

STANDARD TERMS & CONDITIONS

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

Product-Aviva Little Master (Non-participating plan)

The Insured Policyholder's proposal on behalf of himself and the Insured Kid is the basis of the insurance provided by, and is part of, the Policy Document, which also consists of these Standard Terms & Conditions, the Schedule and any annexures/ table and/or unit statements attached to it.

1) Interpretation & Definitions

- a) In this Policy Document, where appropriate, references to the singular include references to the plural, references to the male include the female and references to any statute include subsequent changes to that statute.
- b) The following words or phrases have the meanings given to them below wherever they appear in the Policy Document:
 - i) Age means age last birthday.
 - ii) Commencement Date means the date the Policy commenced, as specified in the Schedule.
 - iii) Death Benefit means the amount payable in the manner set out in Article 3)a) and 3)b).
 - iv) Funds means the internal investment funds established and managed by Us in accordance with Articles 7) and 9).
 - v) Fund Value means the total number of units held in the unit account multiplied by their respective Unit Price.
 - vi) Insured Kid means the child named in the Schedule.
 - vii) Insurance Commencement Date for the Insured Kid and the Insured Policyholder means the respective dates specified in the Schedule.
 - viii) Insured Policyholder means the adult named in the Schedule who has concluded this Policy with Us.
 - ix) Maturity Date means the date specified in the Schedule on which benefits become payable per Article 3)c).
 - x) Minimum Maturity Price means the price calculated by reference to the respective Unit Price applicable at the time of the allocation of units in the Secure Fund (compounded yearly at the rate of 3% per annum and reduced by the Fund Management Charge as applicable to the Secure Fund from the date of allocation of units to the Maturity Date).
 - xi) Nominee means the person nominated per Article 10) to receive the Death Benefit, and such person shall continue to be the Nominee unless and until the Insured Kid amends the nomination after attaining Age 18.
 - xii) Policy means the arrangements established by this Policy Document.
 - xiii) Policy Anniversary means the annual anniversary of the Commencement Date.
 - xiv) Policy Term means the period between the Commencement Date and the Maturity Date.
 - xv) Policy Year means the year commencing on the Commencement Date or an anniversary thereof.
 - xvi) Premium Payment Term means the period between the Commencement Date and the date specified in the Schedule, during which Regular Premium is payable.
 - xvii) Premium Waiver Benefit means the waiver of future Regular Premium described in Article 3b)i)2).
 - xviii) Regular Premium means the amount of premium payable by the Insured Policyholder in regular instalments in the manner and at the intervals (Premium Frequency) specified in the Schedule.
 - xix) Schedule means the schedule (including any annexures/unit statements/tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
 - xx) Sum Assured means the amount specified in the Schedule.
 - xxi) Surrender Value means the surrender value payable in accordance with Article 5).
 - xxii) Top Up Premium means payments (apart from Regular Premium payments) received from the Insured Policyholder during the Policy Term.
 - xxiii) Unit Price means the price per Article 9) at which We allocate or redeem units in each of the Funds on that day.
 - xxiv) We, Our and Us means the Aviva Life Insurance Company India Limited.

2) Payment of Regular Premium, Grace Period & Reinstatement, and Dealings with the Policy

- a) Regular Premiums are payable in the amounts, frequency and for the term specified in the Schedule. Premium shall become due on every Policy Anniversary, if the Premium Frequency is annual. If the Premium Frequency is half yearly, or quarterly, or monthly, then the Premium shall become due on the day corresponding with the Commencement Date in every half-year, quarter or month respectively. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be the due date.
- b) If We do not receive the Regular Premium due during the first 3 Policy Years from the Commencement Date then:
 - i) We will allow a 30-day grace period from the due date of the first instalment of unpaid Regular Premium. During this grace period, the benefits under Article 3) and Riders, if any, will continue to apply.
 - ii) If the Regular Premium due is not received within the grace period and the due date of the first unpaid Regular Premium is:
 - (1) Less than or equal to 12 months from the Commencement Date, the Policy will lapse with all risk cover under Article 3 and the benefits under Riders, if any, ceasing immediately and no benefits shall be payable other than the Fund Value as at the date of notification of death of either the Insured Policyholder or the Insured Kid, at which time the Policy shall automatically terminate. Except when either the Insured Policyholder or the Insured Kid has died, the Insured Policyholder may reinstate the Policy within 2 years of the due date of the first unpaid instalment of Regular Premium, provided the Insured Policyholder has complied with Article 2d). If the Insured Policyholder does not reinstate the Policy within the aforesaid two year period, the Policy will automatically terminate at the date of the expiry of the reinstatement period and We will calculate the value of accumulation units attributable to Top Up Premium at the Unit Price applicable on the date of expiry of the reinstatement period, if any, and pay the same to the Insured Policyholder at the expiry of the reinstatement period or the commencement of the fourth Policy Year, whichever is later. During the period upto the date of possible reinstatement, the charges as specified in the Schedule, except the Mortality Charge and Rider charges, if any, will continue to be deducted.
 - (2) Greater than 12 months but less than or equal to 36 months from the Commencement Date, then all risk cover under Article 3 and the benefits under Riders, if any, shall cease immediately and no benefits shall be payable other than the Fund Value as at the date of notification of death of either the Insured Policyholder or the Insured Kid, at which time the Policy shall automatically terminate. Except when either the Insured Policyholder or the Insured Kid has died, the

