

<Customer Name>

<Customer Address>

<xxx xxxxx xxxxxx >

<xxx xxxxx xxxxxx >

<xxx xxxxx xxxxxx >

<Customer Contact No. >

# **PART A**

Aegon Life iTermForever Insurance Plan A Non-linked Non Participating Term Insurance Plan UIN- [138N061V01]

Dear << Policyholder>>

We thank you for including our product in your financial planning. We are delighted to present your Policy documents which represent your contract with Aegon Life Insurance Company. These are original and important documents.

We also enclose a copy of your proposal form and other declarations. In case you are not satisfied with the terms and conditions of the policy, you can opt to cancel your policy within 15 days (Fifteen days) /30 days (Thirty days, if purchased through Distance Marketing I)) from the date of receipt of this policy along with a letter stating the reasons for disagreement.

(I Distance marketing: Distance marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone-calling (ii) Short Messaging service (SMS) (iii) Electronic mode which includes e-mail, internet and interactive television (DTH) (iv) Physical mode which includes direct postal mail and newspaper & magazine inserts and (v) Solicitation through any means of communication other than in person.)

Upon such cancellation, We will return the Policy Premium paid subject to the deduction of proportionate risk premium for the period of cover, stamp duty paid and medical costs incurred (if any).

You will be issued a Telephone Personal Identification Number (TPIN) which will be sent to you separately, for security reasons. Using the allotted TPIN you will be able to:

- 1) Access your Policy information through your phone from our user friendly Interactive Voice Response (IVR) system and
- 2) Transact in efficient and secure way through your phone, thereby eliminating the need to send us written instructions in most of the cases.

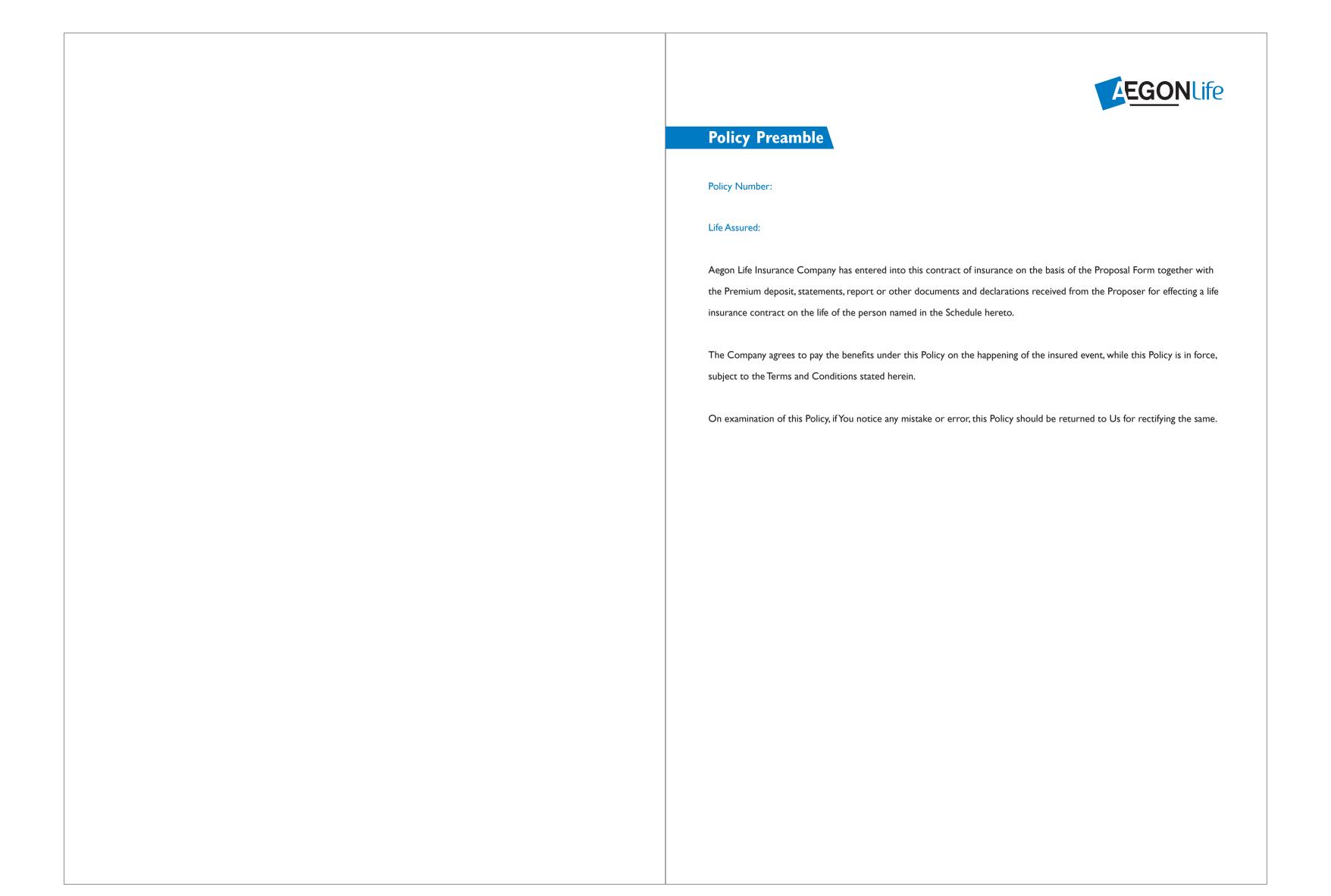
In case of claims or any service related queries, please feel free to contact us at Aegon Life Insurance Company Limited, Building No. 3, Third Floor, Unit No. 1, Nesco IT Park, Western Express Highway, Goregaon (E), Mumbai – 400063 or call us at 1800 209 9090. You can also email us at customer.care@aegonlife.com

