



STANDARD TERMS & CONDITIONS

Aviva i-Growth (UIN :122L106V01)

Non-Participating Unit-Linked Plan

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

Your 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, annexures/ table and/or unit statements attached to it, if any.

1. Interpretation & Definitions

- 1.1. The terms defined below have the meanings given to them below wherever they appear in the Policy Document:
 - 1.1.1. Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
 - 1.1.2. Accidental Death means the death of the Insured caused by an Accident (within ninety (90) days of the occurrence of the Accident and which directly and independently of any physical or mental illness results in the Insured's death.
 - 1.1.3. Age means age at last birthday as specified in the Schedule.
 - 1.1.4. Allocation Rate means the rate at which We allocate the Regular Premium received from You into Units in the unit account, and is as specified in the Schedule (at Item No. 1 of the Table of Charges).
 - 1.1.5. Annualised Premium means the amount specified in the Schedule.
 - 1.1.6. Appointee means the person named as such in the Schedule, to receive the Death Benefit and give a valid discharge to Us on behalf of the Nominee, on the occurrence of the Insured Event during the minority of the Nominee.
 - 1.1.7. Commencement Date means the date on which this Policy commences, as specified in the Schedule.
 - 1.1.8. Complete Withdrawal means the discontinuance of the Policy in accordance with Articles 3.3.1 or 5.
 - 1.1.9. Date of Complete Withdrawal means the date on which We receive Your notice for Complete Withdrawal of the Policy or the expiry of 30 days of Your receipt of Our notice under Article 3.3.1, whichever is earlier.
 - 1.1.10. Date of Revival means the date on which the Policy is revived by Us as per Article 3.3.4.
 - 1.1.11. Discontinuance Period is the period from the due date of first unpaid instalment of Regular Premium till the Date of Revival.
 - 1.1.12. Discontinued Policy Fund means Our segregated fund which is constituted by the fund value of all discontinued linked insurance policies.

- 1.1.13. Funds means the internal unit linked funds established and managed by Us in accordance with Articles 7 and 9
- 1.1.14. Fund Value means the total number of Units pertaining to Regular Premium held in the unit account multiplied by their respective Unit Price.
- 1.1.15. Grace Period means a period of thirty (30) days (if the Premium Frequency is annual, half yearly or quarterly) and fifteen (15) days (if the Premium Frequency is monthly) from the due date of the first unpaid instalment of Regular Premium.
- 1.1.16. Illness means a sickness or disease or pathological condition leading to the impairment of normal physiological function, which manifests itself during the Policy Term and requires medical treatment.
- 1.1.17. Insured means the person named as the insured in the Schedule, on whose life this Policy is effected.
- 1.1.18. Insured Event means the Insured's death.
- 1.1.19. IRDA means the Insurance Regulatory and Development Authority established under the Insurance Regulatory and Development Authority Act, 1999.
- 1.1.20. Lock-In-Period means the period of five (5) consecutive Policy Years from the Commencement Date.
- 1.1.21. Maturity Benefit means the amount payable in accordance with Article 2.3 (Maturity Benefit).
- 1.1.22. Maturity Date means the date specified in the Schedule on which the Maturity Benefit becomes payable.
- 1.1.23. 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) Your or the Insured's close relative; or
 - b) a person who resides with You or the Insured; or
 - c) You or the Insured.
- 1.1.24. 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.
- 1.1.25. Nominee means the person named in the Schedule who has been nominated by You in accordance with Article 15.
- 1.1.26. Paid Up Policy means a Policy where the Sum Assured is reduced after We have received a notice from You to convert the Policy into a paid up policy as per Article 3.3.8.
- 1.1.27. Paid-up Sum Assured means the amount as calculated with Article 3.3.8.
- 1.1.28. Policy means the arrangements established by this Policy Document.

