

**Aviva i-Term Smart 122N131V01**  
Policy Document  
**Part A**

CIN-U66010DL2000PLC107880

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

Mr/Ms. XYZ ABC  
D-X, Block-XY  
Near XYS  
ABC - 123  
XYZ, India

Mob. No.-1111111111111111  
Ph. No.- 22222222222222  
Home No.- 333333333333

**Subject : Aviva i-Term Smart (A Non-Linked Non-Participating Term Insurance Plan)**

**Policy No.: \_\_\_\_\_ /Client ID: \_\_\_\_\_**

[Bar Code]

Dear Mr./Ms. XYZ ABC,  
A Warm Welcome to Aviva!

The Policy Document provides everything You need to know about Your life insurance Policy and is enclosed herewith. A copy of Your Proposal Form and associated documents are also included with Your Policy Document for Your reference. Please read this Policy Document carefully and if You have any queries or notice any errors, please contact Us immediately. We advise You to keep this Policy Document somewhere safe and inform the nominee of the same.

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 and wish to return the Policy, please send a letter marked to "Customer Services" at the address below along with the original Policy Document and premium receipt stating reasons for returning the Policy. You must exercise the option to return the Policy within thirty (30) days of receipt of this Policy Document.

On receipt of the aforementioned documents We will refund the premium received (without interest) after deducting proportionate risk premium for the period of cover and expenses incurred on medical examination (if any) 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,

Name  
Designation

*Address: The Customer Service Group  
Aviva Life Insurance Company India Ltd.  
Aviva Tower, Sector Road, Opposite Golf Course,  
DLF Phase V, Gurgaon – 122003 (Haryana)  
Contact: 1800-103-7766/customerservices@avivaindia.com*

Intermediary Name:

Intermediary Code:

Intermediary Telephone No.:

Intermediary Email:

Intermediary License No.

Intermediary Mobile No:

**2. Policy Preamble**

This Policy Document is evidence of a contract of insurance between You and Us. Your Proposal Form is the basis of the insurance provided by Us. 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.

| 1. Policy Details              |  |
|--------------------------------|--|
| Policy Number:                 | Plan Code:   |
| Plan Name:                     | UIN:   |
| Plan Type:                     | A non-linked non-participating term insurance plan |
| 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):                                 |
| Email Id:                      | Email Id:  |
| Relationship with the Insured: | Whether Age admitted: (Yes/No):                    |
| 4. Insurance Details           |  |

| <b>A. Base Plan</b>                                    |                 |
|--|-----------------|
| Sum Assured:   | Rs.             |
| Premium Payment Type:                                  | Regular Premium |
| Regular Premium  | Rs.             |
| Applicable Tax Amount*:                                | Rs.             |
| Total payable (Base Plan):                             | Rs.             |
| Total number of Premiums                               |                 |
| Premium Frequency:                                     |                 |
| Annualized Premium **:                                 | Rs.             |
| Policy Commencement Date/Date of Inception of Policy : |                 |
| Risk Commencement Date :                               |                 |
| Policy Term:   |                 |
| Premium Payment Term:                                  |                 |
| Due date for payment of last Regular Premium:          |                 |
| Maturity Date:   |                 |
| <b>B. Riders</b>                                       |                 |
| Rider Name   |                 |
| Rider UIN  |                 |
| Rider Sum Assured:                                     | Rs.             |
| Rider Premium:   | Rs.             |
| Applicable Tax Amount *:                               | Rs.             |
| Annualized Rider Premium**                             | Rs.             |
| Rider Term:  |                 |
| Rider Commencement Date:                               |                 |
| Rider Expiry Date:                                     |                 |
| <b>Total Amount (Rider(s) + Base Plan):</b>            | Rs.             |

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

\*\* Annualised Premium and Annualized Rider Premium excludes extra premium and applicable taxes, if any.

