

## Freedom LifePlan

This Policy is written confirmation of a contract between Aviva Life Insurance Company India Limited trading as AVIVA (the 'Company') and the Policyholders(s) named in the Schedule.

In return for payments of the agreed premium the Company will Pay the benefits identified in the Schedule in accordance with the Policy Conditions.

The Schedule and any endorsement made altering the Schedule or Policy Conditions forms part of the Policy.

## Freedom LifePlan (Non-participating plan) [UIN : 122Lo51Vo1]

**Standard Terms & Conditions**

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

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.

**Article 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) Automatic Asset Allocation plan means the investment option, as described in Article 11), chosen by the Policyholder at the Commencement Date and as indicated in the Schedule.
  - iv) Commencement Date means the date the Policy and the risk cover under it commences, as specified in the Schedule.
  - v) Funds means the internal investment funds established and managed by Us in accordance with Articles 7) and 9).
  - vi) Fund Value means the total number of Units held in the unit account multiplied by their respective Unit Price.
  - vii) Insured means the person(s), named in the Schedule, on whose life (lives) 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 (or both Insureds in the case of a joint life Policy) is still living.
  - x) Nominee means a person whose name has been nominated in writing to Us 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) Settlement Option means the option available to the Policyholder prior to the Maturity Date in accordance with Article 12) wherein all or part of the Maturity Benefit per Article 3)b) is paid in the form of structured payouts after the Maturity Date.
- xxi) Sum Assured means the amount specified in the Schedule.
- xxii) Surrender Value means the surrender value payable in accordance with Article 5).
- xxiii) Systematic Transfer Plan means the investment option, as described in Article 13), chosen by the Policyholder at the Commencement Date or at any Policy Anniversary.
- xxiv) Top Up Premium means payments (apart from Regular Premium payments) received from the Policyholder 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.

## **Article 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) 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 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 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 the Insured (or upon the first death of either Insured in the case of a joint life Policy), 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 Surrender Value, if any, applicable on the date of expiry of the reinstatement period and pay the same to the Policyholder at the expiry of the

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 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 the Insured (or upon the first death of either Insured in the case of a joint life Policy), 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 Charges, if any, will continue to be deducted.

1. *Journal of the American Medical Association*, 1997; 277: 1033-1036.

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.
- g) **Reduction in Sum Assured:**

At any Policy Anniversary from the fourth Policy Anniversary, the Policyholder may exercise the option to reduce the Sum Assured, provided the Sum Assured exceeds the minimum sum assured available under this Policy, subject to the following conditions:

  - i) The Policyholder has given Us a written notice of his intention to reduce the Sum Assured at least 7 days prior to the Policy Anniversary;
  - ii) A reduction in Sum Assured does not result in the Sum Assured going below the minimum Sum Assured available under the Policy;
  - iii) 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;
  - iv) The reduction in Sum Assured shall also result in a corresponding proportionate reduction in the Sum Assured of any attached rider(s), except the Hospital Cash Benefit rider.
- h) **Increase in Sum Assured:**

At any Policy Anniversary from the third Policy Anniversary, up to the Policy Anniversary immediately following or coinciding with the Insured (or older Insured in case of a joint life Policy) attaining Age 45 years, attaining, the Policyholder may exercise the option to increase the Sum Assured, subject to the following conditions:

  - i) The Policyholder has given Us a written notice of his intention to increase the Sum Assured at least 15 days prior to the Policy Anniversary;
  - ii) A increase in Sum Assured should not result in the increased Sum Assured going above the maximum Sum Assured available under this Policy;

- iii) All the due instalments of Regular Premium have been paid;
- iv) The increase in Sum Assured shall be subject to Our underwriting requirements, as applicable from time to time, and We reserve the right to obtain additional information before agreeing to such an increase. We also reserve the right to decline the increase in Sum Assured or impose additional Mortality Charges.
- v) The increased 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;
- vi) The increase in Sum Assured shall also result in a corresponding proportionate increase in the Sum Assured of any attached rider(s), subject to the maximum limits available for the rider(s), except the Hospital Cash Benefit rider.

i) **Indexation**

- i) If this option has been opted for by the Policyholder then at each Policy Anniversary, We will increase the Regular Premium payable by the Policyholder and the Sum Assured (including Sum Assured of any attached rider(s) but excluding Hospital Cash Benefit rider) by an inflation adjustment as determined by Us from time to time. We will determine such increase by reference to the Wholesale Price Index published by the Government of India (or if the Wholesale Price Index ceases to be published, such other index as We may reasonably select for this purpose).
- ii) We will give the Policyholder written notice of the increased amount of Regular Premium before each Policy Anniversary.
- iii) The Policyholder may decline the proposed increase at any given Policy Anniversary, provided We receive this decision in writing not later than 5 days before the Policy Anniversary.
- iv) The right to future Indexation increases will be lost if an increase has been declined by the Policyholder.

