



Aviva Live Smart Plan (Non-participating Unit Linked plan)

[UIN : 122L098V02]

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 annexure/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) Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
 - ii) Age means age at last birthday.
 - iii) 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. 1 of the Table of Charges).
 - iv) Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
 - v) Complete Withdrawal means discontinuance of the Policy in accordance with Articles 2)b) or 5).
 - vi) Date of Complete Withdrawal means the date on which We receive the Policyholder's notice for Complete Withdrawal of the Policy or the expiry of 30 days of the Policyholder receiving Our notice, whichever is earlier, under Article 2)b)ii).
 - vii) Date of Revival means the date on which the Policy is revived by Us as per Article 2.
 - viii) Discontinuance Charge means the charge specified in the Schedule.
 - ix) Discontinued Policy Fund means Our segregated fund which is constituted by the fund value of all discontinued policies.
 - x) Discontinuance Period is the period from the due date of first unpaid instalment of Regular Premium till the Date of Revival.
 - xi) Funds means the internal investment funds established and managed by Us in accordance with Articles 7) and 9).
 - xii) Fund Value means the total number of Units pertaining to Regular Premium and Top Up Premium, if any, held in the unit account multiplied by their respective Unit Price.
 - xiii) Insured means the person named in the Schedule.
 - xiv) Lock-In-Period means the period of five (5) consecutive Policy Years from the Commencement Date.
 - xv) Maturity Benefit means the benefit as at the Maturity Date, payable in accordance with Article 3)c).
 - xvi) Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable.
 - xvii) Medical Practitioner means person who holds a valid registration from the Medical Council of any State of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or by a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license. Medical Practitioner shall not include:
 - a) Policyholder's or the Insured's close relative; or
 - b) a person who resides with the Policyholder or the Insured; or
 - c) Policyholder or the Insured.
 - xviii) Minimum Interest Rate means the minimum guaranteed rate of interest applicable to the Discontinued Policy Fund as declared by the IRDA from time to time. The current minimum guaranteed rate of interest applicable to the Discontinued Policy Fund is four percent (4%) per annum.
 - xix) Nominee means the person named in the Schedule who has been nominated by the Policyholder in accordance with Article 10).
 - xx) Paid Up Policy means a Policy where the Sum Assured is reduced after We have received a notice from the Policyholder to convert the Policy into a Paid-up Policy as per Article 2)b)ii).
 - xxi) Paid Up Sum Assured means the Sum Assured multiplied by the total number of Regular Premiums paid by the Policyholder to Us divided by total number of Regular Premiums payable by the Policyholder during the Premium Payment Term.

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- XXii) Policy means the arrangements established by this Policy Document.
- XXiii) Policy Anniversary means the annual anniversary of the Commencement Date.
- XXiv) Policy Term means the period between the Commencement Date and the Maturity Date.
- XXV) Policy Year means the year commencing on the Commencement Date or an anniversary thereof.
- XXvi) Policyholder means the adult or the entity named in the Schedule who has concluded this Policy with Us.
- XXvii) Premium Payment Term means the period specified in the Schedule, during which Regular Premium is payable.
- XXviii) Proceeds of the Discontinued Policy Fund mean the Fund Value as on the Date of Complete Withdrawal.
- XXix) Proposal Form means the signed, completed and dated proposal form submitted by the Policyholder to Us, including any declarations and statements annexed to it.
- XXX) Regular Premium means the amount of premium payable by the Policyholder in regular instalments in the manner specified in the Schedule.
- XXXi) 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.
- XXXii) Sum Assured means the amount specified in the Schedule.
- XXXiii) Top Up Premium means payments (apart from Regular Premium) received from the Policyholder in the form of a single payment.
- XXXiv) Top Up Sum Assured means 1.25 times of all the Top Up Premium deposited by the Policyholder from time to time.
- XXXV) Unit means a notional and proportionate part of the unit account created by the allocation of the Regular Premium and the Top Up Premium, if any, and created solely for the purpose of determining the benefits under this Policy.
- XXXvi) Unit Price means the price per Article 9) at which We allocate or redeem Units in each of the Funds on that day.
- XXXvii) Valuation Date shall have the meaning ascribed to it in Article 9).
- XXXviii) We, Our and Us means the Aviva Life Insurance Company India Limited.

