

01/09/2005

Ref:  
Engr. Aashka Parikh  
B/203 Shalimar Apartments  
Kemps Corner, Mumbai  
400036  
Maharashtra

**Dear Engr Aashka Parikh**

**Sub: Your Policy no. 10023580**

We are glad to inform you that your proposal has been accepted and the Insurance Policy has been issued. We have made every effort to design your Policy information in a simple format. We have highlighted items of importance so that you may recognise them easily.

**Policy documents:**

As an evidence of the insurance contract between HDFC Standard Life and you, the Insurance Policy is enclosed alongside. Please preserve this document safely and also inform your nominees about the same. We are also enclosing alongside a copy of your proposal form and other relevant documents submitted by you for your information and records.

**Cancellation in the Free-Look Period:**

In case you are not agreeable to any of the provisions stated in the Policy and the details in the proposal form, you have the option of returning the Policy to us stating the reasons thereof, within 15 days from the date of receipt of the Policy. On receipt of your letter along with the original Policy documents, we shall arrange to refund the value of units allocated to you on the date of receipt of request plus the unallocated part of the premium plus charges levied by cancellation of units, subject to deduction of the proportionate risk Premium for the period on cover and stamp duty. A Policy once returned shall not be revived, reinstated or restored at any point of time.

**Contacting us:**

The address for correspondence is given on the first page of the Policy document. To enable us to serve you better, you are requested to quote your Policy number in all correspondences. In case you are keen on knowing more about our products and services, we would request you to talk to your Certified Financial Consultant who has advised you while taking this Policy. We have also put in place a grievance redressal mechanism for Policyholders. You can reach our Grievance Redressal Officer at [grievance@hdfcinsurance.com](mailto:grievance@hdfcinsurance.com) or at the Corporate Office address mentioned below.

In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region whose address is available on our website [www.hdfcinsurance.com](http://www.hdfcinsurance.com).

Thanking you once again for choosing HDFC Standard Life and looking forward to serving you in the years ahead.

Yours sincerely,

Metilda Stanley  
Head - Operations

**Branch Address: [Branch Address]**

Corporate Office: 'Trade Star', 2<sup>nd</sup> Floor, 'A' Wing, Junction of Kondivita and M.V.Road, Andheri-Kurla Road, Andheri (East), Mumbai 400059, INDIA. Tel: (Board) 28220055 / 67516666 Fax: 28229998 / 28222414.

Registered Office: Ramon House, H T Parekh Marg, 169 Backbay Reclamation, Mumbai 400 020, INDIA.

## **HDFC UNIT LINKED ENDOWMENT WINNER**

**Unique Identification Number: < >**

This Policy is the evidence of a contract between HDFC Standard Life Insurance Company Limited ('We') and the Policyholder ('You') as described in the Policy Schedule here under written. This Policy is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements and other information received by the Company from the Policyholder or on behalf of the Policyholder. This Policy is effective upon receipt, by the Company, of the consideration payable as First Premium under the Policy. This Policy is written under and will be governed by the applicable laws In-Force in India and all Premiums and benefits are expressed and payable in Indian Rupees.