- 1.1.29. Policy Anniversary means the annual anniversary of the Commencement Date.
- 1.1.30. Policy Term means the period between the Commencement Date and the Maturity Date.
- 1.1.31. Policy Year means a period of twelve (12) months commencing from the Commencement Date or any Policy Anniversary.
- 1.1.32. Premium Payment Term means the period specified in the Schedule, during which Regular Premium is payable.
- 1.1.33. Proceeds of the Discontinued Policy Fund means the Fund Value as on the Date of Complete Withdrawal.
- 1.1.34. Proposal Form means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Policy.
- 1.1.35. Regular Premium means the amount of the instalment premium as specified in the Schedule payable by You during the Premium Payment Term, in the manner and at the intervals (Premium Frequency) as specified in the Schedule.
- 1.1.36. Revival Period means a period of two (2) years commencing from the date of the expiry of the notice period as per Article 3.3.1.
- 1.1.37. Schedule means the schedule (including any annexures/unit statements/tables attached to it and any endorsements We have issued) in connection with this Policy and, if more than one, then the latest in time.
- 1.1.38. Sum Assured means the amount specified in the Schedule.
- 1.1.39. Unit means a notional and proportionate part of the unit account created by the allocation of the Regular Premium and created solely for the purpose of determining the benefits under this Policy.
- 1.1.40. Unit Price means the price in accordance with Article 9 at which We allocate or redeem Units in each of the Funds on that day.
- 1.1.41. Valuation Date shall have the meaning ascribed to it in Article 9.2.
- 1.1.42. We, Our and Us means Aviva Life Insurance Company India Limited.
- 1.1.43. You or Your or Policyholder means the person named in the Schedule who has concluded this policy with Us.
- 1.2. In this Policy Document, where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment includes any subsequent amendment to that enactment and reference to days means calendar days only.

2. Benefits

2.1. Death Benefit

- 2.1.1. If the Insured Event occurs during the Policy Term when the Policy is in-force for full Sum Assured, then, We shall pay the highest of the following amounts to the Nominee, or if the Nominee has not attained the Age of eighteen (18) years, to the Appointee to hold in trust for the Nominee :

- a) the Sum Assured; or

- b) 105% of the total of the Regular Premiums received excluding taxes as applicable till the date of the Insured Event
- c) the Fund Value as on the date of the notification of Insured Event along with Loyalty Additions as applicable and in accordance with clause 2.2 ,

2.1.2. If the Accidental Death occurs while the Policy is in-force for full Sum Assured and before the Accidental Death cover expiry date as specified in the Schedule, then, in addition to any amounts payable under Article 2.1.1, We shall pay the Accidental Death Sum Assured as specified in the Schedule, provided that the Insured Event is not caused or aggravated directly or indirectly by :

- a) 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.
- b) Failure to seek and follow medical treatment and advice from a registered and qualified Medical Practitioner.
- c) Aviation other than as a passenger in a commercially licensed passenger aircraft.
- d) Engaging in racing of any kind other than athletics or swimming.
- e) 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.
- f) Radioactive contamination due to a nuclear accident.
- g) Participation in sports or pastimes of a hazardous nature including parachuting, potholing, mountaineering and hot air ballooning.
- h) 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 forty eight (48) months prior to the Commencement Date or Date of Revival.

2.2. Loyalty Additions

2.2.1. We shall credit Your Unit account with loyalty additions from time to time during the Policy subject to the following conditions:

- a) All the due Regular Premiums have been received in full under the Policy
- b) The loyalty addition rate is guaranteed and shall not be altered during the Policy Term.
- c) An amount equal to the applicable loyalty addition shall be credited in the Funds at the allocation proportion that was applicable for Regular Premium at the end of the relevant Policy Year.

The loyalty additions shall be credited as per the following table.

