

**Part – A: Aviva Life Bond Advantage – 122L086V03  
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).

**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 Document and within 30

days of receiving this Policy Document 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 un-allocated Single 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,

-----

Director – Operations

*Please Contact us at 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:

Telephone No.:

**Part – A: Aviva Life Bond Advantage – 122L086V03**  
Policy Document

**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, benefit Illustration 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.

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### 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.

1. Policy Details	
Policy Number :	
Plan Name :	Aviva LifeBond Advantage
UIN:	
Plan Type :	Non-Participating Unit Linked Plan
Plan Code:	
Policy Classification:	
2. Policyholder Details	3. Insured Details
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:	Single Premium
Single Premium:	Rs:
Service Tax Amount* :	Rs:
Total payable:	Rs:
Policy Commencement Date :	
Risk Commencement Date :	
Policy Term :	
Maturity Date:	
Accidental Death Cover Commencement Date:	
Accidental Death Cover Expiry Date :	

\* Service Tax, 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/cess being made applicable/ imposed on the premium by a competent authority.

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

Nominee(s) 1	Nominee(s) 2	Nominee(s) 3
Name:	Name:	Name:
Percentage:	Percentage:	Percentage:
Address:	Address:	Address:

Appointee (in case of minority of the Nominee)

Appointee  
Name:  
Address

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

Beneficiary 1	Beneficiary 2	Beneficiary 3
Name:	Name:	Name:
Percentage:	Percentage:	Percentage:
Address:	Address:	Address:

Trustee 1	Trustee 2	Trustee 3
Name:	Name:	Name:
Address:	Address:	Address:

**6. Any Special Conditions :**

**7. Endorsements, if any:**

**8. Intermediary Details:**

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: New Delhi

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**Part – B: Aviva Life Bond Advantage -- 122L086V03  
Policy Document**

**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 Single Premium and Top Up Premium, if any, received from You into Units in the unit account, and is as specified in Part E.
4. 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 the Insured's death when the Nominee is less than Age 18.
5. Complete Withdrawal means the discontinuance of the Policy. in accordance with Part D.
6. Claimant shall mean the policyholder or the nominee or the assignee or the legal heir of the Nominee/policyholder/Appointee (if Nominee is a minor) as the case may be.
7. Date of Complete Withdrawal means the date on which We receive Your notice for Complete Withdrawal of the Policy.
8. Death Benefit means the amount which is payable in accordance with Part C.
9. Discontinuance Charge means the charge, if any, as specified in Part E. Discontinued Policy Fund means Our segregated fund which is constituted by the fund value of all discontinued linked insurance policies.
10. Funds means the internal unit linked funds established and managed by Us in accordance with Part E.
11. Fund Management Charge means charge specified in Part E.
12. Fund Value means the total number of Units pertaining to Single Premium and Top Up Premium, if any, held in the unit account multiplied by their respective NAV.

13. Insured means the person named as the insured in the Schedule, on whose life this Policy is effected.
  14. Insured Event means the Insured's death during the Policy Term.
  15. IRDA of India or IRDAI means Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
  16. Lock-In-Period means the period of five (5) consecutive Policy Years from the Policy Commencement Date.
  17. Maturity Benefit means the amount payable in accordance with Part C.
  18. Maturity Date means the date on which the insurance cover expires, as specified in the Schedule.
  19. 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.
  20. Mortality Charge means charge as specified in Part E.
  21. 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.
  22. 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.
  23. Policy means the contract of insurance entered into between You and Us as evidenced by this Policy Document
  24. Policy Administration Charge means the charge as specified in Part E.
- Aviva Life Insurance Company India Limited



25. Policy Anniversary means the annual anniversary of the Policy Commencement Date.
26. Policy Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
27. 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.
28. Policy Term means the period in years between the Policy Commencement Date and the Maturity Date.
29. Policy Year means a period of twelve (12) months commencing from the Policy Commencement Date or any Policy Anniversary.
30. Proceeds of the Discontinued Policy Fund means the Fund Value as on the Date of Complete Withdrawal.
31. 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.
32. 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.
33. Single Premium means the amount of premium, as specified in the Schedule, paid by You prior to the Policy Commencement Date in the form of single payment.
34. Sum Assured means the amount specified in the Schedule.
35. Surrender Value means the amount payable, if any, on the surrender of the Policy in accordance with Part D.
36. Survival Benefit means the amount, if any, payable in accordance with Part C.
37. Top Up Premium means payments (apart from Single Premium) received from You in the form of a single payment.
38. Top Up Sum Assured means 1.25 times of all the Top Up Premium deposited by You from time to time.