## **HDFC UNIT LINKED ENDOWMENT WINNER POLICY SCHEDULE**

<b>POLICY NUMBER:</b>	10023580
<b>DATE OF COMMENCEMENT OF POLICY:</b>	01/09/2005
<b>DATE OF ISSUE OF POLICY</b>	01/09/2005
<b>POLICY HOLDER:</b>	Aashka Parikh 8B Laxmi Building Dadar, Mumbai 400038 Maharashtra
<b>LIFE ASSURED:</b>	Aashka Parikh
<b>DATE OF BIRTH:</b>	13/08/1973
<b>AGE ON COMMENCEMENT OF POLICY (In Years):</b>	32
<b>AGE ADMITTED:</b>	Yes
<b>INSTALMENT PREMIUM:</b>	Rs.10,000
<b>FREQUENCY:</b>	Monthly from the date of Commencement Final premium due on 01/08/2020
<b>SUM ASSURED</b>	Rs.6,00,000
<b>ANNUAL PREMIUM</b>	Rs. 1,20,000
<b>TERM:</b>	15 years
<b>INVESTMENT OPTIONS:</b>	The Investment Options chosen by you are detailed in the Schedule titled <i>Schedule of Investment Options</i> and are governed by standard policy provisions.
<b>BENEFITS:</b>	The benefits are detailed in the Schedule titled <i>Schedule of Benefits</i> and are governed by standard policy provisions.
<b>ADDRESS FOR CORRESPONDENCE:</b>	<b>HDFC Standard Life Insurance Company Ltd</b> <b>5<sup>th</sup> Floor, Eureka Towers, Mindspace</b> <b>Complex, Link Road, Malad (West), Mumbai</b> <b>400 064</b> <b>Tel: 022-28442425,</b> <b>Fax: 022-28442433</b> <b>Email: <a href="mailto:response@hdfcinsurance.com">response@hdfcinsurance.com</a></b>

<b>SCHEDULE OF BENEFITS</b>		
<b>Benefits</b> (Described in Provision 3)	<b>Benefit Amount</b> (Rs.)	<b>Expiry/ Maturity Date</b> (dd/mm/yyyy)
Maturity Benefit	<i>Described in Provision 3(i)a</i>	01/09/2020
Death Benefit	6,00,000	01/09/2020

<b>SCHEDULE OF INVESTMENT OPTIONS</b> Effective Date: 01/09/2005	
<b>Fund Name</b>	<b>Fund Allocation in %</b>
Liquid Fund II	10
Stable Managed Fund II	0
Secure Managed Fund II	0
Defensive Managed Fund II	90
Balanced Managed Fund II	0
Equity Managed Fund II	0
Growth Fund II	0
<b>Total</b>	<b>100%</b>

To comply with IRDA regulations, we do not allow more than 10% of any fund allocation to be in the Liquid Fund II.

<b>MINIMUM VALUES REQUIRED</b> Effective Date: 01/09/2005		
Minimum Annual Regular Premium (Rs.)	<b>Yearly</b> 20,000	<b>Monthly</b> 36,000
Minimum Single Premium Top-Up	Rs. 10,000.	
Minimum Fund Value for policy to remain in force	Before 3rd policy anniversary	0
	After 3rd policy anniversary	Rs. <150% of Original Annual Premium>
Minimum Partial Withdrawal Amount	Rs.10,000	
Minimum Instalment Amount during Settlement Period	Rs.10,000	

<b>NOMINATION SCHEDULE</b> Effective Date: 01/09/2005	
<b>Name:</b>	Pradip Parikh
<b>Date of Birth:</b>	22/01/1986
<b>Percentage:</b>	100
<b>Address:</b>	8B Laxmi Building, Dadar, Mumbai – 400038, Maharashtra
<b>DETAILS OF APPOINTEE</b> (Applicable where the Nominee is a minor)	<b>Notes:</b> 'N.A.' denotes 'Not Applicable'. The benefits payable specified above are subject to the relevant policy provisions. In the event of death of the Life Assured, the Appointee shall be entitled to receive the money secured by the Policy on behalf of the Nominee during the Nominee's minority. This Nomination Schedule replaces all previous Nomination Schedules issued prior to the effective date noted above.
<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Address:</b>	

<b>SCHEDULE OF CHARGES (For HDFC Unit Linked Endowment Winner)</b> Effective Date: <dd/mm/yyyy>				
Premium paid during year / Premium frequency	ECS Allocation Rates		Normal Allocation Rates	
	Yearly	Monthly	Yearly	Monthly
Regular Premiums – Year 1	60.00%	60.00%	60.00%	54.00%
Regular Premiums – Year 2	70.00%	60.00%	70.00%	54.00%
Regular Premiums – Year 3+	98.00%	98.00%	98.00%	92.00%
<b>Single Premium Top-Up(s)</b>	<b>Allocation Rate</b>			
Year 1 and 2	97.50%			
Year 3+	98.00%			

It is mandatory for policies opting for premium payment by monthly mode to pay premiums using by ECS or SI. In case of ECS or SI failure, the Normal Allocation Rate will be applicable.