We welcome you to Aegon Life Insurance and wish you all the very best.

Warm regards,

K S Gopalakrishnan

Managing Director & Chief Executive Officer





# **POLICY SCHEDULE**

Name of the Plan: Aegon Life iTermForever Insurance Plan (UIN 138N061V01)

The Policy is evidence of contract of Insurance between Aegon Life Insurance Company Limited ("The Company") and the Policyholder ("You"). The Policy is based on the proposal made by You to the Company along with necessary documents, information, statements, medical examination reports, if any, and declarations made by You or obtained by the Company on Your behalf, and are governed by the terms and conditions and the Schedule hereunder written which forms part of the Contract of insurance

Policy No Date of Inception of Policy Date of Inception of Risk Name of the Policyholder Gender of the Policyholder Address of the Policyholder Name of the Life Assured Gender of the Life Assured Address of the Life Assured Date of Birth of Life Assured Whether Age Admitted

# **Policy Particulars:**

Base Plan Benefit:

Product Name	Aegon Life iTermForever Insurance Plan
Base Sum Assured ₹	
Annualized Premium ₹	
Policy Premium ₹	
Policy Term	Whole of Life
Premium Paying Term (PPT)	
Premium Payment Frequency	
Premium Due Date	
Due Date of Last Policy Premium Payable	
Date of Maturity	N.A.
Life Stage Benefit Option	

## **Rider Benefit:**

Rider Name	WoP Rider on CI	iDisability Rider
Rider Sum Assured ₹		
Annualized Rider Premium ₹		
Rider Premium ₹		
Rider Term		
Rider Premium Paying Term (PPT)		
Rider Premium Payment Frequency		
Rider Premium Due Date		
Due Date of Last Rider Premium Payable		
Date of Maturity		



### NOMINATION DETAILS

	Name of the Nominee (s)	Date of Birth of the Nominee	Percentage
I	vijaya samundeeswari	<xxxxxxxxxx< td=""><td><xxxxxxxxxxx< td=""></xxxxxxxxxxx<></td></xxxxxxxxxx<>	<xxxxxxxxxxx< td=""></xxxxxxxxxxx<>
2	NA	NA	NA
3	NA	NA	NA
4	NA	NA	NA
5	NA	NA	NA

Name of the appointee (only in case the Nominee is below 18 years of age)	NA
---------------------------------------------------------------------------	----

Special Conditions

**Authorised Signatory** 

Name : Sankar Narayanan : Chief Operating Officer Designation

This document is digitally signed.

Stamp Duty (₹)

The stamp duty of ₹5,332 (Rupees Five thousand three hundred thirty two rupees only) paid by pay order, vide Receipt no. MH003721819201415M dated 07/11/2014

IRDAI Company Registration Number: 138

Registered Office: Aegon Life Insurance Company Limited. Building No.3, Third Floor, Fax: +91 2261180200/300, ■ MENU to 9221-010101 Unit No.1, NESCO IT Park, Western Express | Corporate Identity No: Highway Goregaon (E), Mumbai - 400063. U66010MH2007PLC169110 www.aegonlife.com

Tel: +91 226118 0100,

- 1800 209 90 90 (Toll free, 9 am to 7 pm, Mon to Sat)
- © customer.care@aegonlife.com

# PART B

### **POLICY DEFINITIONS**

The words and phrases defined below shall have the meanings assigned to them in this Policy unless the context otherwise requires. Words implying masculine include the feminine, and vice versa. Words in singular include the plural and vice versa.