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

| <b>Nominee(s) 1</b> | <b>Nominee(s) 2</b> | <b>Nominee(s) 3</b> |
|---------------------|---------------------|---------------------|
| Name:               | Name:               | Name:               |
| Percentage:         | Percentage:         | Percentage:         |
| Address:            | Address:            | Address:            |
| Age:                | Age:                | Age:                |
| Your relation:      | Your relation:      | Your relation:      |

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

**Appointee**

Name:

Address:

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

| <b>Beneficiary 1</b> | <b>Beneficiary 2</b> | <b>Beneficiary 3</b> |
|----------------------|----------------------|----------------------|
| Name:                | Name:                | Name:                |
| Percentage:          | Percentage:          | Percentage:          |
| Address:             | Address:             | Address:             |
| Age:                 | Age:                 | Age:                 |
| Your relation:       | Your relation:       | Your relation:       |

| <b>Trustee 1</b> | <b>Trustee 2</b> | <b>Trustee 3</b> |
|------------------|------------------|------------------|
| Name:            | Name:            | Name:            |
| Address:         | Address:         | Address:         |

**6. Any Special Conditions:**

**7. Endorsements, if any:**

**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:

## Part B- Definitions

### A. Definitions

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

1. Age means age of the Insured at last birthday, as specified in the Schedule.
2. Annualised Premium means the total amount of Regular Premiums (excluding extra premiums) payable by You in a Policy Year.
3. Annualized Rider Premium means the total amount of Rider Premiums (excluding extra premiums) payable by You in a Policy Year.
4. Claimant means the Policyholder if he is different from the Insured or the Nominee (includes Appointee in case Nominee is a minor) or Assignee and where there is none, the person/s named in Your will or Your legal heirs, as the case may be.
5. Death Benefit means the amount which is payable in accordance with Part C.
6. Grace Period means a period of fifteen (15) days if the premium frequency is monthly and thirty (30) days for all other premium frequencies, commencing from the date on which the Regular Premium was due.
7. Insured means the person, named in the Schedule, on whose life this Policy is affected.
8. IRDA of India or IRDAI means Insurance Regulatory and Development Authority of India established under the IRDA Act, 1999.
9. Maturity Date means the date on which the Policy Term ends, as specified in the Schedule.
10. 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 setup 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
11. Nominee means the person named in the policy Schedule who has been nominated by You, the life assured, in accordance with Section 39 of the Insurance Act, 1938, as amended from time to time to receive benefits in respect of this Policy.
  12. Policy means the contract of insurance entered into between You and Us as evidenced by this Policy Document.
  13. Policy Anniversary means the annual anniversary of the Policy Commencement Date.
  14. Policy Commencement Date or Date of Inception of Policy means the date on which the Policy commenced, as specified in the Schedule.
  15. Policy Document means the present contract of insurance including the Schedule which has been issued on the basis of the Proposal Form, other representations and documents submitted by You and/or the Insured and the endorsements issued by Us and includes all of the above.
  16. Policy Term means the period between the Policy Commencement Date and the Maturity Date.
  17. Policy Year means a period of twelve months commencing on the Policy Commencement Date or any Policy Anniversary.
  18. Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
  19. Proposal Form means the completed and dated proposal form submitted by You to

- Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Policy.
20. Regular Premium means the amount of the installment premium mentioned in the Schedule which is payable by You to Us during the Premium Payment Term. This includes the extra premium but is exclusive of the applicable taxes.
  21. Revival means revival of the Policy which has been discontinued due to non-payment of the due Regular Premiums as per the Policy terms.
  22. Revival Period means a period of two years from the date of the first unpaid installment of Regular Premium.
  23. Rider means an insurance cover attached to and forming part of the Policy if opted by You at the inception of the Policy itself, and to the extent specified in the Schedule.
  24. Risk Commencement Date means the date given in the Schedule from which We accept the risk on the life of the Insured.
  25. Schedule means the schedule (including any endorsements) We have issued in connection with this Policy and, if more than one, then the latest in time.
  26. Sum Assured means the amount specified in the Schedule.
  27. Surrender means the voluntary termination of the Policy by You before the Maturity Date, subject to the terms and conditions governing the Policy.
  28. Surrender Value means the amount payable, if any, that becomes payable in case of Surrender of the Policy.
  29. We, Our or Us means the Aviva Life Insurance Company India Limited.
  30. You or Your or Policyholder means the person named in the Schedule who has taken this Policy with Us.

