

## STANDARD TERMS & CONDITIONS

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

### LifeSaver Super (Non-participating plan)

The Policyholder's Proposal Form 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) Allocation Rate means the rate at which We allocate the Regular Premium and Top Up Premium (if any) received from the Policyholder into Units in the unit account, and is as specified in the Schedule (at item No 3 of the Table of Charges).
  - iii) Commencement Date means the date the Policy commences, as specified in the Schedule.
  - 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) Insurance Commencement Date means the date specified in the Schedule on which the risk cover on the life of Insured commences.
  - vii) Insured means the person named in the Schedule, on whose life this Policy is effected.
  - viii) Maturity Benefit means the benefit as at the Maturity Date, payable in accordance with Article 3)b).
  - ix) Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable, provided the Insured is still living.
  - x) Nominee means a person whose name has been nominated in writing to the Company by the Policyholder in accordance with Section 39 of the Insurance Act 1938.
  - xi) Policy means the arrangements established by this Policy Document.
  - xii) Policy Anniversary means the annual anniversary of the Commencement Date.
  - xiii) Policy Term means the period between the Commencement Date and the Maturity Date.
  - xiv) Policy Year means the year commencing on the Commencement Date or an anniversary thereof.
  - xv) Policyholder means the adult or the entity named in the Schedule who has concluded this Policy with Us.
  - xvi) Premium Payment Term means the period between the Commencement Date and the date of payment of last instalment of Regular Premium (specified in the Schedule), during which Regular Premium is payable.
  - xvii) Proposal Form means the signed, completed and dated proposal form submitted by the Policyholder to Us, including any declarations and statements annexed to it.
  - xviii) Regular Premium means the amount of premium payable by the 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) Systematic Transfer Plan means the investment option, as described in Article 11), chosen by the Policyholder at the Commencement Date or at any Policy Anniversary.
  - xxiii) Top Up Premium means payments (apart from Regular Premium payments) received from the Policyholder during the Policy Term in the form of a single payment.
  - xxiiii) Unit means a notional and proportionate part of the Unit Account created by the allocation of Regular Premium and Top Up Premium, if any, and created solely for the purpose of determining the benefits under this Policy.
  - xxiv) Unit Price means the price per Article 9) at which We allocate or redeem Units in each of the Funds on that day.
  - xxv) Valuation Date shall have the meaning ascribed to it in Article 9).
  - xxvi) 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, Premium Frequency and for the term specified in the Schedule. Regular 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 Regular 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 unpaid instalment of Regular Premium. During this grace period, the benefits under Article 3) will continue to apply.
  - ii) If the Regular Premium due is not received within the grace period of 30 days and the due date of the first unpaid instalment of 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)a) and other benefits under Article 3) ceasing immediately and no benefits shall be payable other than the Fund Value as at