39. Unit means a notional and proportionate part of the unit account created by the allocation of the Single Premium and the Top Up Premium, if any, and created solely for the purpose of determining the benefits under this Policy.
40. Valuation Date shall have the meaning ascribed to it in Part D.
41. We, Our and Us means Aviva Life Insurance Company India Limited.
42. 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.

**Part – C: Aviva Life Bond Advantage –122L086V03  
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**Policy Benefits**

**1. Maturity Benefit**

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

1.1 If the Insured is alive on the Maturity Date, We shall pay :

1.1.1 The Fund Value and

1.1.2 The Loyalty Additions as mentioned in table below:

<b>Policy Year</b>	<b>Loyalty Addition as %age of fund value pertaining to Single Premium</b>
At the end of 10th Policy Year	4% of the fund value at the end of the 10 <sup>th</sup> Policy Year
On every subsequent 10 <sup>th</sup> Policy Year	2% of the fund value at the end of every subsequent 10 <sup>th</sup> Policy Year

1.2 No Loyalty Addition shall be payable on the value of Units pertaining to Top Up Premium, if any.

1.3 The Policy shall terminate on the Maturity Date.

**2. Survival Benefit**

No survival benefits are payable under this Policy.

**3. Death Benefit**

3.1 Upon the occurrence of the Insured Event, the Claimant shall receive the following benefits as death sum assured:

3.1.1 the highest of the following amounts:

3.1.1.1 The Sum Assured; or

3.1.1.2 Fund Value of Single Premium as on the date of the notification of Insured Event; or

3.1.1.3 105% of the Single Premium received.  
Plus

the highest of the following amounts(if any):

3.1.1.4 Top-Up Sum Assured; or

3.1.1.5 Fund Value of Top-Up Premium on the date of notification of Insured Event; or

3.1.1.6 105% of the total Top-Up Premiums received.

3.2 We will deduct from the **Sum Assured**:

3.2.1 All 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;

3.2.2 All 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.

3.3 Any charges deducted by Us subsequent to the Insured Event but prior to receipt of notification of Insured Event shall also be payable by Us to You.

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

#### 4. Accident Death Benefit

If any accidental death occurs when the Insured is between the age of 18 to 60 years then we shall pay in addition to the Death Benefit the accidental sum assured as specified in the Schedule.

4.1 The accidental death benefit is not payable if death occurs or is caused by or aggravated directly or indirectly by:

4.1.1 alcohol;

4.1.2 drug abuse including drug taking other than prescribed by a Medical Practitioner;

4.1.3 any crime committed by the Insured with criminal intent;

4.1.4 willful self inflicted injury, suicide or attempted suicide;

4.1.5 failure to seek and follow medical treatment and advice from a qualified Medical Practitioner;

- 4.1.6 aviation other than as a passenger in a commercially licensed passenger aircraft;
  - 4.1.7 engaging in racing of any kind other than athletics or swimming;
  - 4.1.8 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;
  - 4.1.9 radioactive contamination due to a nuclear accident;
  - 4.1.10 participation in sports or pastimes of a hazardous nature including parachuting, potholing, mountaineering and hot air ballooning;
  - 4.1.11 any condition, ailment or injury or related condition(s) for which the Insured had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment within 48 months prior to the Policy Commencement Date.
- 4.2 Apart from the above-mentioned exclusions all other contingencies of accident are covered.

**Part – D: Aviva Life Bond Advantage –122L086V03  
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 the Policy Document 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 un-allocated Single 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.