#### **B. Policy Interpretation**

1. 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.
2. Any capitalized term used and not defined herein shall have the same meaning as is ascribed to them under the Rider Policy Document, if Rider has been opted. In case of any common terms in the Rider Policy Document and this Policy Document, for the purpose of this Policy the meaning ascribed to such terms in this Policy Document shall prevail.

## Part C - Benefits

### 1. Benefits Payable:

1.1 The benefits available under this Policy are described below. .

#### Death Benefit:

- a) Upon the occurrence of the Insured's death We shall pay to the Claimant the Sum Assured as specified in the Schedule provided We have received all the due Premium till date of death and the cover shall terminate immediately thereafter.

### 2. Death Sum Assured means the highest of the following amounts:

- 2.1 Ten times of the Annualized Premium; or
- 2.2 105% of the Regular Premiums received (excluding extra premium received, if any) as on the date of death of the Insured; or
- 2.3 Sum Assured ;or
- 2.4 Maturity Sum Assured (if any)

### 3. Maturity Benefit

No amount is payable by Us on the maturity of the Policy.

4. The benefits shall be payable only if all the due Regular Premiums have been received by Us before the occurrence of the event giving rise to the claim.

### 5. Exclusions

5.1 **Suicide:** If the Insured commits suicide, for any reason whatsoever, within twelve (12) months of:

5.1.1.1.1 the Date of Inception of Policy, We will pay eighty percent of the Regular Premiums received (excluding extra premium, if any);

5.1.1.1.2 the date of Revival of the Policy, We shall be liable to pay only eighty percent (80%) of the Regular Premiums received (excluding extra premium, if any) or the Surrender Value, if any, as on the date of the Insured's death, whichever is higher.

Provided all due Regular Premiums have been received till the date of occurrence of the Insured's death

### 6. Grace Period

If the event giving rise to the insurance claim occurs during the Grace Period, then We will pay the benefits which are payable after deducting any outstanding Regular Premium that would otherwise have been payable.

## Part D

### 1. Free Look

If You are dissatisfied and wish to return the Policy, please send Us a letter marked to "Customer Services" along with the original Policy Document and premium receipt. You must exercise the option to return the Policy within thirty (30) days of receipt of this Policy Document stating reasons for the return.

On receipt of the aforementioned documents We will refund the premium received (without interest) after deducting proportionate risk premium for the period of cover and expenses incurred on medical examination (if any) and stamp duty charges.

### 2. Payment of Regular Premium, Grace Period and Paid-Up Value

- 2.1 You need to pay to Us the Regular Premium on every Policy Anniversary if Your Premium frequency is Annual. If Your Premium Frequency is half yearly, or monthly, then the Regular Premium shall be paid on the date corresponding with the commencement date in every half-year, or month respectively. If the corresponding date does not exist in a particular month, then the last day of that month shall be deemed to be the due date. We will not accept any part payment of the Regular Premium due.
- 2.2 For monthly premium frequency only ECS/direct debit are allowed.
- 2.3 You may change the premium frequency on any Policy Anniversary by giving Us thirty (30) days written notice before that Policy Anniversary. The change in premium frequency shall be effected by an endorsement by Us to the Schedule.
- 2.4 If We do not receive the Regular Premium in full on the due date then, We shall allow a Grace Period for You to pay the unpaid Regular Premium to Us.
- 2.5 If We do not receive the due unpaid Regular Premium in full within the Grace Period then the Policy will lapse from the due date of the first unpaid Regular Premium and no benefits shall be payable. You have the right to revive the Policy within the Revival Period in accordance with para 3 below, failing which the Policy shall terminate upon expiry of Revival Period and We will not be liable to pay any amount to You.