- the date of notification of death of the Insured, at which time the Policy shall automatically terminate. The Policyholder may reinstate the Policy within 2 years of the due date of the first unpaid instalment of Regular Premium, provided he/she has complied with Article 2)d). If the 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 Units pertaining to Top Up Premium, if any, at the Unit Price applicable on the date of expiry of the reinstatement period and pay the same to the Policyholder at the expiry of the reinstatement period or the commencement of the fourth Policy Year, whichever is later. During the period from the due date of the first unpaid instalment of Regular Premium upto the date of reinstatement, the charges as specified in the Schedule, except the Mortality Charge and Rider Charge, 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)a) and other benefits under Article 3) shall cease immediately and no benefits shall be payable other than the Fund Value as at the date of notification of death of the Insured, at which time the Policy shall automatically terminate. The 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 the Surrender Value shall be payable. During the period from the due date of the first unpaid instalment of Regular Premium upto the date of reinstatement, the charges as specified in the Schedule, except the Mortality Charge and Rider Charge, 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 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 unpaid instalment of Regular Premium. During this grace period, the benefits under Article 3) 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 will remain in force with all benefits under Article 3) (except benefits under Article 3)c) & 3)d)) for a period of 2 years from the due date of the first unpaid instalment of Regular Premium and the charges as specified in the Schedule will continue to be deducted.
  - iii) The Policyholder may exercise any of the 3 options during the 2 year reinstatement period:
    - (1) Reinstate the Policy subject to Article 2)d). The Policy may be reinstated within 2 consecutive years from the due date of the first unpaid instalment of Regular Premium.
    - (2) Surrender the Policy in accordance with Article 5), upon which the Policy shall automatically terminate and We will pay the 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 Policyholder within sixty days of the due date of the first unpaid instalment of Regular Premium, requesting Us to continue the Policy. If We accept the Policyholder's request, We will continue the Policy with the benefits under Article 3)a) and 3)b) being in force and will continue to levy charges as specified in the Schedule. Benefits under Article 3)c) and 3)d) shall cease to be available, if this option is exercised.
  - iv) If the 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 Policyholder.
- d) Reinstatement of the Policy shall also be subject to:
- i) The 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 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 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 Policyholder agreeing that there is no obligation on Us to reinstate the Policy even if the 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 Policyholder's request for reinstatement which shall only be evidenced by a written communication from Us confirming this.
- e) During the period of grace, the charges as specified in the Schedule will continue to be deducted.
- 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 under the Policy shall not exceed 25% of the total amount of Regular Premiums paid till the date of payment of Top Up Premium.
  - ii) Our receipt of Top Up Premium will not alter the Sum Assured.
  - iii) All the due instalments of Regular Premium till the date of the payment of the Top Up Premium have been paid.
  - iv) If the Systematic Transfer Plan mode is opted for and in force, the Policyholder must specify the funds into which the Top Up Premium being paid by the Policyholder should be invested.
- g) Reduction in Sum Assured:  
At any Policy Anniversary, the Policyholder may exercise the option to reduce the Sum Assured, provided the Sum Assured exceeds the minimum sum assured specified by us and the procedures established by Us, subject to the following conditions:
- i) The Policyholder has giving a written notice to Us at least 7 days prior to the Policy Anniversary;
  - ii) The reduced Sum Assured shall be applicable from the Policy Anniversary prior to which We have received the said notice and the same has been communicated to the Policyholder in writing;
  - iii) A reduction in Sum Assured shall not result in the Sum Assured going below the minimum Sum Assured specified by us; and
  - iv) No increase in the Sum Assured is permitted during the Policy Term and once reduced, the Sum Assured cannot be increased subsequently.
- h) No Loan shall be available under this Policy.

- i) If the Insured's Age is below 18 years as at the Commencement Date, then immediately and automatically upon the Insured attaining Age 18:
- The Policy shall vest in the Insured, who shall become the Policyholder of this Policy;
  - The Insured shall solely become entitled to exercise any and all rights that may be exercised by the Policyholder in relation to the Policy;
  - The Insured shall solely become obliged to accept and discharge any and all responsibilities of the Policyholder in relation to the Policy.

### 3) **Benefits**

#### a) **Death Benefit**

- i) If the Insured dies before the Insurance Commencement Date, We will pay the following to the Policyholder and if the Policyholder is not alive, to the Nominee:
- the Fund Value as at the date of notification of death, and
  - the amount equivalent to the Regular Premium received by Us in the first Policy Year.
- ii) If the Insured dies after the Insurance Commencement Date but before the Maturity Date, then subject to 3)a)iii), We will pay the following to the Policyholder and if the Policyholder is not alive, to the Nominee:
- the Sum Assured; and
  - the Fund Value as at the date of notification of death.
- iii) No benefit other than the Regular Premium paid by the Policyholder and the value of Units pertaining to Top Up Premium, if any, as at the date of notification of death shall be payable if the Insured's death occurs due to suicide or attempted suicide within 12 months of the Commencement Date.

#### b) **Maturity Benefit**

- i) On the Maturity Date, We will pay the Fund Value as at that date (and any loyalty additions as per Article 3)d) below), to the Policyholder.

#### c) **Loyalty Benefit during the Policy Term**

From the fifth Policy Year onwards till the Policy Year immediately preceding the last Policy Year, We shall, at the end of each Policy Year, provide loyalty additions @ 5% of the Regular Premium paid in the first Policy Year by creating additional Units equivalent to that amount in the unit account. This addition to the Units pertaining to Regular Premium shall be given only if all due Regular Premium have been paid till the due date of the loyalty addition.