<b>SCHEDULE OF CHARGES (For HDFC Unit Linked Endowment Winner) continued</b>		
Other Charges	Current Charge	Maximum Charge
Policy Administration Charge	Rs. 60 per month.	Rs. 60 per month, increased by a maximum of 5% per annum over the period since inception
Fund Management Charge	1.25% of the fund per annum charged daily.	2.50% of the fund per annum charged daily.
Mortality Charges	As described in the Appendix to the Schedule of Charges	As described in the Appendix to the Schedule of Charges
Switching Charge	24 switch instructions free in a policy year. Any additional switch will be charged at Rs. 100 per switch.	Rs. 100 per switch, increased by a maximum of 5% per annum over the period since inception.
Partial Withdrawal Charge	<b>On the First Partial Withdrawal:</b> No Partial Withdrawal Charge will be levied on the first partial withdrawal for any Policy that pays the Original Regular Premium when due for the first five years of the contract.	
	<b>No. of Original Annualised Regular Premiums not paid in the 4<sup>th</sup> &amp; 5<sup>th</sup> policy years</b>	<b>Partial Withdrawal Charge</b>
	2	30% of original annual regular premiums
	1	15% of original annual regular premiums
	0	NIL
For cases where part of the original annualised premium is not paid, for example if the frequency of payment is monthly, then the Partial Withdrawal charge will be derived from the above Table on a pro rata basis.		
<b>On Subsequent Partial Withdrawals:</b> A total of 6 partial withdrawals instructions free in a policy year. Any additional requests will be charged at Rs 250 per request.		<b>On Subsequent Partial Withdrawals:</b> Rs. 250 per request, increased by a maximum of 5% per annum over the period since inception.

<b>SCHEDULE OF CHARGES (For HDFC Unit Linked Endowment Winner) continued</b>		
<b>Other Charges</b>	<b>Current Charge</b>	<b>Maximum Charge</b>
Surrender Charge	<p>No Surrender Charge will be levied for any Policy that pays the Original Regular Premium when due for the first five years of the contract.</p> <p>Before the payment of the premium due on the 1st policy anniversary, the Surrender Charge is 100% of the Fund Value. Thereafter the Surrender Charge applicable is shown in the table below.</p>	
	No. of Original Annualised Regular Premiums not paid in the first 5 years	Surrender Charge
	4	95% of the fund value
	3	35% of the fund value
	2	15% of the fund value
	1	5% of the fund value
	0	NIL
	For cases where part of the original annualised premium is not paid, for example if the frequency of payment is monthly, then the surrender charge will be derived from the above Table on a pro rata basis.	
The Surrender Charge is guaranteed for the entire duration of the policy term.		
<b>Statutory Charges</b>		
Service Tax & Education Cess on Risk Premiums and other charges	As per current rates	Service Tax & Education Cess rates as set by the Government
<b>Miscellaneous Charges</b>		
Premium Redirection Charge	12 premium redirections instructions free in a policy year. Any additional requests will be charged at Rs 250 per request.	Rs. 250 per request, increased by a maximum of 5% per annum over the period since inception.
Additional Servicing Charge	6 additional servicing instructions free in a policy year. Any further additional servicing requests will be charged at Rs 250 per request.	Rs. 250 per request, increased by a maximum of 5% per annum over the period since inception.
Revival Charge	Rs. 250 per request.	Rs. 250 per request, increased by a maximum of 5% per annum over the period since inception.