- Insured Policyholder may reinstate the Policy within two years of the due date of the first unpaid instalment of Regular Premium subject to Article 2)d). If the Policy is not reinstated within the aforesaid two year period, the Policy shall automatically terminate at the date of the expiry of the reinstatement period and Surrender Value shall be payable. During the period upto the date of possible reinstatement, the charges as specified in the Schedule, except the Mortality Charge and Rider charges, if any, will continue to be deducted.
- c) If We do not receive the Regular Premium due after the first 3 consecutive Policy Years from the Commencement Date, and provided the Insured Policyholder has paid Regular Premium due for the first 3 consecutive Policy Years, then:
- i) We will allow a 30-day grace period from the due date of first instalment of unpaid Regular Premium. During this grace period, the benefits under Article 3) and Riders, if any, will continue to apply.
 - ii) If the Regular Premium due is not received within the grace period of 30 days from the due date of the first unpaid instalment of Regular Premium then, the Policy may be reinstated within 2 consecutive years from the due date of the first instalment of unpaid Regular Premium. The benefits under Article 3) and Riders, if any, will continue to apply. During the period upto the date of possible reinstatement, the charges as specified in the Schedule (including Rider charges, if any) will continue to be deducted.
 - iii) The Insured Policyholder may exercise any of the 3 options during the 2 year reinstatement period:
 - (1) Reinstate the Policy subject to Article 2)d).
 - (2) Surrender the Policy in accordance with Article 5), upon which the Policy shall automatically terminate and We will pay the Insured Policyholder a Surrender Value;
 - (3) Continue the Policy beyond the reinstatement period without paying further Regular Premium, provided We receive a written notice from the Insured Policyholder within sixty days of the due date of the first unpaid premium, requesting Us to continue the Policy. If We accept the Insured Policyholder's request:
 - (a) We will continue the Policy with full Death Benefit being in force and will continue to levy charges as specified in the Schedule, and
 - (b) No premium waiver benefit per Article 3b)i)2) shall be payable on the death of the Insured Policyholder.
 - (c) All the riders on the life of Insured Policyholder shall also cease.
 - iv) If the Insured Policyholder fails to exercise any of the options specified in Article 2)c)iii), then the Policy and all available benefits per Article 3) shall automatically terminate at the expiry of the reinstatement period and We shall pay the Surrender Value to the Insured Policyholder.
- d) Reinstatement of the Policy shall also be subject to:
- i) The Insured Policyholder informing Us in writing at least 7 days prior to the end of the reinstatement period of the intention to reinstate and the proposed date when the Insured Policyholder wishes to do so. The reinstatement of the Policy shall be subject to Our underwriting requirements, as applicable from time to time, and We reserve the right to obtain additional information before reinstating the Policy.
 - ii) The Insured Policyholder paying in advance all Regular Premium that would have been payable from the date of default to the proposed date of reinstatement.
 - iii) The Insured Policyholder agreeing that there is no obligation on Us to reinstate the Policy even if the Insured Policyholder has given Us all documentation or restrict the terms upon which We may agree to reinstate, the decision as to which shall be in Our sole and absolute discretion.
 - iv) The reinstatement of the Policy shall not take effect until We have approved the Insured Policyholder's request for reinstatement which shall only be evidenced by an express written communication from Us confirming this.
- e) During the period of grace, the charges as specified in the Schedule will continue to be made.
- f) Payment of Top Up Premium shall be allowed subject to the following:
- i) The maximum amount of Top Up Premium which can be paid during a Policy Year and the total amount of Top Up Premium paid on any particular date under the Policy shall not exceed 25% of the total amount of Regular Premiums paid till that date.
 - ii) Our receipt of Top Up Premium will not alter the Sum Assured.
 - iii) Payment of Top Up Premium is allowed if all the due instalments of Regular Premium till the date of the payment of the Top Up Premium have been paid.
 - iv) No Top Up Premium shall be allowed after We have been notified of the Insured Policyholder's death or after a claim has been accepted for payment under the Comprehensive Health Benefit Rider, if any.
- g) Immediately and automatically upon the Insured Kid attaining Age 18:
- (1) The Policy shall vest in the Insured Kid.
 - (2) The Insured Kid shall solely become entitled to exercise any and all rights that may be exercised by the Insured Policyholder in relation to the Policy.
 - (3) The Insured Kid shall solely become obliged to accept and discharge any and all responsibilities of the Insured Policyholder in relation to the Policy.
 - (4) The Insured Policyholder shall continue solely as a life assured.
- h) No Loan shall be available under this Policy.

3) **Benefits**

a) **Death Benefit – on Insured Kid's death**

- i) If the Insured Kid dies before the Insurance Commencement Date, then:
 - (1) We will pay the Fund Value of units attributable to Regular Premium.
 - (2) We will make payment to the Insured Policyholder, or to his Nominee if the Insured Policyholder has also died.
- ii) If the Insured Kid dies after the Insurance Commencement Date but before the Maturity Date (even if the Insured Kid has attained Age 18), then:
 - (1) We will pay the higher of:
 - o the Sum Assured, less partial withdrawals made from units pertaining to Regular Premium within two years immediately prior to the date of death; and
 - o the Fund Value of units attributable to Regular Premium.
 - (2) We will make payment to the Insured Policyholder, or to the Nominee if the Insured Policyholder has also died.
- iii) We will in either case also pay the Fund Value of units attributable to Top Up Premium (if any has been received).
- iv) No benefit other than the Fund Value as on the notification of death, if any, is payable if the Insured Kid's death occur due to suicide or attempted suicide within 12 months of the Commencement Date.