2) **Payment of Regular Premium, Top Up Premium, Grace Period, Complete Withdrawal, Revival and Dealings with the Policy**

- a) Regular Premiums are payable in the amounts as specified in the Schedule, at the Premium Frequency and for the Premium Payment Term. Regular Premium shall become due on every Policy Anniversary, on the date corresponding with the Commencement Date. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be due date. We shall not accept any part payments of the Regular Premium due.
- b) If We do not receive the Regular Premium in full on due date then:
- i) We will allow a thirty (30) days grace period from the due date of the first unpaid instalment of Regular Premium. During this grace period, the benefits under Article 3) will continue to apply.
 - ii) If the Regular Premium due is not received in full within the grace period, then We shall send the Policyholder a written notice within fifteen (15) days from the expiry of the grace period. Within thirty (30) days of receipt of Our notice, the Policyholder shall give Us written notice to either:
 - (1) revive the Policy; or
 - (2) exercise Complete Withdrawal, or
 - (3) convert the Policy into a Paid-up Policy provided the Lock-in-Period is over on the date of discontinuance of the Regular Premium

Until the earlier of the receipt of the Policyholder's notice under Article 2)b)ii) and the expiry of 30 days of the Policyholder receiving Our notice under Article 2)b)ii), the Fund Value of the Policy shall continue to be part of the Funds chosen by the Policyholder and the benefits under Article 3) will continue to apply.
 - iii) If the discontinuance of the Regular Premium payment happens before the expiry of the Lock-in-Period and the Policyholder gives Us written notice to revive the Policy under Article 2)b)ii) but the Policy is yet to be revived, then the Fund Value (after deduction of the Discontinuance Charge as specified in the Schedule for Units pertaining to Regular Premium) as on the date of expiry of the notice period of 30 days as per Article 2)b)ii), will be transferred to the Discontinued Policy Fund. If the Policy is not revived, then the Proceeds of the Discontinued Policy Fund as on the date of expiry of the Lock-In-Period or two years from the date of expiry of the notice period of 30 days as per Article 2)b)ii), whichever is later, will be payable to the Policyholder. In case the Lock-In-Period has ended before the expiry of two years from the date of expiry of the notice period of 30 days as per Article 2)b)ii), then the Policyholder will have the option to request for the Proceeds of the Discontinued Policy Fund by giving Us written notice.
 - iv) If the Policyholder has given Us written notice to revive the Policy or to revive the Paid-up Policy under Article 2)b)ii) the risk cover shall be restored from the Date of Revival subject to:
 - I. Our board approved underwriting policy, as applicable from time to time, and Our right to obtain additional information or documentation and/or impose additional mortality charges before reviving the Policy.
 - II. The Policyholder paying in full all the Regular Premiums that would have been payable from the date of discontinuance of Regular Premium to the Date of Revival of the Policy.
 - III. The Policyholder agreeing that there is no obligation on Us to revive the Policy even if the Policyholder has given Us all documentation or that We may restrict the terms upon which We may agree to revive, the decision as to which shall be in Our sole and absolute discretion.
 - IV. The revival of the Policy shall not take effect until We have approved the Policyholder's request for revival which shall only be evidenced by a written communication from Us confirming this.

