFIN: ULIF01808/01/2010LIGROWT-II122]: To generate long term capital appreciation with high equity exposure.                 | Debt (0%-50%);<br>MM (0%-40%)<br>Equity (30%-85%) | High   |

|   |   |      |
|---|---|------|
| Infrastructure Fund [SFIN: ULIF01908/01/2010LIFEINFRAF122]: To generate steady returns through investment in infrastructure and related equities. | Debt (0%-40%)<br>MM (0%-40%)<br>Equity (60%-100%) | High |
| Protector Fund-II [SFIN: ULIF02108/01/2010LIPROTE-II122]: To generate steady returns with a minimum exposure to equities.                         | Debt (25%-100%)<br>MM (0%-40%)<br>Equity (0%-20%) | Low  |
| PSU Fund [SFIN: ULIF02208/01/2010LIFEPSUFND122]: To generate steady returns through investment in PSUs and related equities.                      | Debt (0%-40%)<br>MM (0%-40%)<br>Equity (60%-100%) | High |

MM stands for money market and other cash instruments.

Minimum and maximum limits on asset categories, as above, have been determined to have the investment flexibility in the Fund to take the advantage of investment opportunities vis-à-vis risks involved.

**Investment Pattern of Discontinued Policy Fund:**

The investment pattern for the Discontinued Policy Fund, as mentioned in Part D, will be as follows.

| Fund name and objective   | Asset allocation  | Risk |
|---|---|------|
| Discontinued Policy Fund<br>[SFIN: ULIF03127/01/2011LIDISPLCY122]<br>To provide a minimum guaranteed rate as prescribed by IRDA of India from time to time. | MM : 0 to 40%<br><br>Government<br>Securities: 60% to<br>100% | Low  |

The Discontinued Policy Fund Management Charge will be 0.50% of the value of assets underlying the Fund per annum or as per the guidelines issued by IRDA of India from time to time.

The interest rate applicable to the Discontinued Policy Fund shall be subject to minimum guaranteed interest rate prescribed by IRDA from time to time. The minimum guaranteed rate of interest applicable to the Discontinued Policy Fund at the time of policy commencement is 4% per annum. The excess income earned in the Discontinued Policy Fund over and above minimum guaranteed interest rate shall also be apportioned to the Discontinued Policy fund.

**PART F: Aviva Affluence**  
Policy Document

**General Terms & Conditions**

**1. Agent's Authority**

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

**2. Claim Procedure**

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

- 2.1. 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.
- 2.2. 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:
  - 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 completed, signed by the claimant and attested by the authorities as mentioned in the claim form.
  - 2.2.4. Certified proof of cause of death of the Insured from a Medical Practitioner.
  - 2.2.5. Last medical attendant/ Medical Practitioner's report, if applicable.
  - 2.2.6. Employer's questionnaire, if applicable.
  - 2.2.7. Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years.
  - 2.2.8. Identification proof of the Nominee and Appointee (if applicable) issued by a governmental authority.
  - 2.2.9. Documentary proof, which establishes the Nominee and Appointee's relationship with the Insured.

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

2.2.11. 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.

2.3. For payment of the Maturity Benefit and/or Survival Benefits (if applicable under the Policy), 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 and/or the assignee's (if any) address proof.

2.3.5.Cancelled cheque for National Electronic Funds Transfer (NEFT) payment issued by You and/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 event giving rise to a claim under the Policy and/or any other benefits payable under the Policy.

2.5. We may agree to accept minimum required documents on a case to case basis. In case due to any unnatural or other circumstances which are beyond Claimant's control, if the Claimant is unable to supply any of the above documents, then We may waive requirement of such documents provided We are totally satisfied with the investigation carried out to assess validity of the claim. We are entitled to ask for additional documents (including Policy document) or information for the processing of the claim. We may also seek professional/independent assistance for speedy disposal of the claim. You and/or the Nominee/legal heir shall have no objection for Us to obtain any details/information to form an opinion about the claim.

### **3. Due Observance**

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

### **4. Entire Contract**

This Policy constitutes the entire contract of insurance between You and Us. We may amend this 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 or otherwise) but agree not to do so without first having obtained the consent of the IRDA of India.

#### **5. 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.

#### **6. Grace Period and Death during Grace Period**

If the Insured Event occurs within the Grace Period, the Death Benefit and Accidental Death Benefit (if applicable) shall be payable in accordance with Part C after deducting of the applicable due Regular Premium from the Death Benefit amount payable.

#### **7. Loss of the Policy**

7.1. We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and/or to call for such evidence of the loss of the Policy Document at Your expense, as We consider necessary before issuing a duplicate Policy Document. We reserve the right to charge a fee not exceeding INR Two Hundred and Fifty for the issuance of a duplicate Policy Document.