### 3. Revival

- 3.1 If Policy is lapsed due to non-payment of Regular Premium within the Grace Period it can be revived within the Revival Period of two years during the Policy Term and while the Insured is alive. No interest is payable on the due unpaid Regular Premiums for Revival of the Policy. Revival is subject to (i) receipt by Us of Your written notice to revive accompanied by all due Regular Premiums (including applicable taxes) (ii) Insured submitting to medical examination or special tests specified by Us at Your cost; (iii) You submitting proof of continued insurability of the Insured to Our satisfaction; (iv) any other information/documents that We request.
- 3.2 It is solely Our discretion, in accordance with Our board approved underwriting policy, to revive the Policy at all or to revive the Policy on modified Terms. The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.

### 4. Increase of Sum Assured

- 4.1 during the Policy Term, You can approach Us for increasing the Sum Assured by a maximum of Rupees Twenty Five Lakhs (25,00,000/-) on any one of the following events occurring during the Policy Term and while the Insured is alive:
  - 4.1.1 On the fifth (5) Policy Anniversary from the inception of the Policy
  - 4.1.2 Within 6 months from the date of marriage if the Insured is unmarried on the Policy Commencement Date;  
or
  - 4.1.3 Within 6 months from the birth of Insured's child or legal adoption by the Insured; or
  - 4.1.4 Within 6 months from the date of taking new housing loan by the Insured



- 4.2 Subject to our Board approved underwriting policy, Your request for increase in Sum Assured will be accepted only if:
- 4.2.1 the remainder Policy Term on the Policy Anniversary following the exercise of the option is atleast 10 years and that the Age of Insured at the time exercising the option is not more than 45;
  - 4.2.2 We have received Your request in writing at least 30 days prior to the Policy Anniversary from which the increase is to be effective;
  - 4.2.3 You agree to pay the premium for incremental Sum Assured which will be calculated on the basis of the then Age of the Insured on the Policy Anniversary on which the option is effected and outstanding Policy Term and the then applicable premium rate for new business;
  - 4.2.4 You have not exercised this option in the past during the Policy Term
- 4.3 The increase in Sum Assured will be without any medical examination.
- 4.4 The increase in Sum Assured will be effective on the Policy Anniversary following the request for option to increase the Sum Assured is received by Us.
- 4.5 The Sum Assured cannot be reduced during the Policy Term.

**5. Surrender Value**

No Surrender Value is payable under this Policy

SPECIMEN

**Part E**

1. Applicable Charges

Not applicable to the Policy

2. Fund Options

Not applicable to the Policy

3. Fund Name

Not applicable to the Policy

SPECIMEN

## **Part F**

### **General Terms & Conditions**

1. **Procedure for Payment of Claims**
  - 1.1 **Payment of Death Benefit**  
Before paying the Death Benefit We need to evaluate the death claim. Accordingly, the Claimant will need to furnish the following details/documents to Our satisfaction:
    - a) Completed and signed claim form (including NEFT details and bank account proof as specified in the claim form).
    - b) Original Policy Document.
    - c) Death Certificate in original or an attested copy issued by the competent authority.
    - d) If Insured was hospitalized prior to the death then the last Medical Practitioner's report.
    - e) Medical records related to admission to a medical facility or consultation with a Medical Practitioner within the last three (3) years, if any.
    - f) If the death occurred due to un-natural reasons, certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR) along with cuttings of news paper articles, if any.
    - g) Valid identification and address proof of the Claimant.
    - h) Any other documents or information as may be requested by Us to investigate the claim.
  - 1.2 The afore-mentioned documents should be received by Us within ninety days of event giving rise to claim. We may condone the delay beyond 90 days if the Claimant proves to Our satisfaction that the delay was for reasons beyond his control.
2. **Entire Contract**  
This Policy Document constitutes the entire contract of insurance between You and Us. We may amend the Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the IRDAI.
3. **Governing Law**  
This Policy shall be governed by Indian laws. Any disputes or differences arising out of or under this Policy shall be subject to the jurisdiction of Indian Courts.

### 4. **Loss of the Policy**

In case of loss or destruction of this Policy Document, please write to Us. We will issue a duplicate Policy Document upon receipt of an affidavit and indemnity bond along with nominal fee prescribed by Us. Free Look provisions shall not be available in case of issuance a duplicate policy document.