Signed at Mumbai on 01 September 2005  
For HDFC Standard Life Insurance Company Limited

Authorised Signatory

**APPENDIX TO THE SCHEDULE OF CHARGES**  
**Mortality Charges**  
**Effective Date: 01/09/2005**

**Mortality Charges**

Mortality Charges are calculated every month based on the Benefits Insured and the age of the Life Assured, on the date the charge is due.

Current Mortality Charge Rates are per Rs. 1,000 of Benefits Insured.

Age	Mortality Charge Rates for Death Benefit	Age	Mortality Charge Rates for Death Benefit
18	1.5847	47	3.9556
19	1.5974	48	4.3106
20	1.6227	49	4.7290
21	1.6481	50	5.1855
22	1.6734	51	5.6799
23	1.7114	52	6.2505
24	1.7369	53	6.8844
25	1.7748	54	7.5691
26	1.8129	55	8.3425
27	1.8509	56	9.1920
28	1.8762	57	10.0287
29	1.8890	58	10.9416
30	1.9017	59	12.0447
31	1.9270	60	13.3506
32	1.9524	61	14.8847
33	1.9904	62	16.6597
34	2.0411	63	18.6757
35	2.0919	64	20.9324
36	2.1552	65	22.6694
37	2.2312		
38	2.3200		
39	2.4215		
40	2.5483		
41	2.6877		
42	2.8019		
43	2.9540		
44	3.1441		
45	3.3850		
46	3.6513		

**Maximum Mortality Charge Rates**

Death Benefit Charge Rates are fixed for the term of the contract.

**APPENDIX TO THE POLICY SCHEDULE**  
**Unit Linked Guidelines**  
**Effective Date: 01/09/2005**

**Unit Linked Guidelines**

On 21 December 2005, the Insurance Regulatory and Development Authority issued Guidelines for Unit Linked Life Insurance Products via Circular 032/IRDA/Actl/Dec-2005. Our Unit Linked Products conform to these Guidelines and subsequent clarifications and modifications to these guidelines under circulars 010/IRDA/Actl/May-2006 and 008/IRDA/Actl/ULIP\_G/May-2007. Where the Standard Policy Provisions refer to the Unit Linked Guidelines, we have extracted the relevant sections (*in italics*), with the numbering as in the guidelines.

**Minimum Sum Assured**

Our HDFC Unit Linked Endowment Winner product only allows Sums Assured and Annual Premiums that conform to the Unit Linked Guidelines. The relevant sections from the Guidelines are extracted below.

**1. Benefit payable on death:**

***1.1. The table 1.2 below specifies the minimum sum assured in respect of death benefit under unit linked life insurance contracts where:***

- 1.1.1 T is the Policy Term (PT) chosen by the policyholder (T shall be taken as 70 minus the age at entry in case of Whole Life Products).***
- 1.1.2 AP is the Annualized Premium selected by the policyholder at the inception of the policy.***
- 1.1.3 SP is the Single Premium chosen by the policyholder at the inception of the policy***

**1.2 The minimum sum assured shall be at least equal to:**

**Table: 1.2**

<b><u>Type of products</u></b>	<b><u>Minimum Sum Assured</u></b>
<i>Single Premium Products where policy term is less than 10 years</i>	<i>125% of the SP</i>
<i>Single Premium Products where policy term is 10 years or more</i>	<i>110% of the SP</i>
<i>Non-Single Premium Products</i>	<i>5 x AP</i>

***1.2.1 In respect of products under pension and annuity business Table 1.2 is not mandatory***

**Single Premium Top-Ups**

The Unit Linked Guidelines place a restriction on the amount of Single Premium Top-Up which can be paid without increasing the Sum Assured. Since our HDFC Unit Linked Endowment Winner Product does not allow the Sum Assured to be altered during the term of the Policy, this places a restriction on the amount of Top-Up which can be accepted. The relevant section from the Guidelines is extracted below.