- v) The Fund Value of units will be calculated at the Unit Price on the date We are notified of the Insured Kid's death in writing and the Policy will immediately terminate at that time.

b) **Death Benefit on Insured Policyholder's death**

- i) If the Insured Policyholder dies, then subject to ii) below:
- (1) We will pay the Sum Assured to the Nominee or if the Insured Kid has attained Age 18, then to the Insured Kid.
 - (2) We will waive the payment of all future Regular Premium, and the Policy shall continue until the earlier of the Maturity Date and the date of notification of the death of the Insured Kid. We will ensure that units equivalent to the amount of future Regular Premium waived are created in the unit account and invested in various Funds in the same allocation proportion as was prevailing before the date of notification of death. The Unit Price applicable on the date of notification of death shall be used for the creation of such units.
 - (3) The Policy shall be vested in the Nominee until the Insured Kid attains Age 18. The Nominee shall not be permitted to make any partial withdrawals or effect any switches or amendments or otherwise alienate or assign or surrender the Policy. It is hereby understood and agreed that the Nominee shall merely hold the Policy during the minority of the Insured Kid.
 - (4) No Top Up Premium shall be allowed.
- ii) No benefit other than the Fund Value as on the notification of death, if any, is payable if the Insured Policyholder's death occurs due to suicide or attempted suicide within 12 months of the Commencement Date and the Policy shall automatically terminate on the Insured Policyholder's death.

c) **Maturity Benefit**

- i) If the Insured Kid is alive on the Maturity Date, We will pay the Insured Kid the Fund Value of units attributable to Regular Premium and Top Up Premium as at that date.
- ii) We will provide a guaranteed addition at maturity if:
- (1) The Insured Kid is living on the Maturity Date, and
 - (2) All Regular Premiums due have been paid to Us, and
 - (3) The Policy Term is 10 years or more.
- To determine the amount of the guaranteed addition at maturity We shall apply the percentage shown in the table below to the units pertaining to Regular Premium only, existing as at the Maturity Date:

<u>Policy Term</u>	<u>Guaranteed Addition at Maturity</u>
10 – 14	4%
15 – 19	6%
20 & above	7%

iii) **Minimum Guarantee on Maturity**

We guarantee that the value of the total number of units in the Secure Fund at the Maturity Date shall not be less than the sum of all units in the Secure Fund as at the Maturity Date multiplied by their respective Minimum Maturity Price as at the Maturity Date, provided that:

- (1) There has been no switch to or from the Secure Fund at anytime during the currency of the Policy.
- (2) All Regular Premiums due have been paid to Us, and
- (3) This guarantee shall not apply to:
 - o Units in respect of any Funds other than the Secure Fund.
 - o Units attributable to Top Up Premium.

d) **Income Benefit**

If the Insured Policyholder dies and the Income Benefit Rider is opted for and in force, then if the Insured Kid is less than 17 years of age We will also pay 10% of the Income Benefit Rider Sum Assured as specified in the Schedule at the next Policy Anniversary and each subsequent Policy Anniversary on which the Insured Kid is alive until the Policy Anniversary coinciding with or immediately following the Insured Kid attaining Age 17.

- e) The Policy will immediately terminate on the benefits outlined in Articles 3(a), or 3(c) becoming payable.

4) **Partial Withdrawals**

- a) The Insured Policyholder can make upto 4 partial withdrawals in a Policy Year.
- b) The proposed partial withdrawal will first be met from the cancellation of accumulation units attributable to Top Up Premium that have been in existence for at least 3 years.
- c) If no accumulation units attributable to Top Up Premium are available or (if available) their value is less than the proposed amount of partial withdrawal, then any shortfall between the amount of proposed partial withdrawal and the sum realised from the cancellation of accumulation units attributable to Top Up Premium may be met by cancelling accumulation units attributable to Regular Premium if:
- The Policy is in the last 5 Policy Years; and
 - All the due Regular Premiums have been paid; and
 - The proposed partial withdrawal is in accordance with the table below:

<u>Policy Year</u>	<u>Maximum Permissible Partial Withdrawal from accumulation units attributable to Regular Premium</u>
Fifth last Policy Year	15% of the Fund Value of units attributable to Regular Premium as at the beginning of the fifth last Policy Year.
Fourth last Policy Year	<p><u>Standard:</u> Upto 15% of the Fund Value of units attributable to Regular Premium as at the beginning of the fourth last Policy Year.</p> <p><u>Conditional:</u> Upto 30% of the Fund Value of units attributable to Regular Premium as at the beginning of the fourth last Policy Year if no partial withdrawals were made in the fifth last Policy Year.</p>

Third last Policy Year	<p>Standard: Upto 15% of the Fund Value of units attributable to Regular Premium as at the beginning of the third last Policy Year.</p> <p>Conditional:</p> <ul style="list-style-type: none"> - Upto 45% of the Fund Value of units attributable to Regular Premium as at the beginning of the third last Policy Year, if no partial withdrawals were made in the fourth last and fifth last Policy Years. - Upto 30% of the Fund Value of units attributable to Regular Premium as at the beginning of the third last Policy Year if partial withdrawals were made in the fifth last Policy Year but not in the fourth last Policy Year.
Second last Policy Year	75% of the Fund Value of units attributable to Regular Premium as at the beginning of the second last Policy Year.
Last Policy Year	75% of the Fund Value of units attributable to Regular Premium as at the beginning of the last Policy Year.

5) Surrender Value

- a) After the completion of the first three Policy Years, the Policy will acquire a surrender value if Regular Premium due for at least the first Policy Year has been received in full. The surrender value will be equal to:
 - i) The value of initial units at the Unit Price applicable on the date of redemption, after deducting the surrender charge on initial units as specified in the Schedule, plus
 - ii) The value of accumulation units attributable to Regular Premium at the Unit Price applicable on the date of redemption after deducting the surrender charge on Accumulation Units as specified in the Schedule, plus
 - iii) The value of accumulation units attributable to Top Up Premium at the Unit Price applicable on the date of redemption. No surrender charge shall be levied for accumulation units attributable to Top Up Premium.
- b) After the Insured Policyholder has paid Regular Premium for at least 3 years, if the Surrender Value of units attributable to Regular Premium becomes equivalent to one full year's Regular Premium, then We shall send the Insured Policyholder notice of termination and pay the surrender value calculated in accordance with Article 5)a).