### 5. **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.

### 6. **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

### 7. **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

### 8. **Acceptance of instructions**

We will not act upon any instruction; request or notice from You until supporting information and documentation required by Us has been received by Us.

### 9. **Notices & Correspondence**

9.1 All notices and correspondence should be sent in writing to Our address specified in the Schedule or at any of Our branch offices.

9.2 We will send You the Policy Document and any other correspondence relating to servicing or administration of the Policy through speed post or courier or any other legally recognized mode of communication (including e-mail), at the address and registered email id

provided in the Schedule. You or Your Claimant must inform Us of change in address (including any change in registered email id), failing which We will continue to correspond at the last recorded address and shall not be held liable in any manner for any losses or damages suffered by You or Your Claimant due to the above.

**10. Suicide**

If the Insured commits suicide, for any reason whatsoever, within twelve (12) months of:

- 10.1 the Date of Inception of Policy, We will pay eighty percent of the Regular Premiums received (excluding extra premium, if any);
- 10.2 the date of Revival of the Policy, We shall be liable to pay only eighty percent (80%) of the Regular Premiums received (excluding extra premium, if any) or the Surrender Value, if any, as on the date of the Insured's death, whichever is higher.  
Provided all due Regular Premiums have been received till the date of occurrence of the Insured's death.

**11. Taxation**

- 11.1 You need to pay all applicable taxes, over and above the Premium, fees and charges payable by You.
- 11.2 We will deduct any applicable taxes, as may be in force from time to time from any amounts payable by Us to You. We do not offer any tax advice or consultancy and You are advised to seek the opinion from Your tax advisor in relation to the applicable tax benefits and

liabilities. 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.

**12. Termination**

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

- 12.1 return of the Policy under the Free Look option;
- 12.2 occurrence of the death of the Insured and upon payment or repudiation of a claim;
- 12.3 On the payment of the Surrender Value, if any;
- 12.4 On the expiry of the Revival Period, if the lapsed Policy is not revived.
- 12.5 On the Maturity Date.

**13. Age**

We have calculated the Premium under the Policy basis the age of Insured as declared in the Proposal Form. If at any time during the Policy Term the age of Insured is found to be higher than the age declared, We reserve the right to cancel the Policy. However, upon Your specific written request, We may consider continuing the Policy at revised terms, which may include enhanced Premium and/or reduced benefits payable under the Policy. If the age of the Insured is found to be such that he is not eligible for the Policy We shall cancel the Policy.

**14. Territorial Limits & Currency**

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

## **Part G**

### **Grievance Redressal Mechanism**

For any query, complaint or grievance You can:

- a) Call at 1800-103-7766 / 1800-180-2266 or E-mail: [complaints@avivaindia.com](mailto:complaints@avivaindia.com)
- b) Approach any of Our branch offices or contact Our customer services group at the Head Office at Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF- Phase V, Sector-43, Gurgaon-122003 (Haryana).

If You do not receive any response within 10 days or are not satisfied with the response, You may contact Complaint Redressal Officer (CRO) at

- a) Head Office; or
- b) Call at 0-124-2709046, or
- c) Email: [cro@avivaindia.com](mailto:cro@avivaindia.com)

If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Cell of the IRDAI 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 of India, Survey No. 115/1, Financial District, Nanakramguda, Hyderabad, Telangana State – 500032

Ph. No : 040 20204000

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

- a) delay in settlement of claims, beyond the time specified in the regulations by the IRDAI;
- b) any partial or total repudiation of claims by the life insurer;

c) disputes over premium paid or payable in terms of insurance policy;

d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;

e) legal construction of insurance policies in so far as the dispute relates to claim;

f) policy servicing related grievances against insurers and their agents and intermediaries;

g) issuance of life insurance policy which is not in conformity with the proposal form submitted by the proposer;

h) non-issuance of insurance policy after receipt of premium in life insurance; and

i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f)

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs and must contain the following information:

- a) the name and address of the complainant;
- b) the name of the branch or office of the insurer against whom the complaint is made;
- c) the facts giving rise to the complaint and supporting documents;
- d) the nature and extent of the loss caused to the complainant; and
- e) the relief sought from the Insurance Ombudsman..