j) **Option to reduce the Regular Premium**

- i) From the third Policy Anniversary, the Policyholder may, by giving Us a written notice of at least 7 days prior to the Policy Anniversary, reduce the Regular Premium payable to Us, subject to the minimum Regular Premium applicable under this Policy.
- ii) A reduction in Regular Premium shall automatically result in a reduction in the Sum Assured. The amount of reduction in the Sum Assured shall be determined by Us in the same manner as the Sum Assured was determined at the Commencement Date or if the Policyholder has exercised an option to change the Sum Assured as per Article 2)g) and 2)h), then as at the date when any such option was last exercised.
- iii) The sum assured of any attached rider(s) shall not reduce following a reduction in the Regular Premium, except that the rider sum assured may be reduced so as to ensure that the rider sum assured always remains less than or equal to the Sum Assured under the Policy.
- iv) Any reduction to the amount of the Regular Premium is subject to Our acceptance of the same and shall become effective from the Policy Anniversary at least 7 days prior to which We received the Policyholder's written request. Our acceptance of the reduction of the Regular Premium shall be communicated to the Policyholder in writing.

k) **Option to increase the Premium Payment Term**

At any time during the Premium Payment Term, the Policyholder may, by giving Us a written notice of at least 30 days prior to the expiry of the Premium Payment Term, exercise the option to increase the Premium Payment Term, subject to the following conditions:

- i) the Premium Payment Term before the exercise of this option is greater than or equal to 10 years;
- ii) This option is available only once under the Policy; and
- iii) All the due instalments of Regular Premium have been paid.

l) **No Loan shall be available under this Policy.**

### Article 3 Benefits

a) **Death Benefit**

- i) If the Insured dies (or upon the first death of either Insured in the case of a joint life Policy) before the Maturity Date, then subject to 3)a)ii), We will pay the following benefits to the Policyholder and if the Policyholder is not alive, to the Nominee:

- (1) the higher of the Sum Assured and the value of Units pertaining to Regular Premium as at the date of notification of death, and
- (2) the value of Units pertaining to Top Up Premium as at the date of notification of death.

- ii) No benefit other than the Fund Value as at the date of notification of death shall be payable if the Insured's death (or the first death of either Insured in the case of a joint life Policy) occurs due to suicide or attempted suicide within 12 months of the Commencement Date.

b) **Maturity Benefit**

On the Maturity Date, We will pay the Fund Value as at that date to the Policyholder.

c) **Loyalty Additions**

We will provide loyalty additions under this Policy at the end of the 10<sup>th</sup> Policy Year and on every 5<sup>th</sup> Policy Anniversary thereafter upto the Maturity Date, provided:

- i) the Insured (or both Insureds in the case of a joint life Policy) is living on each of the respective dates; and
  - ii) all due instalments of Regular Premium upto the respective dates have been paid.
- Loyalty additions will be provided by the addition of Units pertaining to Regular Premium, as per the table given below:

Date of entitlement of Loyalty Addition	Loyalty Addition as % of value of Units pertaining to Regular Premium
At the end of the 10 <sup>th</sup> Policy Year	5%
On every 5 <sup>th</sup> Policy Anniversary thereafter upto the Maturity Date	3.5%

The additional Units would be created in each Fund by applying the above rates on the Units pertaining to Regular Premium (excluding Units pertaining to Top Up Premium, if any).

- d) The Policy will immediately and automatically terminate on the benefits outlined in Articles 3)a) or 3)b) becoming payable.

#### Article 4 Partial Withdrawals

- a) From the commencement of the fourth Policy Year, 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) The Units pertaining to Top Up Premium may be redeemed by the Policyholder any number of times by making partial withdrawals only after the start of the fourth year from the date of payment of such Top Up Premium. The Sum Assured will not change on making partial withdrawals from Units pertaining to Top Up Premium.
- d) 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) If the Insured's Age (older Insured's Age in the case of a joint life Policy) is less than 58 years, the total amount of partial withdrawals made from Units pertaining to Regular Premium made in any Policy Year should not exceed 25% of the value of Units pertaining to Regular Premium as at the commencement of that Policy Year.
  - ii) In the event of death of the Insured (first death of either Insured in the case of a joint life Policy), the Sum Assured shall stand reduced by the amount of the partial withdrawals made from Units pertaining to Regular Premium within two years immediately prior to the date of death. However, if the Age of the Insured (older Insured's Age in the case of a joint life Policy) on the date of death is 60 years or more then the Sum Assured shall stand reduced by the total amount of all partial withdrawals made from Units pertaining to Regular Premium, from the time the Insured has attained 58 years of age till the date of death.

#### Article 5 Surrender Value & Auto-foreclosure

- a) After completion of the first three Policy Years, this Policy may be surrendered by the Policyholder and a Surrender Value shall be payable provided the Regular Premium due for more than six months have 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 value of Units pertaining to Top Up Premium, if any.
- b) After the 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 Policyholder a notice of termination and pay the Surrender Value calculated in accordance with Article 5)a).

#### Article 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 that (unless the Policyholder wishes to switch 100% to another Fund) 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 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.