#### d) **Loyalty Addition at Maturity**

- i) We will add a loyalty addition to the Fund Value on the Maturity Date if:
- All Regular Premiums due have been paid to Us; and
  - The annual Regular Premium (as at the Commencement Date) payable equals or exceeds Rs.25,000.
- We will determine the amount of loyalty addition to the Fund Value at the Maturity Date, by applying the percentage shown in the table below to the Units pertaining to Regular Premium only (excluding Units pertaining to Top Up Premium), existing as at the Maturity Date:

| Policy Term (years) | Loyalty addition as at the Maturity Date                    |  |
|---------------------|---|--|
|                     | If annual Regular Premium is greater or equal to Rs. 1 Lakh | If annual Regular Premium is less than Rs. 1 lakh but greater or equal to Rs. 25,000 |
| 10 – 14             | 0.50%   | 0.00 %   |
| 15 – 19             | 2.00%   | 1.25 %   |
| 20 – 24             | 3.00%   | 1.75 %   |
| 25 & above          | 4.75%   | 3.50 %   |

- ii) In addition to the loyalty addition calculated per i) above, a further loyalty addition calculated at 100% of the Regular Premium paid during the first Policy Year will also be added to the Fund Value as at the Maturity Date. This addition shall be given only if all Regular Premiums due till the Maturity Date have been paid by the Policyholder.
- e) The Policy will immediately and automatically terminate on the benefits outlined in Articles 3)a) or 3)b) becoming payable.

### 4) **Partial Withdrawals**

- a) From the commencement of the fourth Policy Year and provided the Insured has attained Age 18 years, the Policyholder may make upto 4 partial withdrawals in a Policy Year. The minimum amount of partial withdrawal is Rs. 5,000. Un-availed partial withdrawals in a Policy Year shall not be carried forward to the next Policy Year.
- b) The proposed partial withdrawal will first be met from the cancellation of Units pertaining to Top Up Premium that have been in existence for at least 3 years.
- c) If no Units pertaining 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 Units pertaining to Top Up Premium may be met by cancelling Units pertaining to Regular Premium at the Unit Price.
- d) Any partial withdrawal shall not affect the Sum Assured.

### 5) **Surrender Value & Auto-foreclosure**

- a) After completion of the first three Policy Years and provided We have received the Regular Premium due for more than one Policy Year, the Policy may be surrendered by the Policyholder and a Surrender Value shall be payable. The Surrender Value will be equal to the Fund Value.
- b) After the Policyholder has paid Regular Premium for at least 3 years, if the Surrender Value of Units pertaining to Regular Premium becomes equivalent to the Regular Premium paid in the first Policy Year, then the Policy shall automatically terminate and We shall send the Policyholder a 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 Policyholder's Regular Premium and Top Up Premium, if any, to the allocation of Units to that unit account by reference to the Funds chosen by the Policyholder, in the allocation proportion specified in the Schedule, after adjusting for the applicable Allocation Rate. If the Policyholder wants to apply a separate allocation proportion to any particular payment of Top Up Premium, he/she may specify a different allocation proportion in writing to Us. This allocation proportion shall be applicable only in respect of that particular payment of Top Up Premium. The allocation of Units will be carried out at the next available Unit Price.
- b) The 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 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 Policyholder may range between 10% and 100%. Un-availed premium re-direction in a Policy Year shall not be carried forward to the next Policy Year.
- c) The 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 shall be free of any Switching Charge. Subsequent switches will attract the Switching Charge specified in the Schedule. Un-availed free switches in a Policy Year shall not be carried forward to the next Policy Year. We will process a switch after receiving a written request from the Policyholder and only if We are satisfied that the proposed switch is in line with Our rules applicable at that time for switching, and (unless the Policyholder wishes to switch 100% to another Fund) 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.5,000/- each and such other minimum amounts We may specify from time to time.
- d) We will make the switch by redeeming Units from the Fund from which the Policyholder wishes to make the switch out and allocating Units in the Fund the Policyholder wishes to switch in, equivalent to the amount the 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 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.