Age means age of the Life Assured as on the last birthday unless specifically otherwise provided.

Age at Entry means Age of the Life Assured as of Date of Inception of Policy.

**Annualized Premium** means the yearly Policy Premium less modal factor, applicable Taxes & Levies, Rider Premium and extra underwriting premium, if any.

**Annualized Rider Premium** means the yearly Rider Premium less modal factor, applicable Taxes & Levies, and extra underwriting premium, if any.

**Base Sum Assured** means the amount payable on the death of the Life Assured. The Base Sum Assured as on the Date of Inception of Risk is specified in the Policy Schedule.

Claimant means the Nominee / Appointee (if Nominee is a minor)/ Assignee; and where there is no assignment or nomination in existence, the legal heir/s of the Policyholder.

Company, We, Us, Our means Aegon Life Insurance Company Limited or its successors

Date of Inception of Policy is the start date of the Policy and is mentioned in the Policy Schedule.

**Date of Inception of Risk** is the date from which the insurance cover under the Policy commences and is mentioned in the Policy Schedule.

Date of Maturity means the date on which the insurance cover will terminate.

**Due Date** means the date on which the Policy Premium is due and payable as per the premium payment frequency opted by You

In force A policy is said to be in force if all due policy premiums have been paid

Life Assured is the person for whom the insurance cover is granted by Us under this Policy

**Limited Pay Policy** means a Policy where the Policy Premium is payable till either (65 less Age at Inception of Risk) years or (60 less Age at Inception of Risk) years.

**Paid Up Policy** is a Policy for which the Policy Premium remains unpaid at the expiry of the Grace Period after first 3 Policy years for a Limited Pay Policy.

Policy Anniversary is the annual anniversary of the Date of Inception of Policy.

Policy means the contract of insurance entered into between the Policyholder and Us as evidenced by this document.

**Policy Premium** is the amount payable by You to avail the Benefits under the Base Plan of this Policy and is mentioned in the Policy Schedule. This amount depends on the premium payment frequency selected by You and includes applicable Taxes & Levies.

Policy Term means the period commencing on the Date of Inception of Policy and ending on the death of the Life Assured.

**Premium Payment Term** means the period during which the Policy Premium is payable and is mentioned in the Policy Schedule.

Proposal Form is the application form submitted to the Company for purchasing this Policy.

Regular Pay Policy means a Policy where the Policy Premium is payable till the Life Assured is alive.

**Rider Premium** is the amount payable by You to avail the Benefits under the Rider chosen and is mentioned in the Policy Schedule. This amount depends on the premium payment frequency selected by You and includes applicable Taxes & Levies.

**Rider Sum Assured** means the benefit available on happening of the contingent event covered under the Rider and is specified in the Policy Schedule.

**Rider Term** is the period for which this Rider cover is granted as per the rules of the Company.

Rider Premium Payment Term means the period during which the Rider Premium is payable.

**Rider Due Date** means the date on which the Rider Premium is due and payable as per the Rider Premium Payment Frequency opted by You.

Taxes & Levies means all applicable statutory (direct and indirect) taxes as may be levied by the government from time to time

You, Your means the Policyholder named in the Policy Schedule.

# **PART C**

#### **BENEFITS**

All the payments under the Policy will be made in Indian rupees and will be subject to prevailing tax laws.

#### **C.I Death Benefit**

In case of death of the Life Assured anytime on or after the Date of Inception of Risk, provided all due Premiums have been paid, the benefit payable to the Claimant is as per the table below:

Age of Life Assured at Date of Inception of Policy		
Less than 45 years	45 years and above	
Highest of, 10 times the Annualized Premium or 105% of all the Policy Premiums paid (excluding all Taxes & Levies) as on date of death or Base Sum Assured as applicable on the date of death.	Highest of, 7 times the Annualized Premium or 105% of all the Policy Premiums paid (excluding all Taxes & Levies) as on date of death or Base Sum Assured as applicable on the date of death.	

The Policy will terminate upon payment of the death benefit.