## Article 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.

## Article 8 Payments 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.

## Article 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.

## Article 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.

## Article 11 Automatic Asset Allocation Plan

Notwithstanding anything to the contrary contained in Article 6) above, if the Schedule indicates that the Policyholder has opted for the Automatic Asset Allocation Plan at the Commencement Date, then:

- a) On the Commencement Date, We will apply the first Policy Year's Regular Premium to the allocation of Units in the Enhancer Fund and Bond Fund, in the allocation proportion specified in the Schedule, after adjusting for the applicable Allocation Rate.
- b) The allocation of all Regular Premium received from the second Policy Year onwards shall be first made into the Enhancer Fund in accordance with the following formula, with the balance being invested in the Bond Fund:

$$\text{Allocation to Enhancer Fund} = X\% - \left( \frac{X\%}{\text{Policy Term}} \right) * (Z - Y)$$

Where:

- X' means the initial allocation proportion to the Enhancer Fund as specified by the Policyholder and mentioned in the Schedule;
  - Y' means the Age of the Insured (or older Insured, in case of a joint life Policy) as at the Commencement Date;
  - Z' means the current Age of the Insured (or older Insured, in case of a joint life Policy).
- c) At each Policy Anniversary, We will adjust the total value of Units pertaining to Regular Premium in the Enhancer Fund and the Bond Fund by switching between the Enhancer Fund and Bond Fund so that the proportion in which the value of Units are invested in the Enhancer and the Bond Fund, is the same as the allocation proportion in which the Regular Premium due on each Policy Anniversary will be applied, as at that Policy Anniversary.
  - d) All the Unit switches carried out per Article 11)c) above will be free of cost and conditions applicable for normal switches given in Article 6)c) shall not be applicable to these Unit switches.
  - e) No other Unit switches into or from the Bond Fund and Enhancer Fund shall be allowed during the Automatic Asset Allocation Plan period.
  - f) The Policyholder may discontinue the Automatic Asset Allocation Plan from any Policy Anniversary by giving a written request at least 30 days before the Policy Anniversary, upon which he can invest in any of the Funds available under the Policy in any allocation proportion chosen by the Policyholder.
  - g) Once discontinued, the Automatic Asset Allocation plan cannot be re-started.

## Article 12 Settlement Option

- a) The Policyholder may opt for the Settlement Option provided We have received from the Policyholder at least 7 days prior to the Maturity Date, a written notice choosing the Settlement Option and agreeing to comply to the terms of this Article 12, along with any information and documentation that We may request, including but not limited to:
  - i) The Payout Term, during which the benefits under the Settlement Option is payable, as specified by the rules issued by Us in consultation with the Insurance Regulatory and

Development Authority from time to time (the "Payout Term"). Currently, this can be any duration between 1 to 5 years.

- ii) Payout frequency, which may be yearly, half-yearly, quarterly or monthly.
- iii) Payout mode i.e. whether by cheque, direct credit / ECS (required for quarterly / monthly payment mode)
- v) Payout option, i.e., either a) a fixed number of Units per payout; or b) a fixed amount per payout.
- b) During the Payout Term, all investment risk in the investment portfolio shall continue to be borne by the Policyholder.
- c) The Settlement Option shall be administered in accordance with Our Settlement Option guidelines in force from time to time.
- d) The Policyholder cannot opt for the Settlement Option after the Maturity Date and this option will only be available if all due instalments of Regular Premium have been paid.
- e) The minimum proportion for opting for Settlement Option is 25% of the Maturity Benefit payable in accordance with Article 3)b).
- f) All the payouts under the Settlement Option shall be made in arrears.
- g) If at any time during the Payout Term, the Fund Value falls below an amount equal to the Regular Premium paid in the first Policy Year, then the Fund Value shall be paid to the Policyholder and the Policy shall automatically terminate.
- h) No Partial Withdrawals per Article 4) or unit switches per Article 6)c) shall be permitted during the Payout Term.
- i) The Policy can be terminated any time during the Payout Term by a surrender of the Policy and payment of the Fund Value.
- j) Only the Fund Management Charge shall be levied during the Payout Term.
- k) Upon the death of the Policyholder during the Payout Term, only the Fund Value as at the date of notification of death shall become payable as a lump sum and the Policy shall automatically terminate.

### Article 13 Systematic Transfer Plan (STP)

- a) If the Schedule shows that the Premium Frequency for the payment of Regular Premium is yearly, then the Policyholder may opt for Our Systematic Transfer Plan, subject always to the following condition:
  - 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.
- 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 Enhancer 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 Enhancer Fund
Month 1	1/52 <sup>nd</sup> of the units available at the end of week 1
Month 2	1/51 <sup>st</sup> of the units available at the end of week 2
.....	.....
Month 26	1/27 <sup>th</sup> of the units available at the end of week 26
.....	.....
Month 51	1/2 of the units available at the end of week 51
Month 52	Balanced units available at the end of week 52

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 Enhancer Fund
Week 1	1/12 <sup>th</sup> of the units available at the end of Month 1
Week 1	1/11 <sup>th</sup> of the units available at the end of Month 2
.....	.....
Week 6	1/7 <sup>th</sup> of the units available at the end of Month 6
.....	.....
Week 1	11/2 <sup>nd</sup> of the units available at the end of Month 11
Week 12	Balanced units available at the end of Month 12

- a) 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 13)b) above.
- b) 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.
- c) 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.
- d) No other switches into or from the Protector Fund shall be allowed during the Systematic Transfer period.