As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Insurance Ombudsman can be made only if the complainant makes a written representation to the insurer named in the complaint and;

- a) either the insurer had rejected the complaint; or
- b) the complainant had not received any reply within a period of one month after the insurer received his representation; or
- c) the complainant is not satisfied with the reply given to him by the insurer.

The complaint should be made within one (1) year:

- a) after the order of the insurer rejecting the representation is received; or
- b) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
- c) after expiry of one (1) month from the date of sending the written representation to the insurer to which the insurer has failed to reply.

No complaint before the Insurance Ombudsman shall be maintainable on the

same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

We have given below the details of the existing offices of the Insurance Ombudsman. You may approach the respective Insurance Ombudsman as per Your location.

We request You to regularly check Our Website [www.avivaindia.com](http://www.avivaindia.com) or the IRDAI's website [www.irdai.gov.in](http://www.irdai.gov.in) for updated contact details of the Insurance Ombudsman

**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)

**List of Insurance Ombudsman**

| S.No | Office of the Ombudsman | Contact Details   | Areas of Jurisdiction  |
|------|-------------------------|---|--|
| 1.   | <b>AHMEDABAD</b>        | Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001.<br>Tel.: 079 - 25501201/02/05/06<br>Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>   | Gujarat, UT of Dadra & Haveli, Daman and Diu                         |
| 2.   | <b>BENGALURU</b>        | Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a> | Karnataka  |
| 3.   | <b>BHOPAL</b>           | Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P) – 462 003 ;<br>Tel: 0755-2769201/202, Fax: 0755 - 27 692 03;<br>E-Mail: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>   | Madhya Pradesh & Chhattisgarh  |
| 4.   | <b>BHUBANESHWAR</b>     | 62, Forest Park, Bhubaneswar - 751009<br>Tel: 0674 - 259 6455/61, Fax: 0674 - 259 6429<br>E-Mail: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>  | Orissa   |
|      | <b>CHANDIGARH</b>       | S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017<br>Tel: 0172-2706196 / 2706468;<br>E-Mail: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a> , Fax: 0172 - 270 8274                 | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh |
| 6.   | <b>CHENNAI</b>          | Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, Chennai - 600018<br>Tel: 044 - 24333668 / 24335284 ,   | Tamil Nadu, UT- Pondicherry town and Karaikal (which are part        |

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|     |                  | <b>Fax:</b> 044 - 24333664<br><b>E-Mail:</b> <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>  | of UT of Pondicherry)  |
| 7.  | <b>NEW DELHI</b> | 2/2 A, 1st Floor, Universal Insurance Bldg.,<br>Asaf Ali Road, New Delhi- 110002<br><b>Tel:</b> 011 - 23239633 / 23237532, <b>Fax:</b> 011 - 23230858<br><b>E-Mail:</b> <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>                                     | Delhi  |
| 8.  | <b>ERNAKULAM</b> | 2 <sup>nd</sup> Floor, PulinatBuilding, Opp Cochin Shipyard,<br>M.G Road, ERNAKULAM - 682015<br><b>Tel:</b> 0484-2358759/9338, <b>Fax:</b> 0484 - 2359336<br><b>E-Mail:</b> <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>                         | Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry  |
| 9.  | <b>GUWAHATI</b>  | "Jeevan Nivesh", 5th Floor, Near, Panbazar Overbridge, SS Road, Guwahati - 781001<br><b>Tel:</b> 0361 - 2132204/5 <b>Fax:</b> 0361 - 2732937<br><b>E-Mail:</b> <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>  | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura  |
| 10. | <b>HYDERABAD</b> | 6-2-46, 'Moin Court', 1st Floor, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi Ka Pool, Hyderabad- 500004<br><b>Tel:</b> 040-23325325/23312122, <b>Fax:</b> 040 - 23376599<br><b>E-Mail:</b> <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a> | Andhra Pradesh, Telangana, and UT of Yanam – a part of the UT of Pondicherry   |
| 11. | <b>JAIPUR</b>    | Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.<br><b>Tel.:</b> 0141 2740363 <b>Email:</b> <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>  | Rajasthan  |
| 12. | <b>KOLKATA</b>   | 4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072<br><b>Tel:</b> 033 - 22124339 / 22124340, <b>Fax:</b> 033 - 22124341<br><b>E-Mail:</b> <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>  | West Bengal, UT of Andaman and Nicobar Islands, Sikkim   |
| 13. | <b>LUCKNOW</b>   | 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.<br><br><b>Tel.:</b> 0522 - 2231330 / 2231331<br><b>Fax:</b> 0522 - 2231310<br><b>Email:</b> <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>                      | Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |
| 14. | <b>MUMBAI</b>    | 3rd Floor, Jeevan Seva Annexe (Above MTNL),  | Goa,   |



