

## STANDARD TERMS & CONDITIONS

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

### Aviva Little Master (Non-participating plan)

The Insured 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 Insured 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 commenced, as specified in the Schedule and the risk cover on the life of the Insured Policyholder commences.
  - 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 for the Insured Kid means the date specified in the Schedule on which the risk cover on the life of the Insured Kid commences.
  - vii) Insured Kid means the child of the Insured Policyholder, named in the Schedule.
  - viii) Insured Policyholder means the adult named in the Schedule who has concluded this Policy with Us.
  - ix) Maturity Benefit means the benefits as at the Maturity Date, payable in accordance with Article 3(c).
  - x) Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable provided the Insured Kid is still living.
  - xi) 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).
  - xii) Nominee means a person whose name has been nominated in writing to Us by the Insured Policyholder in accordance with Section 39 of the Insurance Act 1938.
  - xiii) Policy means the arrangements established by this Policy Document.
  - xiv) Policy Anniversary means the annual anniversary of the Commencement Date.
  - xv) Policy Term means the period between the Commencement Date and the Maturity Date.
  - xvi) Policy Year means the year commencing on the Commencement Date or an anniversary thereof.
  - xvii) 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.
  - xviii) Premium Waiver Benefit means the waiver of future Regular Premium described in Article 3(b)(i)(2).
  - xix) Proposal Form means the signed, completed and dated proposal form submitted by the Insured Policyholder to Us, including any declarations and statements annexed to it
  - xx) 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.
  - xxi) 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.
  - xxii) Sum Assured means the amount specified in the Schedule.
  - xxiii) Surrender Value means the surrender value payable in accordance with Article 5).
  - xxiv) Top Up Premium means payments (apart from Regular Premium payments) received from the Insured Policyholder during the Policy Term in the form of a single payment.
  - xxv) 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.
  - xxvi) Unit Price means the price per Article 9) at which We allocate or redeem Units in each of the Funds on that day.
  - xxvii) Valuation Date shall have the meaning ascribed to it in Article 9).
  - xxviii) 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 risk cover under Article 3(a) and 3(b) and under applicable riders, if any, if any, 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 3(b) and the benefits under applicable 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. Unless the Policy has terminated upon death of the Insured Policyholder or the Insured Kid, 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 2(d). 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 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 Insured 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 up to the date of 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(a) and 3(b) and the benefits under applicable 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. Unless the Policy has terminated upon death of the Insured Policyholder or the Insured Kid 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 the Surrender Value shall be payable. During the period from the due date of the first unpaid instalment of Regular Premium up to the date of 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 unpaid instalment of Regular Premium. During this grace period, the benefits under Article 3(a) and 3(b) and the benefits under applicable 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 will remain in force with all benefits under Article 3 [except benefits under Article 3(c)ii) and 3(c)iii)] and the benefits under applicable riders, if any, 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 (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). 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 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 instalment of Regular Premium, requesting Us to continue the Policy. If We accept the Insured Policyholder's request:
      - (a) We will continue the Policy with all benefits under Article 3 [except benefits under Article 3(c)ii) and 3(c)iii)] being in force and will continue to levy charges as specified in the Schedule, and
      - (b) No Premium Waiver Benefit 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) and the benefits under applicable riders, if any, 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 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 Premium paid till the date of payment of Top Up Premium.
  - ii) Our receipt of Top Up Premium will not alter the Sum Assured.
  - iii) If all the due instalments of Regular Premium till the date of the payment of the Top Up Premium have been paid.
  - iv) No payment of 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, whichever is earlier.

- g) Immediately and automatically upon the Insured Kid attaining Age 18:
  - i) The Policy shall vest in the Insured Kid.
  - ii) 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.
  - iii) The Insured Kid shall solely become obliged to accept and discharge any and all responsibilities of the Insured Policyholder in relation to the Policy.
  - iv) The Insured Policyholder shall continue solely as a life insured, alongwith the Insured Kid.
- 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, We will pay the Fund Value as at the date of notification of death to the Insured Policyholder and if the Insured Policyholder is not alive, to the Nominee.
- ii) If the Insured Kid dies after the Insurance Commencement Date, but before the Maturity Date, then, subject to Article 3)a)iv) below:
  - (1) We will pay to the Insured Policyholder and if the Insured Policyholder is not alive, to the Nominee, the higher of:
    - the Sum Assured and
    - the value of Units pertaining to Regular Premium as at the date of notification of death.
  - (2) We will also pay the value of Units pertaining to Top Up Premium, if any, as at the date of notification of death, to the Insured Policyholder and if the Insured Policyholder is not alive, to the Nominee.
- iii) If a claim is payable under Articles 3)a)i) or 3)a)ii) above, We will also pay an amount equivalent to the Mortality Charge deducted on the life of the Insured Policyholder for the relevant month of the death of the Insured Kid.
- iv) No benefit other than the Fund Value as at the date of notification of death shall be payable if the Insured Kid's death occurs due to suicide or attempted suicide within 12 months of the Commencement Date.