#### Article 14 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.

**Article 15 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 15(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.

## Rider - Accidental Death and 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.

Accidental Dismemberment Benefit as % of the Sum Assured	
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, 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 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 authorised 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.

# Hospital Cash 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 Policy is further governed by the relevant Standard Terms & Conditions applicable to the Base plan.

## Article 2 Insured & Claim Event

- 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.
- 2.2 A Claim Event means the Insured's admission as an inpatient into a Hospital, as defined in Article 4 below, for the immediate treatment of any sickness or accidental bodily injury which is declared in writing to be necessary by a registered and qualified Medical Practitioner.

## Article 3 Benefits

- 3.1 Upon the happening of a Claim Event affecting the Insured or, in the event of a joint life Policy, either Insured, the Company will make payment of benefits as provided for under Article 3.2 below provided that:
  - 3.1.1 The Claim Event first occurs while this Rider is still operative and is reported to the Company in accordance with Article 8 below.
  - 3.1.2 The period of hospitalisation necessitated by the Claim Event exceeds a continuous period of 48 hours from the time of first admission.
- 3.2 In the event of an admitted claim under this Rider, and regardless of the actual costs incurred, the Company "will":
  - 3.2.1 Pay Rs. 1,000/- for each completed 24 hour period of hospitalisation in respect of admission to a general or special ward, or
  - 3.2.2 Pay Rs. 3,000/- for each completed 24 hour period of hospitalisation in respect of admission to an Intensive Care Unit,
  - 3.2.3 Not pay for more than a maximum of 30 days for all periods of hospitalisation in any one Policy Year and 180 days for all periods of hospitalisation throughout the term of the Rider.
- 3.3 In calculating the amount of the payment to be made under Article 3.2:
  - 3.3.1 Periods of admission shall be calculated from the time of admission to the time of discharge.
  - 3.3.2 Where two periods of hospitalisation are due to the same originating cause or event and are separated by not more than 90 days, the two periods of hospitalisation will be considered to be a single period of hospitalisation commencing on the first day of the first period of hospitalisation.
  - 3.3.3 In the case of admission to the general or special and intensive care unit in anyone period of 24 hours, the Company shall pay benefits as if the admission was to the intensive care unit provided that the period of admission to the intensive care unit is at least six continuous hours.

## Article 4 Definition of Hospital

- 4.1 In order to be classed as a Hospital in which hospitalisation may result in payment under this Rider, the establishment must meet all the following criteria:
  - a) It is established for indoor care and treatment of sickness and injuries, and has been registered as a hospital with the local authorities
  - b) It has one or more qualified doctors (with the relevant medical qualifications) present at all times and is under the supervision of a registered and qualified medical practitioner
  - c) It is a place where the daily records of patients are maintained and accessible to the Company's authorised officer

- d) It is a place which provides diagnostic and medical equipment and facilities needed in operations for the accommodation and treatment of injured persons and medical attention for any disease or childbirth
  - e) It is a place where in-patient facilities are available and which uses generally recognised scientific methods; and
  - f) It is a place with at least 15 in-patient beds
- 4.2 Intensive Care Unit means a section, ward or wing of a Hospital which is under the constant supervision of an Intensive Care Unit Specialist, and which is specially equipped for treatment of patients:
- a) Who are in a critical condition, or
  - b) Who require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and high-care wards.

## Article 5 Exclusions and Waiting Periods

- 5.1 No benefit will be payable if the hospitalisation is directly or indirectly caused by or aggravated by or related to
- a) Any condition existing prior to the Commencement Date except as stated in the Schedule
  - b) Routine examinations, preventative measures, check-ups or a medical examination not performed for the purpose of treating illnesses or injuries
  - c) Treatment for idiopathic epilepsy and psychiatric conditions
  - d) Dental treatment, supply or fitting of eye glasses, lenses or hearing aids
  - e) Treatment which is not undertaken by a registered and qualified Medical Practitioner
  - f) Attempted suicide or self-inflicted injuries
  - g) Drug abuse, alcohol or solvent abuse, or the taking of drugs except in accordance with the direction of a registered medical practitioner
  - h) Childbirth, (other than a Pregnancy Complication as defined in Article 5.5 below) abortion, contraceptive measures, fertility tests and treatment of infertility
  - i) Cosmetic or plastic surgery, unless due to an accident and recommended by a registered and qualified medical practitioner
  - j) Donation of an organ
  - k) Compulsory vaccination
  - l) Injuries resulting whilst flying in any kind of aircraft other than as a fare paying passenger in an aircraft of a licensed airline
  - m) Hazardous sports and pastimes - injuries resulting from taking part or practising for any hazardous hobby, pursuit or any race except as previously declared to and accepted by the Company
  - n) War and civil commotion - injuries resulting from war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion
  - o) Criminal Acts - injuries resulting from any criminal act or any attempt thereof
  - p) Injuries resulting from nuclear reaction, radiation and nuclear or chemical contamination
  - q) Injuries resulting from service in any military, police or similar organisation

r) Injuries resulting from participation in strikes or other industrial disputes

s) Care and/or treatment at an establishment which does not conform to the definition of a Hospital as set out in Article 4