7) **Funds**

- a) Subject to the approval of Insurance Regulatory and Development Authority (or any such body authorised by the 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 Policyholder to invest in and the investment objectives together with the risk profile of each Fund are described in the Annexure 1 of the Schedule. We shall send the 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 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.
    - (1) The Policy Document.
    - (2) Evidence of date of birth if We have not admitted age.
    - (3) The original or a legalised copy of the death certificate showing the circumstances and cause and the date of death.
    - (4) 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 Policyholder may nominate a nominee in accordance with Section 39 of the Insurance Act 1938 and We shall register the same in Our records and send an endorsement confirming the identity of the nominee.
- b) We must be informed in writing of any change of the 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.
- c) 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 heirs of the Policyholder.
- d) The Policyholder may assign this Policy. An assignment of the Policy shall automatically cancel all nominations. No assignment shall be effective against Us until We have received a written notice of the assignment, in accordance with Section 38 of the Insurance Act 1938.
- e) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

**11) Systematic Transfer Plan (STP)**

- a) If the Schedule shows that the Premium Frequency for the payment of Regular Premium is yearly, the Policyholder may opt for Our Systematic Transfer Plan, subject always to the following conditions:
  - i) The Policyholder can exercise this option by giving Us a written notice at least 30 days prior to any Policy Anniversary from which he wishes to avail this option.
  - ii) This option shall be available only if there is no unpaid instalment of Regular Premium due.
- b) Under this option, on each weekly/monthly anniversary of the last Policy Anniversary, Units from the Protector Fund shall be switched automatically into the Growth Fund during the full Policy Year in the following manner:
  - In case the Policyholder has opted for a *monthly STP*, then:

| Duration completed from the last Policy Anniversary | Units to be switched from Protector Fund to Growth Fund         |
|---|---|
| Month 1   | 1/12 <sup>th</sup> of the Units available at the end of Month 1 |
| Month 2   | 1/11 <sup>th</sup> of the Units available at the end of Month 2 |
| .....   | .....   |
| Month 6   | 1/7 <sup>th</sup> of the Units available at the end of Month 6  |
| .....   | .....   |
| Month 11  | 1/2 of the Units available at the end of Month 11               |
| Month 12  | Balance Units available at the end of Month 12                  |

In case the Policyholder has opted for a *weekly STP*, then:

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

- c) All the 12/52 automatic switches in a Policy Year will be free of cost and the conditions under Article 6)c) and 6)d) above applicable to normal switches shall not be applicable to switches made pursuant to b) above.
- d) The Policyholder may discontinue the Systematic Transfer Plan by giving Us a written notice at least 30 days prior to any Policy Anniversary from which he wished to discontinue Systematic Transfer Plan.
- e) The Policyholder may at any time also write to Us to resume the Systematic Transfer Plan by applying at least 30 days prior to the next Policy Anniversary, even if he has discontinued Systematic Transfer Plan in past.
- f) No other switches into or from the Protector Fund shall be allowed during the Systematic Transfer period.

**12) 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 benefit payments (excluding outstation cheques or demand drafts) received at Our address specified in the Schedule or at any of Our branch offices:
  - i) at or before 3:00 p.m. on a particular day will be processed at the closing Unit Price on that day, and
  - ii) after 3:00 p.m. 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.

13) **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 Policyholder's expense, as We consider necessary before issuing a duplicate Policy Document. We have the right to charge a fee for the issue of a duplicate Policy Document.
- ii) It is hereby understood and agreed that 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 Policyholder must give Us all notices, instructions and correspondence, including notices of transfer, nomination or other transactions in writing at Our address specified in the Schedule or at any of Our Branch Offices.
- ii) The 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 Policyholder or Nominee 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 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 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 Policyholder's representative and at the 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 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 Policyholder and that the 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 13(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.

## ACCIDENTAL DEATH & DISMEMBERMENT RIDER

### Article 1 General Provisions

- 1.1 These Special Terms and Conditions apply to the Policy 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 or persons in the case of joint life whose life is the object of this Rider as shown in the Schedule.

### Article 3 Definition

- 3.1 Accidental Death or Dismemberment shall mean death or bodily injury caused by violent and 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 or dismemberment of the Insured.