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|     |              | S.V. Road, Santa Cruz (W), Mumbai -<br><b>Tel:</b> 022 – 2610/6552/6960, <b>Fax:</b> 022 - 26106052<br>E-Mail: bimalokpal.mumbai@ecoi.co.in   | Mumbai Metropolitan Region<br>excluding Navi Mumbai & Thane.   |
| 15. | <b>NOIDA</b> | 4 <sup>th</sup> Floor, Bhagwan Sahai Palace, Main Road,<br>Naya Bans, Sector-15, Distt: Gautam Buddh<br>Nagar,<br>U.P-201301 Tel No: 0120-2514250/52/53 Email:<br>bimalokpal.noida@ecoi.co.in | State of Uttaranchal and the<br>following Districts of Uttar<br>Pradesh: Agra, Aligarh,<br>Bagpat, Bareilly, Bijnor,<br>Budaun, Bulandshehar,<br>Etah, Kanooj, Mainpuri,<br>Mathura, Meerut,<br>Moradabad, Muzaffarnagar,<br>Oraiyya, Pilibhit, Etawah,<br>Farrukhabad, Firozbad,<br>Gautambodhanagar, Ghazia<br>bad, Hardoi, Shahjahanpur,<br>Hapur, Shamli, Rampur,<br>Kashganj, Sambhal,<br>Amroha, Hathras,<br>Kanshiramnagar,<br>Saharanpur |
| 16  | <b>PATNA</b> | 1st Floor, Kalpana Arcade Building,,<br>Bazar Samiti Road,<br>Bahadurpur,<br>Patna 800 006.<br>Tel.: 0612-2680952<br>Email: bimalokpal.patna@ecoi.co.in                                       | Bihar,<br>Jharkhand.   |
| 17  | <b>PUNE</b>  | Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s.<br>195 to 198, N.C. Kelkar Road, Narayan Peth,<br>Pune – 411 030.<br>Tel.: 020-41312555 Email:<br>bimalokpal.pune@ecoi.co.in                    | Maharashtra, Area of Navi<br>Mumbai and Thane<br>excluding Mumbai<br>Metropolitan Region.  |



## 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:

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.

- 1 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.

- 2 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.
- 3 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.

***[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***

- 4 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.

- 5 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.

6. 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.

7. 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.

8. 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.

***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:

- 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 26<sup>th</sup> day of December 2014.

16 If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17 The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015

which is deemed to have come into force on the 26<sup>th</sup> day of December 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

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### Annexure 3 Section 38 - Assignment and Transfer of Insurance Policies

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

- 1 This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2 An assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- 3 The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 4 The assignment must be signed by the transferor or assignor or duly authorize agent and attested by at least one witness.
- 5 The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6 Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7 On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8 If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 9 The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
- d. is for the purpose of trading of the insurance policy.
- 10 Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11 In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12 The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13 Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment; or
  - b. where the transfer or assignment is made upon condition that
    - i the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured; OR
    - ii the insured surviving the term of the policy

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

- a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15 Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 which is deemed to

have come into force on the 26<sup>th</sup> day of December 2014 shall not be affected by this section.

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

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