## **C.2 Life Stage Benefit Option:**

You have the flexibility to increase the Base Sum Assured over the tenure of Your Policy through exercising the 'Life Stage Benefit Option'. There are two variants of the option available, namely: 'Event-based Life Stage Option' and 'Planned Life Stage Option'.

You need to select to avail one of the two options at the time of taking out the Policy.

## **Event-based Life Stage Option:**

Under this option, You can increase the Base Sum Assured (up to 3 tranches) on the happening of any one or all of the following events:

Event	Additional Base Sum Assured as % of Base Sum Assured at Date of Inception of Risk
Marriage (One Marriage Only)	50%
Birth/Adoption of 1st Child	25%
Birth/Adoption of 2nd Child	25%

The additional Base Sum Assured will be effective from the Policy Anniversary coming after the date of exercising the option and our acceptance of the same.

The increase in the Base Sum Assured will be subject to our prevailing underwriting policy and fulfilment of the below mentioned conditions:

- The Age of the Life Assured must not be more than 55 years as on the effective date of the increment of the Base Sum Assured.
- The Policy has been continuously underwritten on "standard" terms since issuance i.e. no under writing extra premium was ever charged.
- The Policy can continue to be classified as "standard" as on the effective date of the increment of the Base Sum Assured.
- The policy is In Force as on the effective date of the increment of the Base Sum Assured.
- No claim on any of the riders attached to the Base Policy has been accepted by Us.
- You have exercised this Option within 180 days of the happening of the event(s).
- You have paid Us the additional Policy Premium for the increased Base Sum Assured based on the Life Assured's completed Age.

# Planned Life Stage Option:

On every 5th Policy Anniversary till the Life Assured attains the age of 55 years last birthday, the Base Sum Assured will be increased by 20%. Every increase will be calculated on the Base Sum Assured as was applicable at the Date of Inception of Risk.

The increase in the Base Sum Assured will be subject to fulfilment of the below mentioned conditions at every occasion:

- The Age of the Life Assured must not be more than 55 years as on the on the effective date of the increment of the Base Sum Assured.
- The Policy has been underwritten on "standard" terms since issuance i.e. no underwriting extra premium was ever charged.
- The policy is In Force as on the effective date of the increment of the Base Sum Assured.
- No claim on any of the riders attached to the Base Policy has been accepted by Us.
- You have paid Us the additional Policy Premium for the increased Base Sum Assured based on the Life Assured's completed Age.

You can opt-out of the 'Planned Life Stage Option' option anytime while the Policy is In Force, however You cannot opt-in again. Once opted out, any future automatic increases of Base Sum Assured would stop immediately. You will need to inform Us at least 45 days before the applicable Policy Anniversary date in case you would want to opt out of the "Planned Life Stage Option".

### C.3 Maturity Benefit

There is no Maturity Benefit payable.

### C.4 Payment of Policy Premium

To enjoy uninterrupted benefits under the Policy, You are required to make payment of the Policy Premium on or before the expiry of Grace Period.

Policyholder can pay the Policy Premium in annual mode, half-yearly mode or monthly mode. The modal factor applicable to the premium payment modes other than annual mode will be as under:

- a. Half-yearly Premium = Annualized Premium multiplied by 0.512
- b. Monthly Premium = Annualized Premium multiplied by 0.087

If any amount received towards Policy Premium is less than the installment due, the same will not be accepted. In such cases the Policy Premium due and payable on the due date will be treated as unpaid.

If the amount received towards Policy Premium is more than the installment due, the excess amount will be refunded to the Policyholder. No interest or reward is payable on the excess amount received.

Advance installment premium will be accepted for all premium due dates within the same financial year and for a maximum period of three months in advance in case of due dates falling in the next financial year. Company will always comply with IRDAI regulations with regards to advance premium.

The terms and conditions mentioned in this section will also be applicable for additional premiums payable upon exercising the Life Stage Benefit Option.

#### C.5 Grace Period

Grace Period is 30 Days for annual and half-yearly premium payment frequencies and 15 days for monthly premium payment frequency from the Due Date for payment of Policy Premium.

If the Grace Period falls on a holiday, then the Grace Period will end at the close of the business hours of the next working day.

The Policy will be in force during the Grace Period.

If the Life Assured dies during the Grace Period, the outstanding Policy Premium as on the date of Death will be deducted from the Benefit payout.