If the Policy Term is	Loyalty Additions shall be credited on	Amount of Loyalty Addition
10 Years	8 th , 9 th and 10 th Policy Anniversary	1.25% of Fund Value as on Policy Anniversary
15 Years	13 th , 14 th and 15 th Policy Anniversary	2.70% of Fund Value as on Policy Anniversary
20 Years	18 th , 19 th and 20 th Policy Anniversary	3.00% of Fund Value as on Policy Anniversary

2.3. Maturity Benefit

- 2.3.1. If the Policy is not terminated for any reason prior to the Maturity Date, then, the Fund Value as at the Maturity Date along with Loyalty Additions as applicable and in accordance with clause 2.2 shall be payable to You.

3. Payment of Regular Premium, Top-up Premium, Grace Period, Complete Withdrawal, Revival and Dealings with the Policy

- 3.1. Regular Premium shall be paid by You to Us on every Policy Anniversary, if Your Premium Frequency is annual. If Your Premium Frequency is half-yearly, quarterly or monthly, then the Regular Premium shall be paid on the date corresponding with the Commencement Date in every half-year, quarter or month respectively. If the corresponding date does not exist in a particular month, then the last day of that month shall be deemed to be the due date.

You may alter the Premium Frequency on any Policy Anniversary provided that Your request for the change in Premium Frequency is received by Us at least ten (10) days prior to Policy Anniversary and You pay the Alteration Charges as specified in the Schedule.

- 3.2. If We do not receive the Regular Premium in full on due date then, We shall allow a Grace Period for You to pay the unpaid Regular Premium to Us. If the Insured Event occurs during this Grace Period, we will make payments in accordance with Article 2.1.

- 3.3. If We do not receive the due unpaid Regular Premium in full within the Grace Period, then:

- 3.3.1. We shall send You a written notice within fifteen (15) days from the expiry of the Grace Period. Within thirty (30) days of receipt of Our notice, You shall give Us written notice to either:

a) revive the Policy; or

b) exercise Complete Withdrawal, or

c) 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 Your notice under Article 3.3.1 and the expiry of 30 days of You receiving Our notice under Article 3.3.1 the Fund Value of the Policy shall continue to be part of the Funds chosen by You and the benefits under Article 2 (Benefits) will continue to apply.

- 3.3.2. If the discontinuance of the Regular Premium payment happens before the expiry of the Lock-in-Period and You give Us written notice to revive the Policy under Article 3.3.4 but the Policy is yet to be revived, then the Fund Value (after deduction of the Discontinuance Charge as specified in the Schedule) as on the date of expiry of the notice period of 30 days as per Article 3.3.1 will be transferred to the Discontinued Policy Fund.

- 3.3.3. 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 the Revival Period, whichever is later, will be payable to the You. In case the Lock-In-Period has ended before the expiry of the Revival Period, then You will have the option to request for the Proceeds of the Discontinued Policy Fund by giving Us written notice.

- 3.3.4. If You have given Us written notice to revive the Policy or the Paid-up Policy under Article 3.3.8 the risk cover shall be restored from the Date of Revival subject to:
- a) 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.
 - b) You 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.
 - c) You bearing the cost of medical examination, if any.
 - d) You agreeing that even if You have submitted all the information and documentation sought by Us there is no obligation on Us to revive the Policy or 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.
 - e) The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.
 - f) We shall at the time of revival of the Policy
 - i. 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 3.3.2 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 You on the date of expiry of the notice period of 30 days as per Article 3.3.1.
 - ii. levy Policy Administration Charge and Premium Allocation Charge as applicable during the Discontinuance Period.
- 3.3.5. If You have given Us written notice for Complete Withdrawal under Article 3.3.1 b) then We shall pay the amount calculated in accordance with Article 5.
- 3.3.6. If You do not give Us written notice to revive the Policy in accordance with 3.3.1 within 30 days of You receiving Our notice under Article 3.3.1, You shall be deemed to have opted for Complete Withdrawal and We shall pay the amount calculated in accordance with Article 5.
- 3.3.7. 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
- 3.3.8. If You opt for option under Article 3.3.1 c), the Policy will become paid-up and the Policy will acquire a Paid-up Sum Assured, which shall be calculated as follows:
Paid-up Sum Assured = Sum Assured X {total number of Regular Premiums received / total number of Regular Premiums payable under the Policy}
- 3.3.9. . 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 on at the Commencement Date.