6) Units & Unit Account

- a) On the Commencement Date, we will open a unit account. We will apply the Insured Policyholder's Regular Premium and Top Up Premium to the allocation of units to that unit account by reference to the Funds chosen by the Insured Policyholder, in the allocation proportion specified, after adjusting for the applicable allocation rate. The Funds, allocation proportion and allocation rate are set out in the Schedule. The allocation of units will be carried out at the Unit Price.
- b) The Regular Premium paid during the first Policy Year will be used to allocate initial units. All other Regular Premium and all Top Up Premium will be used to allocate accumulation units.
- c) The Insured Policyholder may request a premium redirection by changing the allocation proportion upto 2 times in any Policy Year by informing Us in writing of the changes the Insured Policyholder wishes to make. The changed allocation proportion will only apply to premiums received after We are satisfied that the proposed change is in line with Our rules applicable at that time. The allocation proportion for any Fund chosen by the Insured Policyholder may range between 10% and 100%.
- d) The Insured Policyholder can switch units between available Funds at any time by informing Us in writing of the switch proposed to be made. The first 4 switches in a Policy Year are free of Switching Charge. Subsequent switches will attract the Switching Charge specified in the Schedule. We will process a switch after receiving a written request from the Insured Policyholder and only if We are satisfied that the proposed switch is in line with Our rules applicable at that time for switching, and that the amount switched and the balance remaining in the Fund from which Units are to be switched, after the proposed switch, are at least Rs.10,000/- and Rs.5,000/- respectively or such other minimum amounts (unless the Insured Policyholder wishes to switch 100% to another Fund) We may specify from time to time.
- e) We will make the switch by allocating units in the Fund the Insured Policyholder wishes to switch in, equivalent to the amount the Insured Policyholder wishes to be switched. Thereafter, We will redeem units for an amount equivalent to the Switching Charge as specified in the Schedule from the Fund the Insured Policyholder has switched in. For each transaction, We will use the Unit Price of the respective Fund that applies on the day of that transaction.
- f) The right to switch units shall not exist if any Regular Premium is outstanding or if the Insured Policyholder has died and the Policy is being held by the Nominee or the legal guardian of the Insured Kid. Once the Insured Kid has attained Age 18, the right to make switches will be available to such person.

7) Funds

- a) Subject to the approval of Insurance Regulatory and Development Authority (or any such body authorised by Government of India to approve such changes), We reserve the right to add, close or amend any Fund or its investment objectives. The only Funds available for the Insured Policyholder to invest in and the investment objectives of each Fund are described in the Annexure 1 of the Schedule. We shall send the Insured Policyholder details of any change We may decide to make at least 3 months prior to such change becoming effective.
- b) Units are a proportionate part of a Fund and will be created in a Fund when assets of an equivalent value are added to the portfolio of assets to which the Fund is referenced. The unit account, the units and the allocation of units to the unit account are notional and are designed for the sole purpose of determining the benefits under the Policy.
- c) Assets may only be withdrawn from the portfolio of assets to which the Fund is referenced when units of equal value to those assets are redeemed in the Fund. Income received from assets referenced to a Fund will be added to these assets. The amount after allowing for tax, if any, will alter the value of each existing unit of the respective Fund.
- d) We do not guarantee the price or value of the units. The price or value of any unit and Fund will fluctuate depending upon the performance of the underlying assets. The assets and any income arising from these assets shall remain Our property at all times. The Policy does not confer on the Insured Policyholder or any other person any title to or any beneficial interest in any of Our assets, or to any income from these assets.

8) Payment of Benefits

- a) It is a condition precedent to Our liability to make any payment that:
 - i) We are informed of the claim in writing without delay, and in any event within 90 days of the occurrence giving rise to such claim.

ii) We are provided with the opportunity of establishing to Our satisfaction that a claim is payable and the amount of that claim, for which purpose We shall be entitled to receive all reasonable cooperation in terms of providing documentation and information (where applicable), including but not limited to:

- (1) Our claim form duly completed.
- (2) The Policy Document.
- (3) Evidence of date of birth if We have not admitted age.
- (4) The original or a legalised copy of the death certificate showing the circumstances and cause and the date of death.
- (5) Any other documentation We request.

9) Valuation of Funds, Unit Price & Charges

- a) We will deduct Policy charges from the unit account. The Schedule contains the list of charges and the manner in which they will be deducted.
- b) The Unit Price of units of each Fund shall be determined daily as per the regulations/guidelines issued by the Insurance Regulatory and Development Authority or any such body authorised by the Government of India to issue such regulations /guidelines from time to time (the 'Valuation Date'). As per the current guidelines issued by the Insurance Regulatory and Development Authority, We will determine the Unit Price of each Fund daily as per the following formula: -
Unit Price = Net Asset Value ("NAV") divided by the number of Units existing in the Fund at the Valuation Date (before any new Units are allocated or redeemed).
The NAV can be calculated in either of the following 2 methods:
 - i) **When appropriation price is applied:** The NAV of a Fund shall be computed as the market value of investments held by the Fund plus the expenses incurred in the purchase of the assets plus the value of any current assets plus any accrued income net of Fund Management Charge less the value of any current liabilities and provisions, if any. This is applicable when We are required to purchase assets to allocate units at the Valuation Date.
 - ii) **When expropriation price is applied:** The NAV of a Fund shall be computed as the market value of investments held by the Fund less the expenses incurred in the sale of the assets plus the value of any current assets plus any accrued income net of Fund Management Charge less the value of any current liabilities and provision, if any. This is applicable when We are required to sell assets to redeem units at the Valuation Date.The Unit Price of units of a Fund will be rounded by not less than three decimal places.
- c) We shall deduct all expenses, costs and duties related to the purchase and sale of assets of the Funds.
- d) We will make all decisions about the selection and valuation of the assets to which a Fund is referenced.