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

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

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

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

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

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

#### **10. Assignment should be in accordance with provisions of sec 38 of the Insurance Act 1938 as amended from time to time.**

A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 3

## 11. Notices & Correspondence

- 11.1. 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.
- 11.2. All notices and correspondence meant for You will be in writing and will be sent by Us to Your address shown in the Schedule through speed post or courier or any other legally recognized mode of posting. Any change of Your address or Your Nominee's address must be notified to Us, failing which the notices and correspondence will be sent to the last recorded address and hence, We will not take any responsibility of any loss/damage owing to this.
- 11.3. Any Policy or any other communication shall be sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule.

## 12. Suicide

If the Insured Event occurs due to suicide within twelve (12) months of the Policy Commencement Date or the Date of Revival,

- 12.1. We shall pay only the Fund Value as applicable on date of Insured Event.
- 12.2. Any charges recovered subsequent to the date of Insured Event shall also be payable.

## 13. Taxation

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

## 14. Termination

This Policy will immediately and automatically terminate on the earliest of:

- 14.1. the occurrence of the Insured Event and payment of a bonafide claim.
- 14.2. the Maturity Date and the payment of the Maturity Benefit.



14.3. For Policy discontinued before completion of Lock-in Period: The date on which the Proceeds of the Discontinued Policy Fund are paid after the completion of the Lock-in Period or expiry of Revival Period whichever is later.

14.4. For Policy discontinued after completion of Lock-in Period: Unless You have opted for converting the Policy to Paid-up, the date on which the Fund Value is paid in accordance with clause 5.2 of Part D.

#### **15. Repudiation of Claim**

The Policy shall terminate upon the repudiation of any false claim after proper investigation conducted by Us, if any.

#### **16. Territorial Limits and Currency**

All premium, taxes, levies and benefits are payable only within India and in Indian Rupees.

SPECIMEN

## PART G Aviva Affluence

Policy Document

### Grievance Redressal Mechanism

In case, You have any query, complaint or grievance, You can approach any of Our branch offices or contact Our customer services group at the head office at the following address:

Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF-Phase V, Sector- 43, Gurgaon-122003 (Haryana).

Call Our customer services helpline at 1800-103-7766 / 1800-180-2266

E-mail: [complaints@avivaindia.com](mailto:complaints@avivaindia.com)

In case You are not satisfied with the decision of the above office, or have not received any response within 10 days, You may contact the following official for resolution:

Complaint Redressal Officer (CRO): Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF – Phase V, Sector -43, Gurgaon - 122003 (Haryana).

Call our CRO at 0-124-2709046, Email: [cro@avivaindia.com](mailto:cro@avivaindia.com)

If you are not satisfactory with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority (IRDA of India) on the following contact details:

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

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority

9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh

Fax No: 91- 40 – 6678 9768

Alternatively, You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDA of India's website [www.irda.gov.in](http://www.irda.gov.in), if Your grievance pertains to:

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

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant.

As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Insurance Ombudsman can be made:

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

#### List of Insurance Ombudsman

| S.No | Office of the Ombudsman | Contact Details   | Areas of Jurisdiction   |
|------|-------------------------|---|---|
| 1.   | <b>AHMEDABAD</b>        | 2nd Floor, Ambica House,<br>Near C.U. Shah College, 5, Navyug Colony,<br>Ashram Road, <b>AHMEDABAD</b> - 380014<br>Tel: 079-27546150/139, Fax: 079 - 27546 142<br>E-Mail: bimalokpal.ahmedabad@gbic.co.in           | Gujarat, UT of Dadra & Haveli,<br>Daman and Diu                               |
| 2    | <b>BENGALURU</b>        | Jeevan Soudha Building, PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, 1st Phase,<br>Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: bimalokpal.bengaluru@gbic.co.in     | Karnataka   |
| 3.   | <b>BHOPAL</b>           | Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar,<br>Opp. Airtel Office, Near New Market,<br><b>BHOPAL (M.P)</b> - 462003<br>Tel: 0755-2769201/202,<br>Fax: 0755 - 27 692 03<br>E-Mail: bimalokpal.bhopal@gbic.co.in | Madhya Pradesh & Chhattisgarh   |
| 4.   | <b>BHUBANESHWAR</b>     | 62, Forest Park, <b>BHUBANESHWAR</b> - 751009<br>Tel: 0674 - 259 6455 / 6461 Fax: 0674 - 259 6429<br>E-Mail: bimalokpal.bhubaneswar@gbic.co.in  | Orissa  |
| 5.   | <b>CHANDIGARH</b>       | S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 – D,<br>Chandigarh – 160 017.<br>Tel.: 0172 - 2706196 / 2706468  | Punjab, Haryana,<br>Himachal Pradesh,<br>Jammu & Kashmir,<br>UT of Chandigarh |