5.2A "Waiting Period" under this Rider shall mean a continuous period of days immediately following the Commencement Date of the Rider or the date on which cover under the Rider is re-instated, where applicable.

5.3 For the purposes of this Article "Injury" means an accidental bodily injury that results from sudden, unexpected and violent external force independently of any other cause that is not excluded under Article 5.1 and occurs when the Rider is in force.

5.4 For the purposes of this Article "Sickness" means any physical sickness, disease or condition that is not excluded under Article 5.1 That first manifests itself when the Rider is in force.

5.5 For the purpose of this Article "Pregnancy Complication" means toxæmia, ectopic pregnancy or hyperemesis gravidarum.

5.6 There shall be no Waiting Period for hospitalisation due to Injury.

5.7 The Waiting Period for hospitalisation due to Sickness is 90 days, during which period no benefits shall be paid under this Rider for the Sickness.

5.8 The Waiting Period for hospitalisation due to a Pregnancy Complication is 365 days during which period no benefits shall be paid under this Rider for the Pregnancy Complication.

5.9 Pursuant to Articles 5.1 and 5.8, for the avoidance of doubt, no benefits shall be paid for hospitalisation due to pregnancy (except Pregnancy Complication), childbirth (including surgical delivery), abortion or miscarriage (except as a result of an Injury) and prenatal or post natal care.

5.10 Any hospitalisation that occurs outside of the Union of India.

## **Article 6 Charge for Rider**

6.1 The charge in respect of this Rider, as determined by the Company, 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 the charges for the Base Plan.

6.2 Charge for this Rider may be adjusted by the Company on each Anniversary, where necessary. The Company will inform the Insured if it is necessary to increase the charge for the Rider.

## **Article 7 Duration of the Rider**

7.1 The Rider terminates at the end of the Premium Payment Term of the Base Plan as defined in the Standard Terms and Conditions or on the Anniversary on which the Insured in the case of single life or older of the Insureds in the case of joint Policy attains Age 60, whichever is earlier.

7.2 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 at the Company address in India 30 days prior to the Anniversary

7.3 The Rider terminates if the Policy is terminated or cancelled for any reason

7.4 The Rider terminates once Insured in the case of single life or both of the Insureds in the case of joint life receives the benefit payment for full 180 days as stipulated in Article 3.2.3.

7.5 The Company may at any time terminate this Rider, and it shall terminate upon the Company giving 60 days written notice to the Policyholder. No refund of charges made for the Rider or any adjustment to the Premium will be due or given in consequence of the termination, but no further charges shall be deducted by the Company after the date upon which the Rider is terminated. No claims may be made after the termination of the Rider. However any claims made before cancellation will be considered in accordance with these Special Terms and Conditions.

**Article 8 Claim Procedure**

It is a condition precedent to the liability of the Company to make payment under this Rider that the Insured shall give a written notice within a period of thirty days after the period of hospitalisation. The Policyholder shall furnish at his own expense all evidence that the Company may require in support of the claim. The Company may require the Insured 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 if required, 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.

- 8.1 The Company reserves the right to require proof of age before benefit is paid.

**Article 9 Changes to the Special Terms and Conditions**

- 9.1 The Company reserves the right to change these Special Terms and Conditions and the benefits conferred by the Rider if there is a change in the law, legislation or taxation affecting the Company or the main Policy, or if there is a change in circumstances which makes it impossible or impracticable for the Company to follow these Special Terms and Conditions.
- 9.2 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.
- 9.3 The Company will notify the Policyholder about 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/she will be deemed to have accepted the change.

## Rider - Critical Illness 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 will only be effective if a Permanent Total Disability Rider is effected simultaneously.
- 1.3 This Rider is further governed by the relevant Standard Terms & 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 Critical Illness Benefit