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- V. We shall at the time of revival of the Policy
- (1) add back to the Proceeds of the Discontinued Policy Fund, if applicable, as on the Date of Revival, an amount equal to the Discontinuance Charge which was deducted from the Fund Value on the expiry of the notice period of 30 days as per Article 2(b)ii) and use this sum to allocate units to the segregated funds at the Net Asset Value (NAV) on the Date of Revival in the proportion as chosen by the Policyholder on the date of expiry of the notice period of 30 days as per Article 2(b)ii).
 - (2) levy Policy Administration Charge and Premium Allocation Charge as applicable during the Discontinuance Period.
- v) If the Policyholder has given Us written notice for Complete Withdrawal under Article 2(b)ii), then We shall pay the amount calculated in accordance with Article 5.
 - vi) If the Policyholder does not give Us written notice to revive the Policy in accordance with Article 2(b)ii) within 30 days of the Policyholder receiving Our notice under Article 2(b)ii), the Policyholder shall be deemed to have opted for Complete Withdrawal and We shall pay the amount calculated in accordance with Article 5.
 - vii) The charges as specified in the Schedule shall continue to be deducted till earlier of the Date of Complete Withdrawal or the end of the Policy Term.
 - viii) If the Policyholder opts for option under Article 2(b)ii)3), the Policy will become a Paid Up Policy. The Mortality Charges as specified in the Schedule will be applicable on the Paid Up Sum Assured and all other applicable charges shall continue to remain deducted as specified in the Schedule. The Accidental Death Sum Assured specified in the Schedule will become equal to the Paid Up Sum Assured, if the Paid Up Sum Assured becomes lower than the Accidental Death Sum Assured as at the Commencement Date.
- c) **Payment of the Top Up Premium**
Payment of the Top Up Premium shall be allowed during the Policy Term subject to the following:
- i) All the due instalments of Regular Premium till the date of the payment of the Top Up Premium have been received in full.
 - ii) The minimum amount that can be paid as a single payment of Top Up Premium is Rs.5,000.
 - iii) At any point of time during the Policy Term, the total Top Up Premium received by Us shall not exceed the sum of the Regular Premiums paid by the Policyholder.
 - iv) Top Up Premium received under the Policy will result in an increase of the Top Up Sum Assured.
 - v) No Top up Premium shall be accepted in the last five (5) Policy Years.
 - vi) Every Top Up Premium is subject to Lock-in-Period of 5 years from the date of allocation of each Top Up Premium. During this Lock-in-Period no partial withdrawals allowed. However, payment with respect to units pertaining to Top Up Premium will be made only in case the Policy is terminated due to
 1. Complete Withdrawal after the Lock-in- Period.
 2. Death of Insured
 3. Maturity Date
- d) **Reduction in the Sum Assured**
At any Policy Anniversary, the Policyholder may reduce the Sum Assured, subject to the following:
- i) The Policyholder has given Us written notice to reduce the Sum Assured at least fifteen (15) days prior to the Policy Anniversary from which the Sum Assured is proposed to be reduced;
 - ii) the Sum Assured after the proposed reduction is at least equal to the higher of the Minimum Sum Assured as specified in the Schedule or 105% of the total of the Regular Premiums received till the date of the proposed reduction;
 - iii) The reduced Sum Assured shall be applicable from the Policy Anniversary immediately succeeding the receipt of the said notice by Us and Our acceptance of the reduced Sum Assured by sending a confirmation to the Policyholder in writing;
 - iv) No increase in the Sum Assured is permitted during the Policy Term and, once reduced, the Sum Assured cannot be increased subsequently.
 - v) Reduction in the Sum Assured shall not result in any change in the Regular Premium due under the Policy.
- e) **Auto Vesting**
- i) Vesting on the Insured
- If the Insured is a minor on the Commencement Date then, immediately and automatically upon the Insured attaining Age 18:
- (1) The Policy shall vest in the Insured.

- (2) The Insured shall solely become entitled to exercise any and all rights of the Policyholder in relation to the Policy.
 - (3) The Insured shall solely become obliged to accept and discharge any and all responsibilities of the Policyholder in relation to the Policy.
- ii) Vesting on the Surviving Parent

If the Policyholder dies when the Insured is less than Age 18, the Policy shall, on the submission of the necessary application and supporting documents as required by Us, vest in the surviving parent of the Insured.

f) No loan shall be available under this Policy.