- 3.4. No loan shall be available under this Policy.
- 3.5. Payment of any top-up premium is not allowed under this Policy.
- 3.6. Reduction in the Sum Assured

3.6.1. If You have opted for Sum Assured of 20 times of Annualised Premium as specified in the Schedule You may reduce the Sum Assured to 10 times of the Annualised Premium. Such Reduction in the Sum Assured shall be subject to the following:

- a) At least 3 Policy Years have been completed on the date when You give Us request for reduction in the Sum Assured
- b) You have given Us a 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;
- c) 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 You in writing;
- d) the reduction in Sum Assured shall not result in any change in the Regular Premium due under the Policy;
- e) Mortality Charges as specified in the Schedule would be deducted according to the reduced Sum Assured;
- f) the Sum Assured once reduced cannot be increased subsequently.

4. Partial Withdrawals

- 4.1. After commencement of the sixth (6th) Policy Year, You may make upto four (4) partial withdrawals in a Policy Year. The minimum amount of a partial withdrawal is rupees five thousand (Rs. 5,000). Un-availed partial withdrawals in a Policy Year shall not be carried forward to the next Policy Year.
- 4.2. Any partial withdrawal shall only be allowed to the extent that the Fund Value, after the proposed partial withdrawal, does not fall below an amount equivalent to the Annualised Premium for two (2) Policy Years.
- 4.3. Partial withdrawals made during the two (2) years prior to the date of Insured Event will be deducted from the Sum Assured. However, on the occurrence of the Insured Event, on or after attainment of age sixty (60) years of the Insured, all the partial withdrawals made within two (2) years before attaining age sixty (60) years and all partial withdrawals made after attaining age sixty (60) years will be deducted from the Sum Assured.

5. Complete Withdrawal Proceeds

- 5.1. You may request Us for Complete Withdrawal at any time during the Policy Term by giving Us a prior written notice.
- 5.2. If You opt for Complete Withdrawal under Article 3 or Article 5.1 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) 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 You. If the Insured Event occurs 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 the Insured Event will be payable to the Nominee or if the Nominee has not attained the Age of eighteen (18) years to the Appointee to hold in trust for the Nominee. On payment the Policy shall terminate immediately and automatically.
- 5.3. If You opt for Complete Withdrawal under Article 3 or Article 5.1 after the completion of the Lock-In-Period, then, We shall pay the Fund Value as on the Date of Complete Withdrawal along with Loyalty Additions, as applicable and in accordance with clause 2.2

. On payment the Policy shall terminate immediately and automatically.

6. Units & Unit Account

- 6.1. On the Commencement Date, We will open a unit account. We will apply Your Regular Premium, to the allocation of Units to that unit account by reference to the Funds chosen by You, in the allocation proportion specified in the Schedule, after adjusting for the applicable Allocation Rate.. The allocation of Units will be carried out at the next available Unit Price.
- 6.2. You may request a premium re-direction by changing the allocation proportion upto two (2) times in any Policy Year by informing Us in writing of the changes You wish 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 You may range between ten percent (10%) and one hundred percent (100%). Un-availed premium re-direction in a Policy Year shall not be carried forward to the next Policy Year.
- 6.3. You 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 You and only if We are satisfied that the proposed switch is in line with Our rules applicable at that time for switching, and (unless You wish to switch one hundred percent (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 rupees five thousand (Rs.5,000) each or such other minimum amounts We may specify from time to time.
- 6.4. We will make the switch by redeeming Units from the Fund from which You wish to make the switch out and allocating Units in the Fund You wish to switch in, equivalent to the amount You wish 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 You have 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

- 7.1. Subject to the approval of the IRDA, We reserve the right to add, close or amend any Fund or its investment objectives. The only Funds available for You 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 You the details of any change We may decide to make at least one (1) month prior to such change becoming effective.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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 You or any other person any title to or any beneficial interest in any of Our assets, or to any income from these assets.