*7.3 At any point of time during the term of the contract, so long as the total amount of top-up premiums remain within the 25% of the total amount of the basic regular premiums paid up to that date, the top-up premium will not be required to have any insurance cover (as required in Table 1.2 above) and the balance amount of such top-up premium shall have an insurance cover as specified in Table 1.2 (for single premium contracts) above and shall remain constant during the period of the contract. The provisions in this para shall not apply in respect of pensions and annuity business.*

## **Unit pricing and Cut-off time for applicability of Net Asset Value (NAV)**

Our current unit pricing and Cut-off time conform to the following extract from the Insurance Regulatory and Development Authority's 'Guidelines for Unit-Linked Life Insurance Products'. These times are subject to change with prior approval from the Insurance Regulatory and Development Authority.

*10.2 The unit pricing shall be computed based on whether the company is purchasing (appropriation price) or selling (expropriation price) the assets in order to meet the day to day transactions of unit allocations and unit redemptions i.e. the life insurer shall be required to sell/purchase the assets if unit redemptions/allocations exceed unit allocations/redemptions at the valuation date.*

*10.3 The **Appropriation price** shall apply in a situation when the company is required to purchase the assets to allocate the units at the valuation date as stated in 10.2. This shall be the amount of money that the company should put into the fund in respect of each unit it allocates in order to preserve the interests of the existing policyholders.*

*10.4 The **Expropriation price** shall apply in a situation when the company is required to sell assets to redeem the units at the valuation date as stated in 10.2. This shall be the amount of money that the company should take out of the fund in respect of each unit it cancels in order to preserve the interests of the continuing policyholders.*

### **10.5. Computation of NAV:**

*10.5.1 when **Appropriation price is applied**: The NAV of a Unit Linked Life Insurance Product shall be computed as: Market value of investment 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 charges less the value of any current liabilities less provisions, if any. This gives the net asset value of the fund. Dividing by the number of units existing at the valuation date (before any new units are allocated), gives the unit price of the fund under consideration.*

*10.5.2 When **Expropriation price is applied**: The NAV of a Unit Linked Life Insurance Product shall be computed as: Market Value of investment 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 charges less the value of any current liabilities less provisions, if any. This gives the net asset value of the fund. Dividing by the number of units existing at the valuation date (before any units are redeemed), gives the unit price of the fund under consideration.*

### **10.6 Uniform Cut-off timings for applicability of Net Asset Value:**

*The allotment of units to the policyholder should be done only after the receipt of premium proceeds as stated below:*

#### **10.6.1: Allocations (premium allocations, switch in):**

*10.6.1.1 In respect of premiums/funds switched received up to 3:00 p.m. by the insurer along with a local cheque or a demand draft payable at par at the place where the premium is received, the closing NAV of the day on which premium is received shall be applicable.*

*10.6.1.2 In respect of premiums/funds switched received after 3:00 p.m. by the insurer along with a local cheque or a demand draft payable at par at the place where the premium is received, the closing NAV of the next business day shall be applicable.*

*10.6.1.3 In respect of premiums received with outstation cheques/demand drafts at the place where the premium is received, the closing NAV of the day on which cheques/demand draft is realized shall be applicable.*



**10.6.2: Redemptions:**

**10.6.2.1** *In respect of valid applications received (e.g. surrender, maturity claim, switch out etc) up to 3:00 p.m. by the insurer, the same day's closing NAV shall be applicable.*

**10.6.2.2** *In respect of valid applications received (e.g. surrender, maturity claim, switch etc) after 3:00 p.m. by the insurer, the closing NAV of the next business day shall be applicable.*

**SPACE FOR ENDORSEMENTS**

Sample

## HDFC UNIT LINKED ENDOWMENT WINNER

### STANDARD POLICY PROVISIONS

Unique Identification Number: < >

#### 1. General

Your Policy is a Regular Premium Unit Linked Life Insurance Policy. Being a Unit Linked policy your Policy will participate in the investment performance of the Fund(s) of HDFC Standard Life Insurance Company Limited, chosen by you, to the extent of the allocated units. Your Policy does not in any way give you any right whatsoever to any share in the profits or surplus of the business of the Company, by whatever name called.