### C.6 Policy Termination

The Policy will terminate on the earliest of the following:

- Upon payment of Death Benefit as may be applicable.
- On payment of amount as mentioned in Clause F.4
- On payment of amount pursuant to the exercise of Free-Look option as mentioned in D.I
- On discontinuance of Policy Premium as mentioned in Clause D.2.
- On payment of Surrender Benefit as mentioned in Clause D.4
- On non-revival of the policy at the end of the Revival Period as mentioned in Clause D.2.

All the rights, benefits and interests under this Policy will stand extinguished upon the termination of the Policy.

# PART D

#### D.I Free Look Option

If You are not satisfied with any of the Terms and Conditions of the Policy, You may return the Policy document to the Company for cancellation along with a letter stating the reasons for disagreement within 15 days (Fifteen days)/30 days (Thirty days, if purchased through Distance Marketing I)) from the date of receipt of this policy.

(I Distance marketing: Distance marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone-calling (ii) Short Messaging service (SMS) (iii) Electronic mode which includes e-mail, internet and interactive television (DTH) (iv) Physical mode which includes direct postal mail and newspaper & magazine inserts and (v) Solicitation through any means of communication other than in person.)

On cancellation of the Policy during the free-look period, We will return the Policy premium paid subject to the deduction of proportionate risk premium for the period of cover, stamp duty paid and medical costs incurred (if any).

#### D.2 Discontinuance of Policy Premium

#### D.2.1 If you have chosen a Regular Pay Policy:

If the Policy Premium due remains unpaid even after the expiry of Grace Period from the date of unpaid Policy Premium, the Policy will lapse with effect from the Due Date of the first unpaid Policy Premium ("Lapse Date") and no benefit is payable in case of death of the Life Assured.

# D.2.2 If you have chosen a Limited Pay Policy:

## Discontinuance of Policy Premium before payment of first three policy years' premium in full:

On non-payment of Policy Premium within the grace period before the payment of first three policy years' Policy Premium in full, the policy will lapse and all the benefits including life insurance cover will terminate.

### Discontinuance of Policy Premium after payment of first three policy years' premium in full:

On non-payment of Policy Premium any time after the payment of first three policy years' Policy Premium in full, the policy will not lapse but will continue as a Paid-Up policy with Paid-Up Sum Assured, as defined below:

Paid-Up Sum Assured = (Total Policy Premiums paid / Total Policy Premiums payable) x (Base Sum Assured)

A Paid-Up policy can be terminated either on death or by surrender during the Revival Period.

A Paid-Up policy will not be eligible for any further Life Stage Benefits

In case You have opted for increase in Base Sum Assured under Life Stage Benefit, every additional increase of Base Sum Assured will be treated as a separate Policy for calculation of the Paid Up Value.

If the Life Assured dies while the Policy is in Paid-Up status, We will pay the Claimant highest of:

- 10 times of the Annualized Premium; or
- 105% of Total Premiums Paid; or
- Paid-Up Sum Assured

#### D.3 Revival of the Policy

The Policyholder can apply for revival of the lapsed / Paid-Up Policy within two years from the Due Date of the first unpaid Policy Premium ("Revival Period").

The revival shall be subject to the following conditions:

- · Satisfactory evidence of insurability of the Life Assured and
- · Payment in full of an amount equal to all the Policy Premiums due but unpaid till the Effective Date of Revival

No interest will be charged on revival of the lapsed policy.

The Effective Date of Revival is the date on which the above requirements are fulfilled and acceptance of the same by the Company.

Any evidence of insurability requested at the time of revival will be based on the prevailing underwriting guidelines duly approved by the Board.

If a lapsed / Paid-Up Policy is not revived within the Revival Period it will automatically stand terminated after payment of Surrender Value as payable at the end of Revival Period (if any).

#### D.4 Surrender Benefit

In case You have chosen a Regular Pay Policy, the Policy does not acquire any Surrender Value. Therefore, there is no amount payable to You upon Surrender.

In case You have chosen a Limited Pay Policy, You may surrender the policy provided first three policy years' Policy Premium have been paid in full. The following surrender value shall be payable:

Surrender Value =  $70\% \times \text{Total}$  Premiums Paid till the date of surrender x (max (100 - Age at Surrender, 0) / (100 - Entry Age))

In case You have opted for increase in Base Sum Assured under Life Stage Benefit, every additional increase of Base Sum Assured will be treated as a separate Policy for calculation of the Surrender Value.

### D.5 Loans

You are not entitled to avail any loan under this Policy.

# **PART E**

Not Applicable as this product is a Non Linked Insurance Plan.