8. Conditions for Payment

It is a condition precedent to Our liability to make payment that:

- 8.1. We are given a written notice immediately and in any event within ninety (90) days of the occurrence of an Insured Event. If We are not given a written notice of the claim within ninety (90) days of the occurrence of the Insured Event, We may accept the claim if We are given reasons in writing for the delay which in Our view are reasonable.
- 8.2. Upon occurrence of the Insured Event, We are given such information and/or documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause of the Insured Event and/or Our liability in respect of it, including but not limited to:
 - 8.2.1. Original or certified copy of the death certificate issued by the municipal authorities.
 - 8.2.2. Original Policy Document.
 - 8.2.3. Our claim form duly filled in, signed by the claimant and attested by the authorities as mentioned in the claim form.
 - 8.2.4. Certified proof of cause of death of the Insured from a Medical Practitioner.
 - 8.2.5. Last medical attendant/ Medical Practitioner's report, if applicable.
 - 8.2.6. Employer's questionnaire, if applicable.
 - 8.2.7. Medical records related to admission to a hospital/medical facility or consultation with a Medical Practitioner within the last three (3) years.
 - 8.2.8. Identification proof of the Nominee & Appointee issued by a governmental authority.
 - 8.2.9. Any document, which establishes the Nominee & Appointee's relationship with the Insured.
 - 8.2.10. Address proof of the claimant for the address mentioned in the claim form.
 - 8.2.11. If the Insured Event was caused due to un-natural or non-medical reasons, then, in addition to the above documents the following additional documents also need to be submitted to Us:
 - a) Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR).
 - b) Newspaper articles/ cutting, if any.
- 8.3. For payment of Maturity Benefit, We are given such information and/ or documentation that We may request in order to establish the fact of Our liability in respect of it, including but not limited to:
 - 8.3.1. Original Policy Document.
 - 8.3.2. Payout form duly filled in by You and/or the assignee, if any.
 - 8.3.3. Your and/or the assignee's (if any) identification proof issued by a governmental authority.
 - 8.3.4. Your and/or the assignee's (if any) address proof.

- 8.3.5. Cancelled cheque for National Electronic Funds Transfer NEFT payment issued by You and/or the assignee (if any).
- 8.4. We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Insured Event.
- 8.5. We may agree to accept minimum required documents on a case to case basis.

9. Valuation of Funds, Unit Price & Charges

- 9.1. 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.
- 9.2. The Unit Price of Units of each Fund shall be determined daily as per the regulations/guidelines issued by the IRDA from time to time (the 'Valuation Date'). As per the current guidelines issued by the IRDA, We will determine the Unit Price of each Fund daily as per the following formula:

$$\frac{\text{Market value of investment held by the Fund} + \text{Value of current assets} - \text{Value of current liabilities and provisions, if any}}{\text{Number of Units existing on the Valuation Date (before creation / redemption of Units)}}$$

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

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

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

10. Unit Encashment Conditions

- 10.1. Units will be redeemed or created at their Unit Price on the date of redemption or creation of those Units.
- 10.2. Subject to the 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:
- 10.2.1. at or before 3:00 p.m. on a particular day will be processed at the closing Unit Price on that day, and
- 10.2.2. 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 if 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.

- 10.3. Any Regular Premium received by Us in advance of the due date shall be invested in the Funds only on the due date.