**2.2 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:
- $$\frac{\text{Market value of investment held by the Fund} + \text{Value of Current assets} - \text{Value of Current Liabilities and Provisions, if any}}{\text{Number of Units existing on Valuation Date (before creation/redemption of Units)}}$$
- 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 Unit 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 amount switched must not be less than Rs.5,000 and the value of remaining Units in the Fund after cancellation of Units as a result of switch must not be less than Rs.5,000(unless You wish to switch 100% of the Fund to another Fund).
- 3.1.4 The Unit switches shall be allowed only in those Funds, which are available for investment under this Policy.
- 3.1.5 The Unit Switch request shall be effected at the NAV as per the conditions provided in above-mentioned Article 2.1.

### 3.2 Settlement Option

**3.2.1** Upon maturity of the Policy, You may choose the Settlement Option provided hereunder by which all or part of the Maturity Benefit payable under Part C shall be paid out to You as structured payouts as set out below. You may exercise the Settlement Option by providing Us with a written notice at least 15 days prior to the Maturity Date, specifying the following:

**3.2.1.1** The term during which the benefits under the Settlement Option are payable which shall be in accordance with the guidelines, specified by Us from time to time in accordance with applicable guidelines/regulations of the IRDA of India (the "Settlement Period"). Currently, this can be any duration between 1 to 5 years.

**3.2.1.2** The payout frequency, which may be yearly, half-yearly, quarterly or monthly.

**3.2.1.3** The payout mode which may be cheque, direct credit or ECS. Where the payout frequency opted is quarterly or monthly, the payout mode shall compulsorily be direct credit or ECS.

**3.2.1.4** The payout option, i.e., either a) fixed number of Units throughout the Settlement Period; or b) fixed amount throughout the Settlement Period.

**3.2.1.5** The proportion of the Maturity Benefit payable which You wish to receive during the Settlement Period. The minimum proportion for opting for this Settlement Option is 25% of the Maturity Benefit payable under Part C.

**3.2.2** During the Settlement Period, all investment risk in the investment portfolio shall continue to be borne by You.

**3.2.3** All payments under this Settlement Option shall be made in arrears.

**3.2.4** If at any time during the Settlement Period, the Fund Value falls below Rs. 5,000, then the Fund Value shall be paid to You and the Policy shall stand terminated.

**3.2.5** No Partial Withdrawals or switches shall be permitted during the Settlement Period.

**3.2.6** The Policy can be terminated any time during the Settlement Period by a surrender of the Policy, without levying any charge, in accordance with this Part D.

**3.2.7** No charges under the Policy other than the Fund Management Charge specified under Part E shall be levied during the Settlement Period.



**3.2.8** Upon Your death during the Settlement Period, only the Fund Value as on the date of notification of Your death shall become payable to Your Nominee/legal heirs as a lump sum and the Policy shall stand terminated.

**3.2.9** You are not permitted to choose the Settlement Option after the Maturity Date.

### **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 currently Rs. 5,000 (the minimum amount may be changed by Us from time to time). 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 Single Premium, subject to the following:

**3.3.3.1** The partial withdrawal is made after the commencement of the 6<sup>th</sup> Policy Year or after the commencement of the Policy Year immediately following the Policy Year in which the Insured attains the Age of 18, whichever is later.

**3.3.3.2** If the Insured is less than Age 58 on the date of the proposed partial withdrawal, the total amount of all the partial withdrawals made from Units pertaining to Single Premium in any Policy Year shall not exceed 25% of the value of Units pertaining to Single Premium as at the commencement of that Policy Year.

**3.3.3.3** Any partial withdrawal from Units pertaining to Single Premium shall only be allowed to the extent that the value of the Units pertaining to Single Premium, after the proposed partial withdrawal, does not fall below Rs.15,000.

**3.3.4** Partial withdrawals which would result in termination of the Policy shall not be allowed.

### **3.4 Top Up**

3.4.1 Payment of Top-Up Premium under the Policy shall be allowed during the Policy Term subject to the following:

3.4.1.1 The minimum amount that can be paid as a single payment of Top Up Premium is Rs.5,000.

3.4.1.2 At any point of time during the Policy Term, the total Top Up Premium received by Us shall not exceed the Single Premium paid by You.

3.4.1.3 Top Up Premium received under the Policy will result in an increase of the Top Up Sum Assured.

3.4.1.4 No Top up Premium shall be accepted in the last 5 Policy Years of the Policy Term.

3.4.1.5 Every Top Up Premium is subject to a Lock-in-Period of 5 years from the date of allocation 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;
- b. Insured Event;
- c. Maturity of the Policy on the Maturity Date.