10) Nomination & Assignment

- a) The Insured Policyholder may appoint a nominee to receive the death benefit if his death occurs. We must be informed in writing of any change of nominee. Any nomination and any change in nomination will take effect only when We register the same in Our records and We send an endorsement confirming the identity of the nominee or the new nominee.
- b) If there is more than one Nominee and a Nominee dies before a payment becomes due then We will pay the other Nominees in proportion to their designated shares as specified in the Schedule, and if there are no nominees then We will pay the legal guardian of the Insured Kid where the Insured Kid has not attained Age 18.
- c) The Insured Policyholder may assign this Policy. An assignment shall automatically cancel any nomination except if the assignment is in Our favour. No assignment shall be effective against Us until We have received notice of the assignment.
- d) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

11) Unit Encashment Conditions

- a) Units will be redeemed or created at their Unit Price on the date of redemption or creation of those Units.
- b) Subject to any changes notified by the Insurance Regulatory & Development Authority or any such body authorised by the Government of India to notify such changes, receipt of premium or valid requests for unit switching or payments (including those under Article 3, Article 4 or Article 5 but excluding outstation cheques or demand drafts) received at any of Our branch offices:
 - i) At or before 3:00 pm on a particular day will be processed at the closing Unit Price on that day, and
 - ii) After 3:00 pm on a particular day will be processed at the closing Unit Price on the next business day, unless in either case the payment comprises outstation cheques or demand drafts, in which case the payment will be processed at the closing Unit Price on the day of realisation.

12) Miscellaneous

- a) **Loss of the Policy Document**
 - i) We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and to call for such evidence of the loss of the Policy Document, at the Insured Policyholder's expense, as We consider necessary before issuing a copy of the Policy Document. We have the right to charge a fee for the issue of a copy of the Policy Document.
 - ii) It is hereby understood and agreed that Insured Policyholder will protect Us and hold Us harmless against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of issuance of duplicate Policy Document.
- b) **Correspondence**
 - i) The Insured Policyholder or (to the extent required) the Nominee if the Insured Policyholder is not alive must give Us all notices, instructions and correspondence, including notices of transfer, assignment, nomination or other transactions in writing at Our address specified in the Schedule or at any of Our Branch Offices.
 - ii) The Insured Policyholder or in case the Insured Policyholder is not alive, the Nominee of the Insured Policyholder should notify Us of any change in his/her address or the Nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.
- c) **Fraud**

If the Insured Policyholder or the Insured Kid or a Nominee or claimant or anyone acting for any of them or with their knowledge makes any misleading, false or fraudulent claim then this Policy shall be void and any benefits hereunder shall be forfeited.

- d) **Currency & Territorial Limits**
All premiums and benefits are payable within India and in the currency of the Policy as specified in the Schedule.
- e) **Governing Law**
This Policy and the applicable terms and conditions are subject to and shall be construed in accordance with Indian law.
- f) **Entire Contract**
The Policy Document comprises the entire contract between the Insured Policyholder and Us, and it cannot be changed or altered unless We approve it in writing by endorsement on the Schedule. The insurance agent is not authorised by Us to amend the Policy Document, or to accept any notice on Our behalf.
- g) **Agent's Authority**
i) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
ii) The insurance agent is not authorised to collect money in any form that is meant for Us. If the Insured Policyholder pays money in any form to an insurance agent that is meant for Us towards payment of Premium, the insurance agent shall be acting only as the Insured Policyholder's representative and at the Insured Policyholder's sole risk.
- h) **Section 45 of the Insurance Act, 1938**
In accordance with Section 45 of the Insurance Act 1938:
i) No Policy shall after the expiry of two years from the Commencement Date be called into question by Us on the ground that a statement made in the Proposal or in any report of a medical officer or referee, or the Insured Policyholder's friend, or in any other document leading to the issue of the Policy Document was inaccurate or false unless We show that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Insured Policyholder and that the Insured Policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.
ii) Nothing in Article 12(h)i) shall prevent Us from calling for proof of age at any time if We are entitled to do so, and no Policy shall be deemed to be called into question merely because the terms of the Policy Document are adjusted on subsequent proof that Insured's age was incorrectly stated in the Proposal. If there is a change in or amendment to Section 45 of the Insurance Act, 1938, then it is agreed that Our rights to call into question any Policy shall be as per the change in or amendment to the law on the date when the Policy is called into question.

INCOME BENEFIT RIDER

1) General Provisions

- a) The Schedule will show if this Rider is in force.
- b) This Rider is subject to the Standard Terms & Conditions of the Base Plan as well as the Rider Terms & Conditions.
- c) Terms defined in the Base Plan are also applicable to these Rider Terms & Conditions.
- d) Life Insured means the person whose life is insured under this Rider, as specified in the Schedule.

2) Income Benefit

Upon the Life Insured's death, an income expressed as a percentage of Income Benefit Rider Sum Assured will be payable in the manner and over a term as described in the Base Plan.

3) Rider Duration

This Rider will terminate on the earlier of:

- a) The Maturity Date.
- b) The Policy Anniversary coinciding with or immediately following the Life Insured attaining Age 60.
- c) The Policy Anniversary immediately following Our receipt of the Life Insured's written request for cancellation if the written request for cancellation is received within 30 days of such Policy Anniversary. If the Rider is terminated at the Life Insured's request then We shall not issue any further Income Benefit Rider under the Base Plan to which this Rider is attached.
- d) The termination of the Policy (including the death of the Life Insured).