3) **Benefits**

a) **Death Benefit**

i) Subject to Article 3)a)iii) and 3)a)iv), if the Insured dies on or after the Commencement Date but before the Maturity Date, then We will pay to the Policyholder (and if the Policyholder is not alive to the Nominee):

- (1) the higher of:
 - (a) the Sum Assured plus Top Up Sum Assured; or
 - (b) 105% of the total of the Regular Premiums and the Top Up Premiums (if any) received till the date of the Insured's death

plus
- (2) the Fund Value as on the date of the notification of Insured's death

ii) If the Insured dies solely and directly due to an Accident which occurs after the Commencement Date and after the Insured has attained Age 18 years and before the accidental death cover expiry date specified in the Schedule, then in addition to any amounts payable under Article 3)a)i), We will pay the Accidental Death Sum Assured specified in the Schedule, provided that the death of the Insured is not caused or aggravated directly or indirectly by:

- (1) Alcohol or drug abuse including drug taking other than prescribed by a Medical Practitioner, any crime committed by the Insured, wilful self inflicted injury, suicide or attempted suicide or unreasonable failure to seek or follow medical advice.
- (2) Failure to seek and follow medical treatment and advice from a registered and qualified Medical Practitioner.
- (3) Aviation other than as a passenger in a commercially licensed passenger aircraft.
- (4) Engaging in racing of any kind other than athletics or swimming.
- (5) 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.
- (6) Radioactive contamination due to a nuclear accident.
- (7) Participation in sports or pastimes of a hazardous nature including parachuting, potholing, mountaineering and hot air ballooning.
- (8) Any condition, ailment or injury or related conditions for which Insured had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment within 48 months prior to the Commencement Date or Date of Revival within two years from the date of expiry of the notice period of 30 days as per Article 2)b)ii).

iii) Fund Value as at the date of death of Insured shall be payable under Article 3)a)i) or 3)a)ii), if the Insured's death occurs due to suicide within twelve (12) months of the Commencement Date or the Date of Revival of the Policy. Any charges recovered subsequent to the date of Insured's death shall also be payable and the Policy will terminate immediately and automatically.

iv) In case of Complete Withdrawal during the Lock-In-Period the death benefit under Article 3)a)i) will not be available to the Policyholder or the Nominee on the Insured's death during the Lock-In-Period. In such an event, We will pay the amount calculated and referred to in accordance with Article 5).

b) **Loyalty Addition**

In addition to any amount payable in accordance with Article 3)c), a Loyalty Addition equal to 1% of the value of Units pertaining to the Regular Premiums will be payable on the Maturity Date, provided that:

- i) All the due Regular Premiums have been received in full under the Policy;
- ii) No Loyalty Addition will be payable on the value of Units pertaining to Top Up Premium, if any.

The Loyalty Addition rate is guaranteed and shall not be altered during the Policy Term.