3.4.2 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 Single Premium.

### 3.5 Loyalty Additions

3.5.1 The following Loyalty Additions pertaining to Single Premium shall be credited in the Funds at the same allocation proportion pertaining to the Single Premium. The same shall be payable on the Maturity Date provided that the Maturity Benefit is payable in accordance with Part C:

Policy Year	Loyalty Addition as %age of fund value pertaining to Single Premium
At the end of 10th Policy Year	4% of the fund value at the end of the 10 <sup>th</sup> Policy Year
On every subsequent 10 <sup>th</sup>	2% of the fund value at the end of

Policy Year	every subsequent 10 <sup>th</sup> Policy Year
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3.5.2 The Loyalty Addition rate is guaranteed and shall not be altered during the Policy Term. No Loyalty Addition shall be payable on the value of Units pertaining to Top Up Premium, if any.

### 3.6 Loan

No loans are available under this Policy.

## 4 Complete Withdrawal/ Surrender

4.1 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:

4.1.1 In case the Lock-in-Period has not expired, We will credit the Fund Value to the Discontinued Policy Fund which will be paid by Us only on the expiry of the Lock-in-Period. Payment of amounts payable under this provision will be made by Us through a cheque or demand draft at the last recorded address or by any other electronic mode of payment. If the Insured dies after the amount has been transferred to the Discontinued Policy Fund but before it becomes payable, then the Proceeds of the Discontinued Policy Fund as on the date of death will be payable to You /Nominee. On payment the Policy shall terminate immediately.

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

4.1.2 In case the Lock-in-Period has expired We will pay the Fund Value as Surrender Value.

## 5 Vesting of Policy

5.1 If the Insured is less than Age 18 on the Policy Commencement Date then, immediately and automatically upon the Insured attaining Age 18:

5.1.1 The Policy shall vest in the Insured;

5.1.2 The Insured shall solely become entitled to exercise any and all rights of the Policyholder in relation to the Policy; and

5.1.3 The Insured shall solely become obliged to accept and discharge any and all obligations of the Policyholder under this Policy.

5.2 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.

5.3 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.

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**Part – E: Aviva Life Bond Advantage –122L086V03  
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																
Policy Administration Charge will be made by monthly redemption of Units from the policy unit account.	Rs. 40 per month throughout the Policy Term.	No change.																
Fund Management Charge	<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> <table border="1" data-bbox="618 1035 1128 1577"> <thead> <tr> <th data-bbox="618 1035 873 1098">Fund</th> <th data-bbox="873 1035 1128 1098">Risk Profile</th> </tr> </thead> <tbody> <tr> <td data-bbox="618 1098 873 1161">Balanced Fund-II</td> <td data-bbox="873 1098 1128 1161">Medium</td> </tr> <tr> <td data-bbox="618 1161 873 1224">Bond Fund-II</td> <td data-bbox="873 1161 1128 1224">Low</td> </tr> <tr> <td data-bbox="618 1224 873 1287">Enhancer Fund-II</td> <td data-bbox="873 1224 1128 1287">High</td> </tr> <tr> <td data-bbox="618 1287 873 1350">Growth Fund-II</td> <td data-bbox="873 1287 1128 1350">High</td> </tr> <tr> <td data-bbox="618 1350 873 1451">Infrastructure Fund</td> <td data-bbox="873 1350 1128 1451">High</td> </tr> <tr> <td data-bbox="618 1451 873 1514">Protector Fund-II</td> <td data-bbox="873 1451 1128 1514">Low</td> </tr> <tr> <td data-bbox="618 1514 873 1577">PSU Fund</td> <td data-bbox="873 1514 1128 1577">High</td> </tr> </tbody> </table> <p><b>Discontinued Policy Fund Management Charge:</b> 0.5% 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>	Fund	Risk Profile	Balanced Fund-II	Medium	Bond Fund-II	Low	Enhancer Fund-II	High	Growth Fund-II	High	Infrastructure Fund	High	Protector Fund-II	Low	PSU Fund	High	No change.
Fund	Risk Profile																	
Balanced Fund-II	Medium																	
Bond Fund-II	Low																	
Enhancer Fund-II	High																	
Growth Fund-II	High																	
Infrastructure Fund	High																	
Protector Fund-II	Low																	
PSU Fund	High																	