4) Exclusions

No benefit shall be payable under this Rider if the Life Insured's death occurs due to suicide or attempted suicide within 12 months of the Commencement Date.

5) Changes to the Rider Terms & Conditions

- a) Subject to the approval of Insurance Regulatory and Development Authority (or any such body authorised, from time to time, by the Government of India to approve such changes), We reserve the right to change these Rider Terms & Conditions and the benefits conferred by this Rider if there is a change in the law, legislation or taxation affecting Us or the Base Plan. None of these Rider Terms and Conditions may otherwise be waived or modified except by endorsement issued by Us.
- b) We will send written notice of any change We intend to make at least 3 months before the next Policy Anniversary and such changes will be effective from that next Policy Anniversary. If the Life Insured does not agree with the change, then he may terminate the Rider. If he does not agree with the change but does not give us notice within 30 days after We sent notice of it then he will be deemed to have accepted the change.

ACCIDENTAL DEATH BENEFIT RIDER

Article 1 General Provisions

- 1.1 These Special Terms and Conditions apply to the Insurance only if this Rider has been effected as specified in the Schedule.
1.2 This Rider is further governed by the relevant Standard Terms and Conditions applicable to the Base Plan.

Article 2 Insured

- 2.1 A person whose life is the object of this Rider as shown in the Schedule and in the Standard Terms & Conditions of the base plan.

Article 3 Definition

- 3.1 Accidental Death shall mean accidental death caused by violent, external and visible means which arises within 90 days of the said occurrence and which directly and independently of any physical or mental illness results in death.

Article 4 Accidental Death Benefit

- 4.1 Upon the Accidental Death of the Insured during the duration of this Rider, the Company will pay an Accidental Death Benefit in addition to the payment provided for under the Base Plan.
4.2 The Accidental Death Benefit is equal to the Rider Sum Insured as stated in the Schedule.
4.3 The maximum amount payable by the Company under the Accidental Death Benefit under this rider and the Accidental Death and Dismemberment Rider attached to any and all Insurances in respect of the life of the Insured with the Company will be restricted to the amount of Rs.50,00,000.

Article 5 Charge for Rider

- 5.1 The premium or charge for covering the risk under this Rider is payable along with the Base Plan.

Article 6 Duration of the Rider

- 6.1 The Rider will terminate on the earlier of:-
6.1.1 The date mentioned in the Schedule.
6.1.2 Upon the Accidental Death of the Insured.
6.1.3 Cancellation by the Policyholder. The Rider will terminate on the next following Anniversary subject to the condition that a written request for cancellation is received by the Company at least 30 days prior to the Anniversary date.
6.1.4 The termination or cancellation of the Insurance for any other reason, or if the Insurance is converted into a Paid Up Insurance with a zero Sum Insured.

Article 7 Change of Occupation

- 7.1 It is a condition precedent to the Company's liability that the Policyholder or the Insured must inform the Company in writing immediately if the Insured changes occupation or engages in any additional occupation. The Company reserves the right to terminate this Rider if it considers the new or additional occupation to be more hazardous than that stated in the Proposal or previously notified under this condition. If the Company is not notified of such change no benefit shall be payable in the event of Accidental Death. In this event there will be no refund of any charges made in respect of this benefit.

Article 8 Residence

- 8.1 It is a condition precedent to the Company's liability that the Policyholder or the Insured must inform the Company in writing immediately if the Insured takes up permanent residence outside India, or of any period of temporary residence outside India for a continuous period exceeding three months. The Company will revise or cancel the terms of this Rider if it considers the new country of residence to be more hazardous than that stated in the proposal or previously notified under this condition. If the Company is not notified of such change no benefit shall be payable in the event of Accidental Death. In this event there will be no refund of any charges made in respect of this benefit.

Article 9 Claim Procedure

- 9.1 It is a condition precedent to the Company's liability that written notice of a claim must be received by the Company within three months of the Accidental Death. Before any claim is admitted, Accidental Death shall be proved to the satisfaction of the Company. The Claimant shall furnish at his/her own expense all evidence that the Company may require.
9.2 The Company reserves the right to require proof of age before benefit is paid.

Article 10 Exclusions

- 10.1 No benefit will be payable if the Accidental Death is directly or indirectly caused by or related to:
i) Alcohol or drug abuse including drug taking other than prescribed by a qualified and registered medical practitioner, any actual or alleged crime committed or attempted by the Insured, wilful self inflicted injury, suicide or attempted suicide or unreasonable failure to seek or follow medical advice.
ii) Failure to seek and follow medical treatment and advice from a registered and qualified medical practitioner immediately following an accident.
iii) Aviation other than as a passenger in a commercially licensed passenger aircraft.
iv) Engaging in racing of any kind other than athletics or swimming.
v) Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or wilful participation in acts of violence.
vi) Radioactive contamination due to a nuclear accident.
vii) Any mental or functional disorder.
viii) Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.

ix) Any condition existing prior to the Commencement Date. Unless it has been disclosed in the Proposal for the Insurance.

Article 11 Changes to the Special Terms and Conditions

- 11.1 The Company reserves the right to change these Special Terms and Conditions and the benefits conferred by this Rider if there is a change in the law, legislation or taxation affecting the Company or the Base Plan.
- 11.2 None of these Special Terms and Conditions may be waived or modified except by endorsement issued by the Company and signed by an authorised official thereof, except where otherwise stated in the Standard Terms and Conditions.
- 11.3 The Company will notify the Policyholder of any changes to these Special Terms and Conditions and the benefits within four weeks from the date of the change. If the Policyholder does not agree with the change and does not so notify the Company within four weeks after the Company has sent notification thereof, he will be deemed to have accepted the change.