- 3.1 Upon the happening of a Covered Event under Article 9 below, the Company will make payment as provided for under Article
- 3.2 If all the following conditions precedent to its liability are fulfilled:
  - a) The Company receives proof, satisfactory to the Company, that one of the Covered Events given in Article 9, including the conditions stated therein, first occurred in the period starting six months after the Rider commencement and ending upon termination of the Rider.
  - b) The Covered Event is notified to the Company by the Policyholder or the Insured within one month of its diagnosis.
  - c) The Company is provided with satisfactory proof of age before benefit is paid.
  - d) At the request of the Company, the Insured is 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 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, or the refusal of the Insured to undergo such an investigation, 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.
- 3.2 In the event of an accepted claim under this Rider, the Company will be liable to pay no more than the value as at the date of the Covered Event of Accumulation Units accruing from the payment of any Top Up Premium (if any), and, provided Regular Premium has been paid, the greater of:
  - 3.2.1 The Sum Assured subject to a maximum of Rs.2,000,000 (the "Rider Sum Assured", as the same may be increased pursuant to the provisions of Article 4 below), and
  - 3.2.2 The Fund Value (excluding any Accumulation Units accruing from the payment of any Top Up Premium) as at the date of the Covered Event.
- 3.3 If the Insured dies before the payment of a benefit under this Rider, then the Company shall only make payment as provided for under the Base Plan.
- 3.4 The Policy and all Riders will terminate on the happening of a Covered Event under Article 9.
- 3.5 The right to the payment of benefit under this Rider will begin six months after the commencement of the Critical Illness Rider. The right to the benefit will only arise if one of the Covered Events given in Article 9 occurs during the period starting six months after the Rider commencement date and ending on the termination date of the Rider.
- 3.6 If the Covered Event occurs within the first six months of the Rider commencement, the Company will not pay any benefit under this Rider and the Rider will be terminated. In this event, the Company will increase value of Units fund in the Unit Account in respect of Regular Premium by the value of Units deducted in accordance with Article 5 below. The Sum Assured for the Policy will remain unchanged.
- 3.7 The Company is entitled to reduce the benefit under this Rider by any payment which is made by the Company in respect of the Base Plan after the Covered Event and before the claim notification. This does not apply to partial withdrawals from Units held in the Unit Account in respect of Top Up Premiums.

**Article 4 Indexation**

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

**Article 5 Charge for Rider**

- 5.1 The charge in respect of this Rider, as determined by the Company, is included in the Regular Premium.
- 5.2 The charge for covering the risk under the 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 for the deduction of charge for the Policy.

**Article 6 Duration of the Rider**

- 6.1 The Rider terminates at the earlier of the Anniversary at which Insured in the case of single life or older Insured in the case of joint life attains Age 60 or the end of the Policy Term.
- 6.2 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 30 days prior to the Anniversary.
- 6.3 The Rider terminates if the Policy is terminated for any reason.
- 6.4 If this Rider terminates or is cancelled then the Permanent Total Disability Rider will terminate simultaneously.

**Article 7 Residence**

- 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 takes up permanent residence outside India, or of any period of temporary residence outside India for a continuous period exceeding three months. The Company may in its sole and absolute discretion 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 Critical Illness. In this event there will be no refund of any charges made in respect of this Rider.

**Article 8 Exclusions**

- 8.1 No benefit will be payable if the Covered Event 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 registered and qualified medical practitioner, any crime or attempted crime committed by the Insured, wilful self inflicted injury, 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) Engaging in racing of any kind other than athletics or swimming.
  - iv) 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.
  - v) Radioactive contamination due to a nuclear accident.
  - vi) Any mental or functional disorder.
  - vii) Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
  - viii) Any condition existing prior to the Commencement Date except as stated in the Schedule.
  - ix) Human Immunodeficiency Virus (HIV) or variants including Acquired Immune Deficiency Syndrome (AIDS).

**Article 9 Covered Events - Critical Illness Definitions**

A Covered Event occurs when the Insured in the case of single life or one of the Insureds in the case of joint life is diagnosed as having one of the Critical Illnesses defined below, or at the moment when one of the surgical operations listed below has been performed. In addition to the criteria



below having been fulfilled, the diagnosis, with supporting documentation, must have been recorded in the Insured's medical records held by the medical centre in which the diagnosis was made, or by the examining registered and qualified medical practitioner who holds an appointment as a specialist consultant.

### 9.1 Heart Attack

Heart Attack is the death of a portion of the heart muscle as a result of abrupt interruption of adequate blood supply to the area. The diagnosis must be evidenced by all of the following criteria:

- a) A history of typical chest pain
- b) New electrocardiographic changes in keeping with recent symptomatology and laboratory verification of acute myocardial infarction
- c) An elevation in cardiac enzyme levels (CK level two times higher than the upper range of normal limit, accompanied by either the elevation of CK-MB, AST and LDH, or the elevation of troponin)

The Covered Event occurs at the moment when all of the above stated criteria have been evidenced, and the diagnosis with supporting documentation duly recorded in the Assured's medical records held by the medical centre or by the examining medical practitioner.