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

- i) If the Insured Policyholder dies before the Maturity Date, then subject to Article 3)b)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. 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.
  - (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.
- ii) No benefit other than the Fund Value as at the date of notification of death shall be payable if the Insured Policyholder's death occurs due to suicide or attempted suicide within 12 months of the Commencement Date and the Policy will terminate at that time.

**c) Maturity Benefit**

- i) On the Maturity Date, We will pay the Fund Value (and any loyalty additions as per C)ii) below) as at that date to the Insured Kid.
- ii) We will add a loyalty addition to the Fund Value on the Maturity Date if all due instalments of Regular Premium have been paid to Us. Loyalty additions will be provided by the addition of Units pertaining to Regular Premium, as per the table given below:

Policy Term (years)	Loyalty addition at Maturity Date	
	If annual Regular Premium is less than Rs. 25,000	If annual Regular Premium is greater or equal to Rs. 25,000
Less than 10	-	1%
10 – 14	3%	4%
15 – 19	5%	6%
20 – 24	6%	7%
25	7%	8%

We shall apply the percentage shown in the table above to the Units pertaining to Regular Premium only (excluding Units pertaining to Top Up Premium), existing as at the Maturity Date.

**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 / from the Secure Fund from / to other Funds during the Policy Term.
- (2) All due instalments of Regular Premium due during the Premium Payment Term have been paid to Us, and
- (3) This guarantee shall not apply to Units pertaining to Top Up Premium.

**d) Income Benefit**

If the Insured Policyholder dies before the Maturity Date and the Schedule indicates that the Income Benefit Rider has been opted for and is 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) From the commencement of the fourth Policy Year, the Insured 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. The Sum Assured will not change on making partial withdrawals from Units pertaining to Top Up Premium.
- 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 subject to the following conditions:
  - i) The Policy is in the last 5 Policy Years (i.e. last 5 years before the Maturity Date); and
  - ii) The proposed partial withdrawal is in accordance with the table below:

Policy Year	Maximum Permissible Partial Withdrawal from Units pertaining to Regular Premium
Fifth last Policy Year	Upto 15% of the value of Units pertaining to Regular Premium as at the beginning of the fifth last Policy Year.
Fourth last Policy Year	Standard: Upto 15% of the value of Units pertaining to Regular Premium as at the beginning of the fourth last Policy Year. Conditional: Upto 30% of the value of Units pertaining 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.
Third last Policy Year	Standard: Upto 15% of the value of Units pertaining to Regular Premium as at the beginning of the third last Policy Year. Conditional: - Upto 45% of the value of Units pertaining 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 value of Units pertaining 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	Upto 75% of the value of Units pertaining to Regular Premium as at the beginning of the second last Policy Year.
Last Policy Year	Upto 75% of the value of Units pertaining to Regular Premium as at the beginning of the last Policy Year.

- iii) In the event of death of the Insured Policyholder, the Sum Assured shall not be affected by the amount of the partial withdrawals from Units pertaining to Regular Premium made prior to the date of death of the Insured Policyholder.
- iv) In the event of death of the Insured Kid, the Sum Assured shall stand reduced by the amount of the partial withdrawals made from the Units pertaining to Regular Premium within two years immediately prior to the date of death.

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

- a) After completion of the first three Policy Years, the Policy may be surrendered by the Insured Policyholder and a Surrender Value shall be payable provided the Regular Premium due for more than one Policy Year has been received by Us. The Surrender Value will be equal to the value of Units pertaining to Regular Premium less the Surrender Charge on Units pertaining to Regular Premium, as mentioned in the Schedule, plus the value of Units pertaining to Top Up premium, if any.
- b) After the Insured Policyholder has paid Regular Premium for at least 3 Policy 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 Insured 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 Insured 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 Insured 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 Insured Policyholder may request a premium redirection by changing the allocation proportion up to 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%. Un-availed premium redirection in a Policy Year shall not be carried forward to the next Policy Year.
- c) 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 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 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 (unless the Insured 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 or 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 Insured Policyholder wishes to make the switch out and 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.
- e) The right to switch units shall not exist 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 together with the risk profile 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: -  

$$\text{Unit Price} = \frac{\text{Net Asset Value ("NAV")}}{\text{number of Units existing in the Fund at the Valuation Date (before any new Units are allocated or redeemed)}}$$
 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 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 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 guardian of the Insured Kid where the Insured Kid has not attained Age 18.



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- d) The Insured 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) **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 of 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.

#### 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 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 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 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 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 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.