- c) **Maturity Benefit**
If the Policy is not terminated for any reason prior to the Maturity Date then, We will pay the Fund Value as at the Maturity Date to the Policyholder.
- d) The Policy will immediately and automatically terminate on the benefits outlined in Articles 3)a) or 3)c) becoming payable.
- 4) **Partial Withdrawals**
- a) After the commencement of the sixth (6th) Policy Year and provided that the Insured has attained Age eighteen (18) years, the Policyholder may make up to four (4) partial withdrawals in a Policy Year. The minimum amount of a 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 (if any) that have been in existence for at least five (5) years.
- c) If no Units pertaining to Top Up Premium are available or if available, their value is less than the proposed amount of the partial withdrawal, then any shortfall between the amount of the 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. Any partial withdrawal from Units pertaining to Regular Premium shall only be allowed to the extent that the value of the Units pertaining to Regular Premium, after the proposed partial withdrawal, does not fall below an amount equivalent to the Regular Premium for two (2) Policy Years.
- d) Any partial withdrawal shall not affect the amount of the Sum Assured.
- 4A) **Systematic Partial Withdrawal**
- a) After the commencement of the sixth (6th) Policy Year and before the commencement of the last three (3) Policy Years prior to the Maturity Date, the Policyholder may opt for the Systematic Partial Withdrawal option, by which a fixed percentage of the value of Units pertaining to Regular Premium at the commencement of the option shall be payable in arrears to the Policyholder in the form of structured payouts provided that:
- i) A written notice has been given to Us at least fifteen (15) days prior to the month from which the Policyholder intends to start the Systematic Partial Withdrawal option specifying the payout term, payout amount and payout frequency which must be in accordance with the following:
- (a) The payout term may be any whole number greater than or equal to 3 years and less than the number of Policy Years in the remainder of the Policy Term;
- (b) The payout amount may be any amount between 0.25% to 1% of the value of Units pertaining to Regular Premium per month multiplied by payout frequency opted by the Policyholder, subject to a minimum of Rs. 15,000 per annum;
- (c) The payout frequency may be yearly, half yearly, quarterly or monthly.
- ii) The Policyholder may choose to receive the structured payouts either through direct credit/ECS/ cheque, provided that payment through cheque is available only for yearly payout mode.
- iii) The value of Units pertaining to Regular Premium at the proposed commencement of the Systematic Partial Withdrawal option is at least Rs.1,50,000.
- iv) This option shall be effective from the date that We have issued an endorsement to the Schedule specifying the payout term, payout frequency, mode and payout amount for the Systematic Partial Withdrawal option.
- b) If at any time during the payout term, the value of Units pertaining to Regular Premium falls below two (2) times the Regular Premium for the first Policy Year, the Systematic Partial Withdrawal option will be discontinued immediately and automatically and no further structured payouts will be made.
- c) During the payout period, all investment risks shall continue to be borne by the Policyholder.
- d) The Policyholder may discontinue or recommence this option at any time during the Policy Term, subject to the satisfaction of the provisions of Article 4A.
- 5) **Complete Withdrawal Proceeds**
- a) The Policyholder may request Us for Complete Withdrawal at any time during the Policy Term by giving Us a prior written notice.
- b) If the Policyholder opts for Complete Withdrawal under Article 2) or 5)a) before the completion of the Lock-In-Period, then the Fund Value as on the Date of Complete Withdrawal (after deduction of the Discontinuance Charge specified in the Schedule for Units pertaining to Regular Premium) will be transferred to the Discontinued Policy Fund. On the expiry of the Lock-In-Period, the Proceeds of the Discontinued Policy Fund as on the expiry of the Lock-In-Period will be payable to the Policyholder. If the Insured dies after the amount has been transferred to the Discontinued Policy Fund but before it becomes payable, then the Proceeds of the Discontinued Policy Fund as on the date of death will be payable to the Policyholder/Nominee. On payment the Policy shall terminate immediately and automatically.
- c) If the Policyholder opts for Complete Withdrawal under Article 2) or 5)a) after the completion of the Lock-In-Period, We shall pay the Fund Value as on the Date of Complete Withdrawal. On payment the Policy shall terminate immediately and automatically.
- 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 re-direction by changing the allocation proportion 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%.
- 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 twelve (12) 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 any subsequent Policy Year. We will process a switch after receiving a written request from the Policyholder and only if We are satisfied that the proposed switch is in line with Our rules applicable at that time for switching, and (unless the Policyholder wishes to switch 100% to another Fund) that the amount switched and the balance remaining in the Fund from which Units are to be switched, after the proposed switch, are at least Rs.5,000 each 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. After first twelve (12) switches, We will redeem Units for an amount equivalent to the Switching Charge as specified in the Schedule from the Fund the Policyholder has switched in. For each transaction, We will use the Unit Price of the respective Fund that applies on the day of that transaction.