### Article 4 Accidental Death Benefit

- 4.1 Upon the Accidental Death of the Insured in the case of single life or upon the Accidental Death of the any of the joint Insured in the case of joint life 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 Assured as stated in the Schedule.  
 4.3 The maximum Accidental Death benefit from the Company for the Rider attached with all the Policies on the life of Insured will be restricted to the amount of Rs. 50,00,000 subject to increases as per Article 6.1 below.

### Article 5 Accidental Dismemberment Benefit

- 5.1 If the Insured in the case of single life or any one of the Insured in the case of joint life suffers Accidental Dismemberment which results in permanent physical damage listed in the following table the Company will pay an agreed percentage of the Rider Sum Assured (specified in the Schedule), as stated in Article 5.2 below.  
 5.2 If Accidental Dismemberment of more than one type from the list below is suffered in any one accident, the Company will pay only the largest amount. If an amount paid in respect of a claim is less than 100% of the Rider Sum Assured, only the remaining amount of benefit shall remain in force. All cover ceases once 100% of the Rider Sum Assured becomes payable and the Rider is then terminated. Loss in the table below means complete physical severance or total loss of use.

| <i>Accidental Dismemberment Benefit as % of the Sum Insured</i>         |      |
|---|------|
| Loss of sight in both eyes  | 100% |
| Loss of both arms at or above the wrist                                 | 100% |
| Loss of both legs at or above the ankle                                 | 100% |
| Loss of one arm at or above the wrist and one leg at or above the ankle | 100% |
| Loss of sight in one eye  | 50%  |
| Loss of one arm at or above the wrist                                   | 50%  |
| Loss of one leg at or above the ankle                                   | 50%  |
| Total loss of hearing   | 50%  |

- 5.3 The Rider Sum Assured shall not exceed Rs. 50,00,000 subject to increases as per Article 6.1 below.

### Article 6 Indexation

- 6.1 The Rider Sum Assured will be indexed at each Anniversary simultaneously and in accordance with any increase of the Sum Assured.

### Article 7 Charge for Rider

- 7.1 The charge for covering the risk under this Rider is made through deduction from the Policy's Accumulation Unit Account in respect of Regular Premium by cancelling the appropriate number of Units at their Unit Price with the same frequency as applied to the deduction of charges for the Policy.

### Article 8 Duration of the Rider

- 8.1 The Rider terminates at the end of the Premium Payment Term of the main Policy as defined in the Standard Terms and Conditions or on the policy anniversary on which the Insured in the case of single life or older of the Insureds in the case of joint life attains Age 60, whichever is earlier.  
 8.2 In the case of joint Policy the Rider terminates on the death of any one of the Insureds on first reported basis.  
 8.3 The Rider terminates if cancelled by the Policyholder. The Rider will be terminated on the next following Anniversary subject to the condition that the written request is received by the Company at least 30 days prior to the Anniversary date.  
 8.4 The Rider terminates if the Policy is terminated or cancelled for any other reason.

### Article 9 Change of Occupation

- 9.1 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 or Dismemberment. In this event there will be no refund of any charges made in respect of this benefit.

### Article 10 Residence

- 10.1 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 or Dismemberment. In this event there will be no refund of any charges made in respect of this benefit.

#### **Article 11 Claim Procedure**

- 11.1 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 or Dismemberment. Before any claim is admitted, death or bodily injury shall be proved to the satisfaction of the Company, which reserves the right to require the Insured to be examined by a medical practitioner appointed by the Company. The Policyholder shall furnish at his/her own expense all evidence that the Company may require. The Company may require the Insured, the Policyholder or the Nominee, as applicable, to sign any necessary consent form to allow the Company to receive the results of any medical examinations and/or tests. Failure to provide the necessary consent will result in the immediate cancellation of this Rider. In this event there will be no refund of any charges made in respect of this benefit.
- 11.2 The Company reserves the right to require proof of age before benefit is paid.

#### **Article 12 Exclusions**

- 12.1 No benefit will be payable if the Accidental Death or Dismemberment is directly or indirectly caused by or aggravated 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, willful 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 willful 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 except as stated in the Schedule.