9.1.1 **"Medical Center"** means any institution in India established for indoor care and treatment of sickness and injuries and which has been registered as a hospital or a nursing home with the local authorities is under the constant supervision of a registered and qualified medical practitioner, and must meet all the following criteria :-

- 9.1.1.1 It remains open at all times.
- 9.1.1.2 It is a place with at least 15 in-patient beds.
- 9.1.1.3 It has fully equipped and maintained surgical operation theatre of its own wherever surgical operations are carried out.
- 9.1.1.4 It is a place which has fully qualified nursing staff under its employment round the clock.
- 9.1.1.5 It is a place with fully qualified doctor(s) in-charge round the clock.
- 9.1.1.6 It is a place which maintains a daily medical record for each patient which is accessible to the Chief Medical Officer of the Company.
- 9.1.1.7 It shall not include an establishment which is a rest home, convalescent home, home for the aged, rehabilitation facility, place for the drug-addicts or alcoholics, place for the treatment of mental disorders or such similar establishment.

9.1.2 **"Examining medical practitioner/Consultant Physician"** means a medical practitioner who holds a medical degree from a recognised institution and is registered by the Medical Council of the respective state of India, specialised in the area of expertise and who is the treating consultant physician of the applicant for the related disease or ailment which is being covered by Policy. It does not include a medical practitioner who:

- 9.1.2.1 is a close relative of the Insured or
- 9.1.2.2 resides in the Insured person's home or
- 9.1.2.3 is the Insured himself or
- 9.1.2.4 is an agent of the Insured.

### 9.2 Stroke

Any cerebrovascular incident producing neurological sequelae lasting more than 24 hours plus evidence of permanent neurological deficit as determined 6 weeks after the event including:

- a) Infarction of brain tissue
- b) Haemorrhage from an intracranial vessel
- c) Embolisation from an extracranial source

The diagnosis must be supported by new changes on a CT or MRI scan.

The Covered Event occurs at the moment when evidence of permanent neurological damage has been confirmed by a neurologist at the earliest 6 weeks after the first diagnosis of stroke, and no claims can be admitted earlier. Cerebral symptoms due to migraine, cerebral injury resulting from trauma or hypoxia, and vascular disease affecting the eye or optic nerve as well as ischaemic disorders of the vestibular system are excluded.

### 9.3 Cancer

Cancer is the presence of uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. Incontrovertible evidence of the invasion of tissue, or definite histology must be produced. The term "Cancer" also includes leukaemia (other than chronic lymphatic leukaemia), lymphomas and Hodgkin's Disease.

Excluded are:

- a) Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2, and CIN-3) or which are histologically described as premalignant.
- b) Melanomas of less than 1.5 mm maximum thickness as determined by histological examination or less than Clark Level 3 depth of invasion
- c) All hyperkeratoses or basal cell carcinomas of the skin
- d) All squamous cell carcinomas of the skin unless there has been a spread to other organs
- e) Kaposi's Sarcoma and other tumours associated with HIV infection or AIDS
- f) Prostatic cancers which are histologically described as TNM classification T1 (including T1(a) or T1(b) or are of another equivalent or lesser classification).

#### 9.4 End-Stage Kidney Failure

End stage renal failure due to chronic irreversible failure of both kidneys to function. This must be evidenced by the Insured undergoing regular renal dialysis for more than three months. The Covered Event occurs when the last day of these three months has elapsed.

#### 9.5 Major Organ Transplant

The actual undergoing as a recipient of a transplant of heart (transplantation of the complete heart), lung, liver, kidney or bone marrow as a result of chronic irreversible failure. Evidence of end stage disease must be provided and the requirement for transplantation must be confirmed by a consultant physician where "Consultant Physician" has the meaning as defined in Article 9.1.2.

#### 9.6 Coronary Artery Bypass Surgery

Open heart surgery to correct narrowing or blockage of two or more coronary arteries by the use of saphenous vein grafts or internal mammary grafting, but excluding all non-surgical procedures such as angioplasty or laser techniques. Angiographic evidence of the underlying disease must be provided.

#### 9.7 Blindness

Total, clinically certified, irreversible loss of sight in both eyes as a result of acute illness, but not as a result of accidental injury. The blindness must be certified by an ophthalmologist's report.

#### 9.8 Deafness

Total, irreversible loss of hearing for a continuous period of twelve months for all sounds in both ears as a result of acute illness, but not as a result of accidental injury. Medical evidence in the form of audiometric and sound threshold tests must be provided.

#### 9.9 Benign Brain Tumour

Life threatening, non-cancerous tumour in the brain as confirmed by a neurologist or neurosurgeon. This includes intracranial tumours causing damage to the brain. Tumours must be deemed to require neurosurgery, or if inoperable cause permanent neurological deficit. Cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine are excluded. The Covered Event occurs when the neurosurgery has been performed, or at the moment the diagnosis of inoperability and permanent neurological deficit has been recorded in the Insured's medical records held by the medical centre or the examining medical practitioner as specified in Article 9.1.1 and Article 9.1.2.

#### 9.10 Terminal Illness

Any incurable disease process which in the opinion of the examining medical practitioner holding an appointment as a specialist consultant is very likely to lead to death within 12 months of the Company receiving notification of the Claim. This medical opinion must be confirmed by the Company's Chief Medical Officer. The Insured has to prove to be HIV negative if requested by the Company.