# PART F

#### F.I Assignment & Nomination

#### (i) Assignment

Assignment of the Policy can be availed as per Section 38 of Insurance Act 1938 as amended from time to time. (A simplified version of the provisions of Section 38 is enclosed in Annexure 1 for reference)

#### (ii) Nomination

Nomination facility can be availed as per Section 39 of Insurance Act 1938 as amended from time to time. (A simplified version of the provisions of Section 39 is enclosed in Annexure 2 for reference)

#### F.2 Fraud or misrepresentation

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 simplified version of the provisions of Section 45 is enclosed in Annexure 3 for reference)

### F.3 Misstatement of Age or gender

As per the clause F.2, if the Age or gender of the Life Assured has been misstated or incorrectly mentioned, then We may take any of the following action subject to the underwriting norms prevailing at the time of taking such action:

If at the correct Age, the Life Assured was not insurable under this Plan according to our requirements, We reserve the right to refund the Premiums paid and terminate the Policy.

If at the correct age, the Life Assured was insurable, then We may revise the Annualised Premium and/or applicable benefits payable under the Plan from the Date of Inception of Risk by adjusting or deducting the differential premium that would have been payable.

### F.4 Suicide Exclusion

If death occurs due to suicide within 12 months from the Date of inception of the Policy or within 12 months from the Date of Revival of the Policy, the death benefit is refund of 80% of the premium(s) paid (excluding taxes) provided the Policy is In Force.

If death occurs due to suicide within 12 months from the date of exercising Event based Life Stage Option (resulting in the increase in death benefit), the death benefit is the aggregate sum of the following:

- Base Sum Assured at Date of inception of policy, plus
- Any increase in Base Sum Assured by exercising the Event based Life Stage Option prior to 12 months from the date
  of death (due to suicide); plus
- 80% of the premiums paid (excluding taxes) for the last increased additional Base Sum Assured.

### F.5 Payment of Death Claim

We will require the following primary documents in support of a Death claim to enable processing of the claim intimation under the Policy. All benefits will be paid to the "Claimant" as defined in Section B.

In case of Natural Death:

o Death Certificate issued by the local authority or the authority authorized to issue the same under the Registration of Births and Deaths Act, 1969; and

- o Claimant's statement in prescribed form In case of Unnatural Death:
- o Certificate of the Doctor / Medical Officer certifying the cause of death; post mortem report, First Information Report, Inquest Report and the Final Investigation Report of the Police;
- o Death Certificate issued by the local authority or the authority authorized to issue the same under the Registration of Births and Deaths Act, 1969; and
- o Claimant's statement in prescribed form

We are entitled to ask for additional documents (including Policy document) or information for the processing of the claim. We may also seek professional/independent assistance for speedy disposal of the claim. You and/or the Nominee/legal heir/s shall have no objection for Us to obtain any details/information to form an opinion about the claim.

#### F.6 Force Majeure

If due to any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances which are beyond our control, which restricts performance of our obligations of the Company, the performance of this Contract will be wholly or partially suspended during the continuance of such force majeure conditions.

#### F.7 Electronic transactions

You shall adhere to and comply with all such terms and conditions as We may prescribe from time to time. Any transactions carried out by or through any electronic facilities or means established by or on behalf of Us, in respect of the Policy, shall constitute legally binding and valid transactions on You.

#### F.8 Taxation

The tax benefits and Benefits payable under the Policy would be as per the prevailing provisions of the tax laws in India. We reserve the right to recover statutory levies including Goods & Services Tax by way of adjustment to the Policy Premiums payable or make necessary recoveries from the benefits payable under the Policy.

# PART G

### G.I Notices

Any notice, direction or instruction given to Us under the Policy shall be in writing and delivered by hand, post, facsimile or from registered electronic mail to:

Aegon Life Insurance Company Limited,
Building No. 3, Third floor, Unit No. I
NESCO IT Park, Western Express Highway
Goregaon (E), Mumbai 400 063
Toll free number: 1800 209 9090
E-mail: customer.care@aegonlife.com
or such other address as may be informed by Us.

Customer Service Department

Any notice, direction or instruction to be given by Us under the Policy shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail at the updated address in the records of the Company.

You are requested to communicate any change in address and contact details immediately to enable us to serve You promptly.

#### G.2 Applicable Law

This Policy is subject to the provisions of the laws of India.

#### G.3 Currency and Payment

All payments to or by the Company will be in Indian rupees and shall be in accordance with the prevailing regulations and other relevant laws of India.