|     |                  |  |   |
|-----|------------------|--|---|
|     |                  | Fax: 0172 - 2708274<br>Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>   |   |
| 6.  | <b>CHENNAI</b>   | Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664<br>Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>  | Tamil Nadu, UT-<br>Pondicherry town<br>and Karaikal (which<br>are part of UT of<br>Pondicherry) |
| 7.  | <b>DELHI</b>     | 2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi – 110 002.<br>Tel.: 011 - 23239633 / 23237539<br>Fax: 011 - 23230858<br>Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>  | Delhi   |
| 8.  | <b>GUWAHATI</b>  | Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road,<br>Guwahati – 781001(ASSAM).<br>Tel.: 0361 - 2132204 / 2132205<br>Fax: 0361 - 2732937<br>Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>                                   | Assam, Meghalaya,<br>Manipur, Mizoram,<br>Arunachal Pradesh,<br>Nagaland & Tripura              |
| 9.  | <b>HYDERABAD</b> | 6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 65504123 / 23312122<br>Fax: 040 - 23376599<br>Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a> | Andhra Pradesh,<br>Telangana, Yanam<br>and<br>part of Territory of<br>Pondicherry               |
| 10. | <b>JAIPUR</b>    | Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg,<br>Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a>   | Rajasthan   |
| 11. | <b>ERNAKULAM</b> | 2nd Floor, Pulinat Bldg.,  | Kerala,   |

|     |                |  |   |
|-----|----------------|--|---|
|     |                | Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>                                | Lakshadweep,<br>Mahe-a part of<br>Pondicherry   |
| 12. | <b>KOLKATA</b> | Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>                | West Bengal, Bihar,<br>Jharkhand & UT of<br>Andaman and<br>Nicobar Islands,<br>Sikkim   |
| 13. | <b>LUCKNOW</b> | 6th Floor, Jeevan Bhawan, Phase-II,<br>Nawal Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 2231330 / 2231331<br>Fax: 0522 - 2231310<br>Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a> | Districts of Uttar<br>Pradesh :<br>Laitpur, Jhansi,<br>Mahoba, Hamirpur,<br>Banda, Chitrakoot,<br>Allahabad, Mirzapur,<br>Sonbhadra,<br>Fatehpur,<br>Pratapgarh,<br>Jaunpur, Varanasi,<br>Gazipur, Jalaun,<br>Kanpur, Lucknow,<br>Unnao, Sitapur,<br>Lakhimpur,<br>Bahraich,<br>Barabanki,<br>Raebareli, Sravasti,<br>Gonda, Faizabad,<br>Amethi, Kaushambi,<br>Balrampur, Basti,<br>Ambedkarnagar,<br>Sultanpur, |

|     |               |  |  |
|-----|---------------|--|--|
|     |               |  | Maharajgang,<br>Santkabirnagar,<br>Azamgarh,<br>Kushinagar,<br>Gorkhpur, Deoria,<br>Mau, Ghazipur,<br>Chandauli, Ballia,<br>Sidharathnagar   |
| 14. | <b>MUMBAI</b> | 3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.: 022 - 26106552 / 26106960<br>Fax: 022 - 26106052<br>Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a> | Goa,<br>Mumbai<br>Metropolitan Region<br>excluding Navi<br>Mumbai & Thane  |
| 15. | <b>NOIDA</b>  | Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace, 4 <sup>th</sup> Floor, Main<br>Road, Naya Bans, Sector-15, GB Nagar<br>Noida.<br>Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>     | State of Uttaranchal<br>and the following<br>Districts of Uttar<br>Pradesh:<br>Agra, Aligarh,<br>Bagpat, Bareilly,<br>Bijnor, Budaun,<br>Bulandshehar, Etah,<br>Kanoj, Mainpuri,<br>Mathura, Meerut,<br>Moradabad,<br>Muzaffarnagar,<br>Oraiyya, Pilibhit,<br>Etawah,<br>Farrukhabad,<br>Firozbad,<br>Gautambodhanagar,<br>Ghaziabad, Hardoi,<br>Shahjahanpur, |

|     |             |   |  |
|-----|-------------|---|--|
|     |             |   | Hapur, Shamli,<br>Rampur, Kashganj,<br>Sambhal, Amroha,<br>Hathras,<br>Kanshiramnagar,<br>Saharanpur |
| 16. | <b>PUNE</b> | Jeevan Darshan Bldg., 2nd Floor,<br>C.T.S. No.s. 195 to 198,<br>N.C. Kelkar Road, Narayan Peth,<br>Pune – 411 030.<br>Tel.: 020 - 32341320<br>Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a> | Maharashtra,<br>Area of Navi<br>Mumbai and Thane<br>excluding Mumbai<br>Metropolitan Region          |

**Office of the Governing Body of Insurance Council**

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

Tel:- 022-26106245/ 022-26106980, Fax:- 022-26106949, E mail: [inscouncil@gmail.com](mailto:inscouncil@gmail.com)

**Annexure 1**

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

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

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

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
03. 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.
04. 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.
05. 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.



06. 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.
07. 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.
08. 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.
09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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

## Annexure 2

### Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014. The extant provisions in this regard are as follows:

01. 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.
02. 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.
03. Nomination can be made at any time before the maturity of the policy.
04. 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.
05. 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.
06. 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.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
08. 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.
09. 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. ]***

**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:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. 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.
03. 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.
04. The assignment must be signed by the transferor or assignor or duly authorize agent and attested by at least one witness.
05. 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.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. 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.
08. 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.
09. 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. ]***