#### **Article 13 Changes to the Special Terms and Conditions**

- 13.1 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, or if there is a change in circumstances which makes it impossible or impracticable for the Company to follow these Special Terms and Conditions.
- 13.2 None of these Special Terms and Conditions may be waived or modified except by endorsement issued by the Company and signed by an authorized official thereof, except where otherwise stated in the Standard Terms and Conditions.
- 13.3 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.



**Mortality & Rider Charge Table**

❖ Age-wise annual Mortality Charge per 1000 Sum Assured

| Age | Male Life | Female Life | Age | Male Life | Female Life |
|-----|-----------|-------------|-----|-----------|-------------|
| 0   | 0         | 0           | 38  | 2.06195   | 1.76870     |
| 1   | 0         | 0           | 39  | 2.25285   | 1.90555     |
| 2   | 0         | 0           | 40  | 2.47250   | 2.06195     |
| 3   | 0         | 0           | 41  | 2.68295   | 2.25285     |
| 4   | 0         | 0           | 42  | 2.88650   | 2.47250     |
| 5   | 0         | 0           | 43  | 3.12455   | 2.68295     |
| 6   | 0         | 0           | 44  | 3.41665   | 2.88650     |
| 7   | 0.46000   | 0.46000     | 45  | 3.76510   | 3.12455     |
| 8   | 0.46000   | 0.46000     | 46  | 4.17105   | 3.41665     |
| 9   | 0.44850   | 0.46000     | 47  | 4.63450   | 3.76510     |
| 10  | 0.47725   | 0.46000     | 48  | 5.15315   | 4.17105     |
| 11  | 0.56350   | 0.44850     | 49  | 5.72930   | 4.63450     |
| 12  | 0.67850   | 0.47725     | 50  | 6.36180   | 5.15315     |
| 13  | 0.78430   | 0.56350     | 51  | 7.05065   | 5.72930     |
| 14  | 0.85330   | 0.67850     | 52  | 7.79700   | 6.36180     |
| 15  | 0.91655   | 0.78430     | 53  | 8.59970   | 7.05065     |
| 16  | 0.97520   | 0.85330     | 54  | 9.45875   | 7.79700     |
| 17  | 1.03040   | 0.91655     | 55  | 10.37530  | 8.59970     |
| 18  | 1.08100   | 0.97520     | 56  | 11.34360  | 9.45875     |
| 19  | 1.12700   | 1.03040     | 57  | 12.25900  | 10.37530    |
| 20  | 1.16840   | 1.08100     | 58  | 13.21120  | 11.34360    |
| 21  | 1.20520   | 1.12700     | 59  | 14.38880  | 12.25900    |
| 22  | 1.23855   | 1.16840     | 60  | 15.79180  | 13.21120    |
| 23  | 1.26730   | 1.20520     | 61  | 17.42020  | 14.38880    |
| 24  | 1.29145   | 1.23855     | 62  | 19.27170  | 15.79180    |
| 25  | 1.31100   | 1.26730     | 63  | 21.34860  | 17.42020    |
| 26  | 1.32595   | 1.29145     | 64  | 23.65090  | 19.27170    |
| 27  | 1.33745   | 1.31100     | 65  | 25.49550  | 21.34860    |
| 28  | 1.34320   | 1.32595     | 66  | 27.79665  | 23.65090    |
| 29  | 1.34550   | 1.33745     | 67  | 31.30300  | 25.49550    |
| 30  | 1.34665   | 1.34320     | 68  | 35.18770  | 27.79665    |
| 31  | 1.36390   | 1.34550     | 69  | 39.48295  | 31.30300    |
| 32  | 1.40760   | 1.34665     | 70  | 44.22785  | 35.18770    |
| 33  | 1.46855   | 1.36390     | 71  | 49.45920  | 39.48295    |
| 34  | 1.55020   | 1.40760     | 72  | 55.21840  | 44.22785    |
| 35  | 1.65025   | 1.46855     | 73  | 61.55030  | 49.45920    |
| 36  | 1.76870   | 1.55020     | 74  | 68.50090  | 55.21840    |
| 37  | 1.90555   | 1.65025     | 75  | 76.12080  | 61.55030    |

❖ Accidental Death & Dismemberment (AD&D) Rider: Rs. 1.50 per 1000 Rider Sum Assured across all ages.

Endorsement

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