SPECIMEN

COMPREHENSIVE HEALTH BENEFIT RIDER

1) General Provisions

- a) The Schedule will show if this Rider is in force.
- b) This Rider is subject to the Standard Terms & Conditions of the Base Plan as well as the Rider Terms & Conditions.
- c) Terms defined in the Base Plan are also applicable to these Rider Terms & Conditions.

2) Definitions

The following words or phrases have the meanings given to them below wherever they appear in these Rider Terms & Conditions:

a) **Life Insured:**

Life Insured means the person whose life is insured under this Rider, as specified in the Schedule.

b) **Permanent Total Disability:**

A Life Insured shall be regarded as totally and permanently disabled only if, as a result of accidental bodily injury, sickness or disease:

- that Life Insured has suffered loss by physical separation (or loss of use) of two limbs or the complete and irremediable loss of sight in both eyes or the loss by physical separation (or loss of use) of one limb, accompanied by the complete and irremediable loss of sight in one eye (where limb means the entire hand or foot), or
- that Life Insured has been continuously disabled for a period of 1 year and has been determined by the Company to be incapacitated to such an extent as to render that person unable ever to resume work or to attend any gainful employment or occupation.

c) **Critical Illness means:**

i) Heart Attack:

(1) The first occurrence of Heart Attack or myocardial infarction, which means death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial in-farction:

- (a) Typical clinical symptoms (for example, characteristic chest pain);
- (b) New characteristic electrocardiographic changes;
- (c) The characteristic rise of cardiac enzymes or Troponins, recorded at the following levels or higher:
 - (i) Troponin T > 1.0 ng/ml
 - (ii) AccuTnl > 0.5 ng/ml, or equivalent threshold with other Troponin I methods;
- (d) The evidence must show a definite acute myocardial infarction.

(2) The following are not covered:

- (a) Angina;
 - (b) Other acute coronary syndromes, for example myocyte necrosis.
- (3) Diagnosis must be confirmed by a consultant cardiologist.

ii) Stroke:

(1) Defined as a cerebrovascular accident or incident producing neurological sequelae of a permanent nature, having lasted not less than six months. Infarction of brain tissue, haemorrhage and embolisation from an extra-cranial source are included.

(2) The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist.

(3) Specifically excluded are cerebral symptoms due to transient ischaemic attacks, any reversible ischaemic neurological deficit, vertebrobasilar ischaemia, cerebral symptoms due to migraine, cerebral injury resulting from trauma or hypoxia and vascular disease affecting the eye or optic nerve or vestibular functions.

iii) Cancer:

(1) A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the in-vasion of tissue.

This diagnosis must be histologically confirmed.

(a) The term cancer includes leukaemia, but the following cancers are excluded:

- (i) All tumours which are histologically described as pre-malignant, non-invasive or carcinoma in situ;
- (ii) All forms of lymphoma in the presence of any Human Immunodeficiency Virus;
- (iii) Kaposi's Sarcoma in the presence of any Human Immunodeficiency Virus;
- (iv) Any skin cancer other than invasive malignant melanoma;
- (v) All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0; and
- (vi) T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter.

iv) End stage kidney failure:

(1) End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is undertaken.

(2) Evidence of end stage kidney disease must be provided and the requirement for dialysis or transplantation must be confirmed by a consultant physician.

v) Major organ transplant:

(1) The receipt of a transplant of:

- (a) Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- (b) One of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end stage failure of the relevant organ.

- (2) Other stem cell transplants are excluded.
- vi) Coronary artery bypass surgery:
- (1) The undergoing of open-heart surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.
 - (2) Angiographic evidence to support the necessity of the surgery will be required. Balloon angioplasty, laser or any catheter-based procedures are not covered.
- vii) Benign brain tumour:
- (1) A benign tumour in the brain where all of the following conditions are met:
 - (a) The tumour is life threatening;
 - (b) It has caused damage to the brain;
 - (c) It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and
 - (d) Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.
 - (2) The following are excluded:
 - (a) Cysts;
 - (b) Granulomas;
 - (c) Vascular Malformations
 - (d) Haematomas;
 - (e) Tumours of the pituitary gland or spinal cord; and
 - (f) Tumours of Acoustic Nerve (Acoustic Neuroma).
- viii) Deafness:
- (1) The total and irreversible loss of hearing in both ears as the result of illness or accident. The diagnosis must be supported by audiometric and sound-threshold tests provided by and certified by an Ear, Nose, Throat (ENT) specialist.
 - (2) Total means the loss of at least 80 decibels in all frequency of hearing in both ears.
- ix) Blindness:
- (1) The total, permanent and irrecoverable loss of the sight in both eyes as a result of illness or accident. Certification by an ophthalmologist is necessary.
- x) Aorta Graft Surgery:
- (1) The actual undergoing of surgery (including key-hole type) for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.
 - (a) The term 'aorta' means the thoracic and abdominal aorta but not its branches.
- xi) Heart Valve Surgery:
- (1) The actual undergoing of open-heart surgery to replace or repair heart valve abnormalities.
 - (2) The diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.
- xii) Paraplegia:
- (1) Complete and permanent loss of the use of two or more limbs, as a result of injury, or disease of the brain or spinal cord.
 - (2) To establish permanence, the paralysis must normally have persisted for at least 6 months from the date of trauma or illness resulting in the Life Insured being unable to perform his / her usual occupation.
 - (3) The condition must be confirmed by a consultant neurologist.
- xiii) Motor Neurone Disease:
- (1) Motor neurone disease characterised by progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurones which include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis.
 - (2) This diagnosis must be confirmed by a neu-rologist as progressive and resulting in permanent clinical impairment of motor functions.
 - (3) The condition must result in the inability of the Life Insured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 6 months.
 - (a) Activities of Daily Living
 - (i) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
 - (ii) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
 - (iii) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
 - (iv) Mobility: the ability to move indoors from room to room on level surfaces;
 - (v) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - (vi) Feeding: the ability to feed oneself once food has been prepared and made available.
- xiv) Multiple Sclerosis:
- (1) The definite occurrence of Multiple Sclerosis. The diagnosis must be supported by all of the following:
 - (a) Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis;