11. Termination

- 11.1. This Policy will immediately and automatically terminate on the earliest of:
- 11.1.1. Insured Event
- 11.1.2. Maturity Date

11.1.3. Complete Withdrawal of the Policy in accordance with Article 5

12. Suicide

12.1. If the Insured Event occurs due to suicide within twelve (12) months of the Commencement Date or the Date of Revival of the Policy,

12.2. We shall pay only the Fund Value as available on date of Insured Event.

12.3. Any charges recovered subsequent to the date of Insured Event shall also be payable.

Policy will terminate immediately and automatically after the payment as per Article 12.1.

13. Freelook period

You have the right to review the terms and conditions of this Policy, within the freelook period which is 30 days from the date of receipt of the Policy Document. If You disagree to any of the terms or conditions, You have the option to return the Policy stating the reasons for Your objection. If You cancel the Policy during the free look period, We will refund the Regular Premium received, subject only to a deduction of the expenses incurred by the Us on medical examination, if any and stamp duty charges.

14. Taxation

14.1. We shall deduct or charge any taxes or levies (including Service Tax) as applicable from time to time from and/or on the premium payable or the fee/charge payable or benefit receivable under the Policy. We shall not be liable for any tax liability on income of You, Insured or the Nominee. You shall be solely responsible to assess, claim and /or ensure admissibility, or otherwise, of deductions under the tax laws in respect of the amount contributed or accrued/received. We do not hold any responsibility for Your claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received.

14.2. Tax laws are subject to amendments from time to time and We are not responsible to inform You and/or the Nominee of any change/s in tax laws.

15. Nomination and Assignment

15.1. You may nominate a Nominee or change an existing Nominee in accordance with Section 39 of the Insurance Act, 1938, by giving Us a written notice.

15.2. 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.

15.3. If there are no Nominees, then, We will pay Your legal heirs or legal representatives, as the case maybe.

15.4. You may assign this Policy in accordance with Section 38 of the Insurance Act, 1938. 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.

15.5. The assignment of the policy shall only be effective from the date on which we have issued a written endorsement confirming the assignment of the Policy.

15.6. In registering an assignment, We do not accept any responsibility or express any opinion as to its validity or legality.

16. Entire Contract

This Policy constitutes the entire contract of insurance between You and Us. We may amend

this Policy, if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the IRDA.

17. Due Observance

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability under this Policy.

18. Fraud

Subject to the provisions of Section 45 of the Insurance Act, 1938, If You or anyone acting on Your behalf or at Your direction, or with Your knowledge is proved to have made any misrepresentation or made/advanced any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then, this Policy shall be immediately cancelled by paying the Surrender Value.

19. Territorial Limits and Currency

All Regular Premium, taxes, levies and benefits etc. are payable only within India and in Indian Rupees.

20. Misstatement

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."

21. Loss of the Policy Document

21.1. We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and/or to call for such evidence of the loss of the Policy Document, at the Your expense, as We consider necessary before issuing a duplicate Policy Document. We reserve the right to charge a fee for the issue of a duplicate Policy Document.

21.2. If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original Policy Document shall cease to be of any legal effect and You 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.

22. Notices & Correspondence

22.1. You shall give Us all notices, instructions and correspondence in writing at Our address specified in the Schedule or at any of Our branch offices.

22.2. All notices and correspondence meant for You will be in writing and will be sent by Us to

Your address shown in the Schedule through speed post or courier or any other legally recognized mode of posting. Any change of Your address or Your Nominee's address must be notified to Us immediately, failing which the notices or correspondence will be sent to the last recorded address and hence, We will not take any responsibility of any loss/ damage owing to this.

- 22.3. Any Policy Document or any other communication shall be sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule.

23. Agent's Authority

- 23.1. The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- 23.2. 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 Your risk and the agent will be acting only as Your representative.

24. Governing Law

This Policy shall be governed by Indian laws. Any disputes or differences arising out of or under this Policy shall be governed and determined in accordance with Indian law and shall be subject to the jurisdiction of the Indian Courts.