#### G.4 Consumer Grievance Cell:

You may reach us for any complaints/ grievances in any of the following manner:

- a. By calling the Toll Free Number 1800 209 9090 between 9 a.m. to 7 p.m. Monday to Saturday (excluding National holidays) or
- b. By writing an e-mail to customer.care@aegonlife .com or
- c. By registering the grievance on our website at www.aegonlife.com

In case of disagreement with our response or resolution of the grievance or of no-response within 15 days, the grievance can be escalated to Grievance Redressal Officer by an e-mail to grievance.manager@aegonlife.com or written letter at

Grievance Redressal Officer
Aegon Life Insurance Company Limited,
Building No. 3, Third floor, Unit No. I
NESCO IT Park, Western Express Highway
Goregaon (E), Mumbai 400 063

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

IRDAI Grievance Call Centre (IGCC)
Toll Free No:155255 or 1800 4254 732
Email ID: complaints@irda.gov.in

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

You can also register Your complaint through fax/letter by submitting Your complaint to:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheerbagh
Hyderabad – 500 029, Andhra Pradesh
Fax No: 91- 40 – 6678 9768

### G.5 Insurance Ombudsman

In case You are not satisfied with the decision/resolution or have not received any reply to Your complaints/ grievances within a period of 15 days, You may approach to the Insurance Ombudsman, if your complaint pertains to:

- i. Delay in settlement of claim;
- ii. Any partial or total repudiation of claim;

- iii. Disputes over Premium paid or payable in terms of the Policy;
- iv. Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- v. Legal construction of the policies in so far as such disputes relate to claim;
- vi. Policy servicing related grievances against Insurers and their agents and intermediaries;
- vii. Issuance of life insurance policy which is not in conformity with the proposal form submitted by the proposer;
- viii. Non-issue of Policy document to customers after receipt of Policy Premiums;
- ix. Any other matter resulting from violation of provisions of Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the Policy contract, in so far as they relate to clauses (I) to (vi) above.

The Ombudsman shall act as a counsellor and mediator to the matters specified above provided there is written consent of the parties to the dispute.

You or your legal heirs, nominee or assignee can make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located. The complaint shall be in writing, duly signed by You or your legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

No complaint to the Insurance Ombudsman shall lie unless—

- (a) the complainant makes a written representation to the insurer named in the complaint and—
  - (i) either the insurer had rejected the complaint; or
  - (ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or
  - (iii) the complainant is not satisfied with the reply given to him by the insurer;
- (b) The complaint is made within one year—
  - (i) after the order of the insurer rejecting the representation is received; or
- (ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
- (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant  $\cdot$ .

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.

The addresses of the Insurance Ombudsman are given on the last page of this document. You are requested to visit the website of the Company for updated information on contact details of the Company and Insurance Ombudsman.



#### <Customer Name>

<Customer Address>

<xxx xxxxx xxxxxx >

<xxx xxxxx xxxxxx >

<xxx xxxxx xxxxxx >

Product Name

Branch

<Customer Contact No. >

## First Premium Receipt

Date	
Policy Number	
Agent	
Name of the Policyholder	
Premium Amount ₹ (in figures)*	:
Premium Amount Rupees (words)*	:
Premium Amount for WoP on CI Rider ₹	:
Premium Amount for iDisability Rider ₹	:
Total Premium Amount ₹ (In Figures)	:
Total Premium Amount ₹ (In Words)	:
Next Premium Due Date	:
Frequency Mode	:
Date of Inception of Policy	:

Aegon Life iTermForever Insurance Plan (UIN: 138N061V01)

Rhubergan

Authorised Signatory

Eligible for benefits as applicable under the prevailing Income Tax Act, 1961 premium paid under the plan is eligible for Tax Benefits u/s 80 c#

\* Goods & Services Tax & Krishi kalyan Cess at applicable rates. Service tax registration number: xxxxxxxx under category Life Insurance. #Tax Benefit is subject to provisions of Income Tax Act

### IRDAI Company Registration Number:138

Registered Office: Aegon Life Insurance	Tel: +91 226118 0100,	• 1800 209 90 90 (Toll free, 9 am to 7 pm, Mon to Sat)
Company Limited. Building No.3, Third Floor,	Fax: +91 2261180200/300,	MENU to 9221-010101
Unit No. I, NESCO IT Park, Western Express	Corporate Identity No:	© customer.care@aegonlife.com
Highway Goregaon (E), Mumbai - 400063.	U66010MH2007PLC169110	• www.aegonlife.com