### Article 10 Changes to the Special Terms and Conditions

- 10.1 The Company reserves the right to change these Special Terms and Conditions and the benefits conferred by the Rider if there is a change in the law, legislation or taxation affecting the Company or the main Policy, or if there is a change in circumstances which makes it impossible or impracticable for the Company to follow these Special Terms and Conditions.
- 10.2 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.
- 10.3 The Company will notify the Policyholder about 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 then he shall be deemed to have accepted the change.

## Rider - Permanent Total Disability

### 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 will only be effective if a Critical Illness Rider is effected simultaneously.
- 1.3 This Policy is further governed by the relevant Standard Terms & 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 Permanent Total Disability (PTD) shall mean the Insured's permanent and total incapacity due to accidental bodily injury or illness which, in the opinion of the Company, is such as to prevent the Insured totally at the time of the claim being made from engaging in or being employed for remuneration or profit in any occupation at any time in future.

### Article 4 Benefits

- 4.1 Entitlement to this benefit will arise when the Company receives satisfactory proof that the Insured in the case of single life or any one of the Insured in the case of joint life has suffered PTD which commenced within the duration of the Rider and which has lasted for a continuous period of 12 months.
- 4.2 In the case of joint life the benefit will be paid in respect of one Insured only on first reported and admitted claim basis.
- 4.3 In the event of an accepted claim under this Rider, the Company will be liable to pay no more than the value as at the date of the PTD of Accumulation Units accruing from the payment of any Top Up Premium (if any), and, provided Regular Premium has been paid, the greater of:
- 4.3.1 The Sum Assured subject to a maximum of Rs.2,000,000 (the "Rider Sum Assured", as the same may be increased pursuant to the provisions of Article 5 below), and
- 4.3.2 The Policy Value (excluding any Accumulation Units accruing from the payment of any Top Up Premium) as at the date of the PTD.
- 4.4 The Policy and all riders will terminate on the occurrence of the PTD. If the Insured dies before the payment of a benefit under this Rider, then the Company shall only make payment as provided for under the Base Plan.
- 4.5 The right to the PTD benefit will begin six months after the commencement of the PTD Rider.
- 4.6 If the PTD occurs within the first six months of the Rider Commencement, the Company will not pay any PTD benefit and the Rider will be terminated. In this event, the Company will increase the value of Units fund in the Unit Account in respect of Regular Premium by the value of Units deducted in accordance with Article 6 below. The Sum Assured will remain unchanged.
- 4.7 The Company is entitled to reduce the benefit under this Rider by any payment which is made by the Company in respect of the Base Plan after the occurrence of an insured event under this Rider and before the claim notification. This does not apply to partial withdrawals from Units held in the Unit Account in respect of Top Up Premiums.

### Article 5 Indexation

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

### Article 6 Charge for Rider

- 6.1 The charge in respect of this Rider, as determined by the Company, 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 charge for the Policy.

**Article 7 Duration of the Rider**

- 7.1 The Rider terminates at the end of the Policy Term of the Base Plan as defined in the Standard Terms and Conditions or at the policy anniversary at which the Insured in the case of single life or older Insured in the case of joint life attains Age 60 whichever is earlier.
- 7.2 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 30 days prior to the Anniversary.
- 7.3 The Rider terminates if the Policy is terminated or cancelled for any reason.
- 7.4 If this Rider terminates then any Critical Illness Rider will terminate simultaneously

**Article 8 Change of Occupation**

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

**Article 9 Residence**

- 9.1 It is a condition precedent to the liability of the Company 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. If so informed, the Company may in its sole and absolute discretion 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 PTD. In this event there will be no refund of any charges made in respect of this benefit.

**Article 10 Claim Procedure**

- 10.1 It is a condition precedent to the liability of the Company that written notice of a claim must be received by the Company within three months after a twelve-month period of PTD has elapsed. Before any claim is admitted, accidental bodily injury or illness resulting in PTD shall be proved to the satisfaction of the Company, which reserves the right to require the Insured to be examined by a registered and qualified medical practitioner appointed by the Company. The Policyholder shall furnish at his own expense all evidence that the Company may require. The Company may require the Insured 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.
- 10.2 The Company reserves the right to require proof of age before benefit is paid.

**Article 11 Exclusions**

- 11.1 No benefit will be payable if the PTD 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 medical practitioner, any crime committed by the Insured, wilful self inflicted injury, 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 commercial 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 except as stated in the Schedule.
- x) Human Immunodeficiency Virus (HIV) or variants (including Acquired Immune Deficiency Syndrome (AIDS)).

11.2 No benefit will be payable during the first 12 months of continuous PTD.

## **Article 12 Changes to the Special Terms and Conditions**

- 12.1 The Company reserves the right to change these Special Terms and Conditions and the benefits conferred by the Rider if there is a change in the law, legislation or taxation affecting the Company or the main Policy, or if there is a change in circumstances which makes it impossible or impracticable for the Company to follow these Special Terms and Conditions.
- 12.2 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.
- 12.3 The Company will notify the Policyholder about 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.

## Endorsement