- (b) There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
 - (c) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.
- (2) Other causes of neurological damage such as SLE and HIV are excluded.

xv) Coma:

- (1) A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - (a) No response to external stimuli for at least 96 hours;
 - (b) Life support measures are necessary to sustain life; and
 - (c) Brain damage resulting in permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- (2) Confirmation by a neurologist must be present.
- (3) Coma resulting directly from self inflicted injury, alcohol or drug abuse is excluded.

xvi) End stage liver disease:

- (1) End stage liver disease means chronic end-stage liver failure evidenced by all of the following:
 - (a) uncontrollable ascites
 - (b) permanent jaundice
 - (c) oesophageal or gastric varices and portal hypertension
 - (d) hepatic encephalopathy.
- (2) Liver disease secondary to alcohol/or drug abuse is excluded.

xvii) End stage lung disease:

- (1) End stage respiratory failure including chronic interstitial lung disease.
- (2) The following criteria must be met:
 - (a) Requiring permanent oxygen therapy as a result of a consistent FEV1 test value of less than one litre.
 - (b) Forced Expiratory Volume during the first second of a forced exhalation
 - (c) Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less
 - (d) Dyspnoea at rest.
- (3) This diagnosis must be confirmed by a chest physician

xviii) Aplastic Anaemia:

- (1) Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:
 - (a) Regular Blood product transfusion;
 - (b) Marrow stimulating agents;
 - (c) Immunosuppressive agents; or
 - (d) Bone marrow transplantation.
- (2) The diagnosis must be confirmed by a haematologist using relevant laboratory investigations.

3) Health Benefit

- a) If the Life Insured contracts a Critical Illness or suffers from Permanent Total Disability due to accidental bodily injury, sickness or disease then, upon Our acceptance of a claim, We will also be liable to pay, in addition to any amount payable under the Base Plan, a Comprehensive Health Benefit Rider Sum Assured as specified in the Schedule; and
- b) If a Premium Waiver Benefit is available on death under the Base Plan then it shall also be available in respect of this rider.
- c) Upon Our liability to make any payment under this Rider having arisen, then as regards the Life Insured no further payment of any benefit will be due under or be made for any risk cover under either the Base Plan, this Rider or any other Rider.

4) Rider Duration

This Rider will terminate on the earlier of:

- a) The Maturity Date.
- b) The Policy Anniversary coinciding with or immediately following the Life Insured attaining Age 60.
- c) Our acceptance of a claim for Critical Illness or Permanent Total Disability.
- d) The Policy Anniversary immediately following Our receipt of the Life Insured's written request for cancellation, if the written request for cancellation is received within 30 days of such Policy Anniversary. If the Rider is terminated at the Life Insured's request then We shall not issue any further Comprehensive Health Benefit Rider under the Base Plan to which this Rider is attached.
- e) The termination of the Policy (including on the death of the Life Insured).

5) General Conditions

All of the following conditions are conditions precedent to Our liability:

- a) The Life Insured must immediately inform Us in writing if he changes occupation or engages in an additional occupation, failing which no Health Benefit will be payable and We will not refund any payments we have received or charged for this Rider. We reserve the right to terminate this Rider if We consider the new or additional occupation to be more hazardous than that previously advises.
- b) We must receive written notice of a claim within 3 months of the diagnosis of the Critical Illness or happening of Permanent Total Disability along with a certificate from a registered medical practitioner along with other relevant reports. We shall not be liable to make any payment until We are satisfied that the claim is payable and for this purpose the Life Insured shall, at his own expense, provide Us with or cause Us to be provided with all cooperation and assistance that We may request, including submission to examination by a medical practitioner of Our choice and proof of age.

6) Exclusions

No benefit will be payable if the Critical Illness or Permanent Total Disability is directly or indirectly caused by or related to:

- a) Alcohol or drug abuse including drug taking other than prescribed by a registered and qualified medical practitioner, any actual or alleged crime committed by the Life Insured, wilful self inflicted injury, attempted suicide or unreasonable failure to seek or follow medical advice (including immediately following an accident).
- b) Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering, hot air ballooning, racing of any kind other than athletics or swimming.
- c) Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or wilful participation in acts of violence.
- d) Radioactive contamination due to a nuclear accident.
- e) Any mental or functional disorder.
- f) Any condition existing prior to the Commencement Date except as stated in the Schedule.
- g) In relation to Permanent Total Disability only, no benefit will be payable if the Permanent Total Disability is directly or indirectly caused by, related to or aggravated by:
 - i) Aviation other than as a passenger in a commercial licensed passenger aircraft.
 - ii) Human Immunodeficiency Virus (HIV) or variants (including Acquired Immune Deficiency Syndrome (AIDS))

7) Changes to the Rider Terms & Conditions

- a) Subject to the approval of Insurance Regulatory and Development Authority (or any such body authorised, from time to time, by the Government of India to approve such changes), We reserve the right to change these Rider Terms & Conditions and the benefits conferred by this Rider if there is a change in the law, legislation or taxation affecting Us or the Base Plan. None of these Rider Terms and Conditions may otherwise be waived or modified except by endorsement issued by Us.
- b) We will send written notice of any change We intend to make at least 3 months before the next Policy Anniversary and such changes will be effective from that next Policy Anniversary. If the Life Insured does not agree with the change, then he may terminate the Rider. If he does not agree with the change but does not give us notice within 30 days after We sent notice of it then he will be deemed to have accepted the change.