7) **Funds**

- a) Subject to the approval of the Insurance Regulatory and Development Authority, 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 one (1) month prior to such change becoming effective.
- b) Units are a proportionate part of a Fund and will be created in a Fund when assets of an equivalent value are added to the portfolio of assets to which the Fund is referenced. The unit account, the Units and the allocation of Units to the unit account are notional and are designed for the sole purpose of determining the benefits under the Policy.
- c) Assets may only be withdrawn from the portfolio of assets to which the Fund is referenced when Units of equal value to those assets are redeemed in the Fund. Income received from assets referenced to a Fund will be added to these assets. The amount after allowing for tax, if any, will alter the value of each existing unit of the respective Fund.
- d) We do not guarantee the price or value of the Units. The price or value of any Unit and Fund will fluctuate depending upon the performance of the underlying assets. The assets and any income arising from these assets shall remain Our property at all times. The Policy does not confer on the Policyholder or any other person any title to or any beneficial interest in any of Our assets, or to any income from these assets.

8) **Payment of Benefits**

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 ninety (90) days of the occurrence giving rise to such claim. If We are not given written notice of the claim within ninety (90) days of the occurrence giving rise to the claim, then We may accept the claim if We are given reasons in writing for the delay which in Our view are reasonable; and
- 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 or information 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 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:

Market value of investment held by the fund + Value of current assets – Value of current liabilities and provisions, if any

Number of Units existing on Valuation Date (before creation / redemption of Units)

The Unit Price of a Fund will be rounded by not less than three (3) decimal places.

- c) We shall deduct all expenses, costs and duties related to the purchase and sale of assets of the Funds.
- d) We will make all decisions about the selection and valuation of the assets to which a Fund is referenced.

10) **Nomination & Assignment**

- a) The Policyholder may nominate a Nominee or change an existing Nominee by giving Us written notice.
- b) 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.
- c) If there are no Nominees or all Nominees have pre-deceased the Insured then We will pay the Policyholder's legal heirs or legal representatives

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- 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.
- 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 IRDA Regulations, 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.
- c) Any Regular Premium received by Us in advance of the due date shall be invested in the Funds only on the due date.
- 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 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) If We agree to issue duplicate Policy Document, it is hereby understood and agreed that the original shall cease to be of any legal effect and the Policyholder shall indemnify and keep Us indemnified and hold Us harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a duplicate Policy Document.
- b) **Notices & Correspondence**
- i) The Policyholder shall 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) All notices meant for the Policyholder will be in writing and sent by us on the Policyholder's address shown in the Schedule. The Policyholder shall 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.
- iii) Any Policy Document or any other communication sent to the Policyholder by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule shall be deemed to have been received by the Policyholder within 7 days from the date of dispatch.
- c) **Fraud**
- If the Policyholder or Nominee or anyone acting on their behalf or at their direction makes or advances any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect and the same are established by Us in accordance with Section 45 of the Insurance Act, 1938, then this Policy shall be cancelled and the Surrender Value in accordance with Article 5) shall be paid to the Policyholder immediately by Us.
- d) **Taxation**
- We are entitled to make such deductions and/ or levy such charges, present and future which in Our opinion are necessary and appropriate, from and/or on the premium payable or fee/charge payable or benefit receivable under the Policy on account of any income, withholding, service tax, sales tax, value added or other tax, cess, duty or other levy which is/may be imposed in relation to the Policy by any legislation, order, regulation or otherwise upon Us, the Policyholder or the Nominee. Further, We shall not be liable for any taxes on any personal income of the Policyholder or the Nominee.
- e) **Currency & Territorial Limits**
- All premiums and benefits are payable only within India and in the currency of the Policy as specified in the Schedule.
- f) **Governing Law & Jurisdiction**
- This Policy and any disputes or differences arising under or in relation to the Policy are subject to and shall be construed in accordance with Indian law and by the Indian Courts.
- g) **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.
- h) **Agent's Authority**
- i) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- ii) No insurance agent is authorised to amend the Policy Document, or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at the Policyholder's risk and the agent will be acting only as his representative.
- i) **Section 45 of the Insurance Act, 1938**
- In accordance with Section 45 of the Insurance Act, 1938, "No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected be called in question by an insurer on the ground that statement made in the

proposal or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows 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 policy holder and that the policy holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal.”

SPECIMEN

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