### Annexure I

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

Assignment or transfer of a life insurance policy is as below in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. 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 assignment on which assignment is made.
- 4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
- a. not bonafide or
- b. not in the interest of the policyholder, or
- c. not in public interest or
- d. is for the purpose of trading of the insurance policy.
- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance policy would depend on the
- date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and

the assignee or transferee shall be deemed to be absolute assignee or transferee, except  $\frac{1}{2}$ 

- a. where assignment or transfer is subject to terms and conditions of transfer or assignment  $\mathsf{OR}$
- 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) Ordinance, 2014 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list as mentioned in Insurance Act, 1938 (as amended from time to time), but only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]

### Annexure 2

### Section 39 - Nomination

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. 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.
- II. 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 amendment of Insurance Act, 1938 (i.e.26.12.2014).
- 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 Act 1938 (as amended from time to time), 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 as mentioned in Insurance Act 1938 (as amended from time to time), but only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]

### Annexure: 3

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 from time to time are as follows:

- $I. \quad \text{No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from} \\$
- 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.

[Disclaimer:This is not a comprehensive list as mentioned Insurance Act 1938 (as amended from time to time) but, only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]

For unattended grievances of the Policyholders with respect to their suggestions or complaints, Central Government has established offices of insurance ombudsman who are empowered to receive and consider complaints regarding life insurance from any person who has any grievance against an insurer.

# **Ombudsman**

Address & Contact Details of Ombudsman Centres

Office of The Governing Body of Insurance Council (Monitoring Body for Offices of Insurance Ombudsman)

3rd Floor, Jeevan Seva Annexe, Santacruz (West), Mumbai – 400054. Tel no: 26106671/6889.

Email id: inscoun@gbic.co.in website: www.gbic.co.in

If you have a grievance, approach the grievance cell of Insurance Company first. If complaint is not resolved/ not satisfied/not responded for 30 days then You can approach The Office of the Insurance Ombudsman (Bimalokpal) Please visit our website for details to lodge complaint with Ombudsman.

Tel.:- 0361-2132204/5 Fax: 0361-2732937

6-2-46, 1st Floor, Moin Court, A.C. Guards,

Email: bimalokpal.guwahati@gbic.co.in

Office of the Insurance Ombudsman,

Tel:040-65504123/23312122 Fax:

Email: bimalokpal.hyderabad@gbic.co.in

Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Ashram Rd, **AHMEDABAD-380 014.** Tel.:- 079-27545441/27546840 Fax:

079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in

Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya

BHOPAL-462 003.

62, Forest Park,

Tel.:- 0755-2769201/9202 Fax: 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in

Office of the Insurance Ombudsman,

Office of the Insurance Ombudsman, ERNAKULAM-682 015.

HYDERABAD-500 004.

Lakdi-Ka-Pool,

040-23376599

Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in

Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R.Avenue,

> **KOLKATA - 700072.** Tel No: 033-22124339/22124346 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in

Office of the Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, CHENNAI-600 018. LUCKNOW-226 001.

> Tel: 0522 -2231331/2231330 Fax: 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in

Office of the Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W),

MUMBAI-400 054. Tel: 022-26106960/26106552 Fax: 022-26106052

Email: bimalokpal.mumbai@gbic.co.in

Office of the Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, S.S. Road, Ground Floor, Jeevan Nidhi II, Bhawani Singh **GUWAHATI-781 001.** Road.

JAIPUR - 302005. Tel: 0141-2740363

Email: bimalokpal.jaipur@gbic.co.in

Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet

**PUNE - 411030.** Tel: 020-32341320 Email: Bimalokpal.pune@gbic.co.in

Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, 24th Main Road, Jeevan Soudha Bldg., JP Nagar, 1st Phase, Ground Floor

**BENGALURU - 560025.** Tel No: 080-26652049/26652048 Email: bimalokpal.bengaluru@gbic.co.in

Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, NOIDA - 201301. Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in

Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, **PATNA - 800006** Tel No: 0612-2680952 Email id:bimalokpal.patna@gbic.co.in

BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax:

0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in

Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building,

Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2772101 Fax:

0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in

Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet,

Tel.:- 044-24333668 /24335284 Fax: 044-24333664 Email: bimalokpal.chennai@gbic.co.in

**NEW DELHI-110 002.** 

Tel.:- 011-23234057/23232037 Fax: 011-23230858 Email: bimalokpal.delhi@gbic.co.in

Vist our website www.aegonlife.com for the updated ombudsman list.