<p>Mortality Charge will be made by monthly redemption of Units from the policy unit account.</p>	<p>The Mortality Charge will apply on the Sum at Risk ("SAR"),</p> <p>The SAR will be equal to:</p> <ol style="list-style-type: none"> <li>Higher of Sum Assured or 105% of Single Premium paid minus the total number of Units pertaining to Single Premium held in the unit account multiplied with the NAV; plus</li> <li>Higher of Top-up Sum Assured or 105% of Top-Up Premiums paid minus the total number units pertaining to Top-Up Premium held in the unit account multiplied with the NAV.</li> </ol> <p>The SAR is always greater than or equal to zero. If the Insured's Age is less than 60 years, then <b>Sum Assured</b> will get reduced by all the partial withdrawal(s) made under Part D within last two policy years or if the Insured's Age is greater than or equal to 60 years then <b>Sum Assured</b> will get reduced by all the partial withdrawal(s) made under Part D after the Insured has attained Age 58 years.</p> <p>Female lives will be charged the mortality at a rate corresponding to 2 years younger male life.</p> <p>Mortality charges for substandard lives will be rated up in the proportion of extra mortality rating</p> <p>Rs.0.60 per 1,000 Sum Assured per annum for in-built Accidental Death Benefit.</p>	<p>The Mortality Charge shall remain guaranteed throughout the Policy Term.</p>								
<p>Premium Allocation Charge</p>	<p><b>For Non-Staff policies:</b></p> <table border="1" data-bbox="526 1507 1026 1789"> <thead> <tr> <th>Single Premium (Rs.)</th> <th>Allocation Charge</th> </tr> </thead> <tbody> <tr> <td>50,000 to 99,999</td> <td>4%</td> </tr> <tr> <td>100,000 to 499,999</td> <td>3%</td> </tr> <tr> <td>5,00,000 &amp; above</td> <td>2%</td> </tr> </tbody> </table> <p>For all Top-Up Premium, the Allocation Charge would be</p>	Single Premium (Rs.)	Allocation Charge	50,000 to 99,999	4%	100,000 to 499,999	3%	5,00,000 & above	2%	<p>No change</p>
Single Premium (Rs.)	Allocation Charge									
50,000 to 99,999	4%									
100,000 to 499,999	3%									
5,00,000 & above	2%									

	<p>2%.</p> <p><b>For Staff Policies:</b> Allocation Charge for staff policies would be according to table given below:</p> <table border="1"> <thead> <tr> <th>Single Premium (Rs.)</th> <th>Allocation Charge</th> </tr> </thead> <tbody> <tr> <td>50,000 to 99,999</td> <td>2%</td> </tr> <tr> <td>100,000 to 499,999</td> <td>1%</td> </tr> <tr> <td>5,00,000 &amp; above</td> <td>0%</td> </tr> </tbody> </table> <p>For all Top-Up Premium, the Allocation Charge would be Nil.</p>	Single Premium (Rs.)	Allocation Charge	50,000 to 99,999	2%	100,000 to 499,999	1%	5,00,000 & above	0%	
Single Premium (Rs.)	Allocation Charge									
50,000 to 99,999	2%									
100,000 to 499,999	1%									
5,00,000 & above	0%									
Switching Charge	<p>First 12 switches in a Policy Year: Nil</p> <p>On subsequent switches, a charge of 0.5% of the amount switched subject to a maximum of Rs.500 and minimum of Rs.25 per switch.</p>	Rs.500 per switch								
Miscellaneous Charge for: Nil	Nil	Nil								

Service Tax Charge as notified by the government from time to 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 You provided that at least 10% of the proportion must remain in any of the Funds chosen by You. The investment pattern of these seven Funds will be as under:

Fund	Investment Pattern	Risk
Balanced Fund-II [SFIN: ULIF01508/01/2010LIBALAN-II122]: To generate a balance of capital growth and steady returns.	Debt (25%-100%) 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%) MM (0%-40%) 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%) MM (0%-40%) 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%); MM (0%-40%) Equity (30%-85%)	High
Infrastructure Fund [SFIN: ULIF01908/01/2010LIFEINFRAF122]: To generate steady returns through investment in infrastructure and related equities.	Debt (0%-40%) MM (0%-40%) 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%) MM (0%-40%) Equity (0%-20%)	Low
PSU Fund [SFIN: ULIF02208/01/2010LIFEPSUFND122]: To generate steady returns through investment in PSUs and related equities.	Debt (0%-40%) MM (0%-40%)	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 profile
Discontinued Policy Fund [SFIN: ULIF03127/01/2011LIDISCPLCY122] To provide a minimum guaranteed rate as prescribed by IRDA of India from time to time.	MM : 0 to 40% Government Securities: 60% to	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 declared subject to minimum guaranteed interest rate prescribed by IRDA from time to time. The current minimum guaranteed rate of interest applicable to the Discontinued Policy Fund shall be 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 Life Bond Advantage –122L086V03  
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. Conditions for Payment of Benefits**

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

- 2.1. We are given a written notice immediately and in any event within ninety (90) days of the occurrence of the Insured Event giving rise to a claim under the Policy. If We are not given a written notice of the claim within ninety (90) days of the occurrence of the Insured Event, We may accept the claim if We are given reasons in writing for the delay which in Our view are reasonable.
- 2.2. Upon occurrence of the Insured Event giving rise to a claim under the Policy, We are given such information and/or documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause of the Insured Event giving rise to a claim under the Policy 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 of the Insured Event 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 Insured Event was caused due to un-natural or non-medical reasons, then, in addition to the above documents the following additional documents also need to be submitted to Us:
  - i. Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR).
  - ii. Newspaper articles/ cutting, if any.
- 2.3. For payment of Maturity Benefit, We are given such information and/ or documentation that We may request in order to establish the fact of Our liability in respect of it, including but not limited to:
  - 2.3.1. Original Policy Document.
  - 2.3.2. Payout form duly filled in by You and/or the assignee, if any.
  - 2.3.3. Your and/or the assignee's (if any) identification proof issued by a governmental authority.
  - 2.3.4. Your 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.

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

6.1. 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 the 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.

6.2. 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.

#### **7. 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.

#### **8. Nomination as per Section 39 of the Insurance Act,1938, as amended from time to time**

Nomination should be in accordance with provisions of section 39 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in annexure – 2 for reference.

#### **9. Assignment as per Section 38 of the Insurance Act,1938, as amended from time to time**

Assignment should be in accordance with provisions of section 38 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in annexure – 3 for reference.

## **10. Notices & Correspondence**

- 10.1. 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.
- 10.2. 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 immediately, failing which the notices or correspondence will be sent to the last recorded address and hence, We will not take any responsibility of any loss/ damage owing to this.
- 10.3. 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.

## **11. Suicide**

If the Insured Event occurs due to suicide within twelve (12) months of the inception of the Policy

- 11.1 We shall pay only the Fund Value as applicable on date of Insured's death.
- 11.2 Any charges recovered subsequent to the date of Insured's death shall also be payable.

## **12. Taxation**

- 12.1 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 the fee/charge payable or benefit receivable under the Policy. We shall not be liable for any tax liability on income of You, Insured or the Nominee. You shall be solely responsible to assess, claim and /or ensure admissibility, or otherwise, of deductions under the tax laws in respect of the amount contributed or accrued/received. We do not hold any responsibility for Your claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received.
- 12.2 Tax laws are subject to amendments from time to time and We are not responsible to inform You and/or the Nominee of any change/s in tax laws.

## **13. Termination**

This Policy will immediately and automatically terminate on:

13.1 the occurrence of the Insured Event and payment of a bonafide claim

13.2 the Maturity Date or the date of the payment of the last installment of the Maturity Benefit (as applicable).

13.3 the date on which the Proceeds of Complete Withdrawal of the Policy Fund are paid after the completion of the Lock-in-Period..

**14. Repudiation of Claim**

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

**15. Territorial Limits and Currency**

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

SPECIMEN

**Part –G: Aviva Life Bond Advantage –122L086V03  
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 of India (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 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, Shree Jayshree Ambica Chambers, Near C.U. ShahCollege, 5, Navyug Colony, Ashram Road, <b>AHMEDABAD</b> - 380014 Tel: 079-27546150/139, Fax: 079 - 27546 142 E-Mail: ins.omb@rediffmail.com	Gujarat, UT of Dadra & Haveli, Daman and Diu
2.	<b>BHOPAL</b>	Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL</b> (M.P) - 462023 Tel: 0755-2769200/201/202, Fax: 0755 - 27 692 03 E-Mail: bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
3.	<b>BHUBANESHWAR</b>	62, Forest Park, <b>BHUBANESHWAR</b> - 751009 Tel: 0674 - 259 6455, Fax: 0674 - 259 6429 E-Mail: ioobbsr@dataone.in	Orissa
4.	<b>CHANDIGARH</b>	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, <b>CHANDIGARH</b> - 160017 Tel: 0172-2706196E-Mail: ombchd@yahoo.co.in 6468, Fax: 0172 - 270 8274	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
5.	<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, <b>CHENNAI</b> - 600018 Tel: 044 – 24333/678/668/664, , Fax: 044 - 24333664 E-Mail: chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)
6.	<b>NEW DELHI</b>	2/2 A, 1st Floor, Universal Insurance, Bldg,	Delhi & Rajasthan



		Asaf Ali, <b>NEW DELHI</b> - 110002 <b>Tel:</b> 011 - 23239611/7539/7532, <b>Fax:</b> 011 - 23230858 E-Mail: iobdelraj@rediffmail.com	
7.	<b>GUWAHATI</b>	“Jeevan Nivesh”, 5th Floor, Near, Panbazar Overbridge, SS Road, <b>GUWAHATI</b> - 781001 <b>Tel:</b> 0361 - 2132204/5, 2131307 <b>Fax:</b> 0361 - 2732937 E-Mail: ombudsmanghy@rediffmail.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura
8.	<b>HYDERABAD</b>	Door No. 6,2-46,'Moin Court', Flat #101, 1st Floor, Lane Opp. Saleem Function, A.C. Guards, Lakdi Ka Pool, <b>HYDERABAD</b> - 500004 <b>Tel:</b> 040-23325325/23312122, <b>Fax:</b> 040 - 23376599 E-Mail: insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
9.	<b>ERNAKULAM</b>	2 <sup>nd</sup> Floor, CC 27/2603, Pulinat, Building, OppCochin Shipyard, M.G Road, <b>ERNAKULAM</b> - 682015 <b>Tel:</b> 0484-2358734/759/9338, <b>Fax:</b> 0484 - 2359336 E-Mail: iokochi@asianetindia.com	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
10.	<b>KOLKATA</b>	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, <b>KOLKATA</b> - 700 072 <b>Tel:</b> 033-22124346/22124339, <b>Fax:</b> 033 - 22124341 E-Mail: <a href="mailto:insombudsmankolkata@gmail.com">insombudsmankolkata@gmail.com</a>	West Bengal, Bihar, Jharkhand & UT of Andaman and Nicobar Islands, Sikkim
11.	<b>LUCKNOW</b>	Jeevan Bhawan, Phase -2, 6th Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW</b> - 226001 <b>Tel:</b> 0522 – 2231331/0, 2201188, <b>Fax:</b> 0522 - 2231310	Uttar Pradesh and Uttaranchal

		E-Mail: insombudsman@rediffmail.com	
12.	<b>MUMBAI</b>	3rd Floor, Jeevan Sewa Annexe (Above MTNL), S.V. Road, Santa Cruz (W), <b>MUMBAI</b> - <b>Tel:</b> 022 – 26106928/360/6552/6960, <b>Fax:</b> 022 - 26106052 E-Mail: ombudsmanmumbai@gmail.com	Maharashtra, Goa

**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

A. Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014. The extant provisions in this regard are as follows:

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 26th 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 26th day of December 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Laws (Amendment) Act ,2015 Gazette Notification dated March 23 , 2015 for complete and accurate details. ]

## B. Section 39 - Nomination by policyholder

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

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children

- e. or any of them  
the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
  15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014.
  16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
  17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

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

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

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

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

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
  
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
  
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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