**ALL UNIT LINKED POLICIES ARE DIFFERENT FROM TRADITIONAL INSURANCE POLICIES AND ARE SUBJECT TO DIFFERENT RISK FACTORS. IN THIS POLICY, THE INVESTMENT RISK IN INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER.**

We reserve the right to change any of these policy provisions if it becomes impossible or impractical to enact the provision.

#### 2. Definitions

*Charges* - means Normal Premium Allocation Charge and ECS Premium Allocation Charge, Policy Administration Charge, Fund Management Charge, Mortality Charge, Service Tax & Education Cess Charge, Revival Charge, Switching Charge, Premium Redirection Charge, Partial Withdrawal Charge, Additional Servicing Charge, Surrender Charge.

*Cut-off time* – Is the time by which we must have accepted your instructions to invest in, or encash units from a Fund, for us to invest in or encash units at the associated valuation time. Current Cut-off times conform to those specified in the Unit Linked Guidelines and details are given in the appendix to the Policy Schedule.

*Company, Insurer, Us, We* – means HDFC Standard Life Insurance Company Limited.

*Due dates* – means the dates at which Regular Premiums are due to be paid by you.

*Fund* - means each of the Funds earmarked by the Company for Unit Linked business and available to this product.

*ECS Allocation Rate* - means the proportion of the Premium that is allocated for purchase of Units for premiums paid via Electronic Clearing Service (ECS) or Standing Instruction (SI).

*Normal Allocation Rate* - means the proportion of the Premium that is allocated for purchase of Units for premiums not paid via Electronic Clearing Service (ECS) or Standing Instruction (SI).

*Policyholder, You* - means the Policyholder stated in the Policy Schedule. The policyholder is the owner of the Policy.

*Life Assured* - The Life Assured is the person on whose life the contingent events has to occur for the benefits to be payable. The Life Assured may be the policyholder.

*Valuation time* – Means the time we value the assets in an Investment Linked Fund as described in Provision 7 (Valuation of Investment Linked Funds).

*Unit Fund Value* - means the value obtained by multiplying the number of units allocated to your Policy by the corresponding price of the units.

*Unit Linked Guidelines* - means the guidelines issued by the Insurance Regulator in circular number 032/IRDA/Act/Dec-2005 and subsequent clarification via circular number 010/IRDA/Act/May-2006 and 008/IRDA/Act/ULIP\_G/May-2007.

*Expiry Date of Death Benefit* – means the date on which the term of the Policy ends and is the date when the Death Benefit cover ceases.

### **3. Benefits**

(i) We will pay the following benefits to the person who is entitled to receive them:

- a. Maturity Benefit – Upon survival of the Life Assured to the maturity date of this benefit risk cover ceases and the Unit Fund Value plus an additional percentage of the original annualised regular premium is payable. This percentage is 70% for Annual premium paying policies and 80% for Monthly premium paying policies. Any difference between ECS & Normal Allocation rates on monthly policies is not eligible for this benefit and hence will not be payable to the policyholder under this benefit. The percentage applicable will be finalised as per the premium frequency in year two.

The additional percentage of original annualised premium will be payable only if all the regular premiums, at a level equal to the original annualised premium chosen at inception, have been paid when due through out the policy term and no partial withdrawals have been made during the policy term.

On maturity, the policyholder has the option to take the Unit Fund Value in periodical instalments over a period which may extend to 5 years subject to any terms and conditions we may specify from time to time. These terms will include a minimum instalment amount, which may be determined by us at our sole discretion from time to time. The current minimum instalment amount is specified in the Policy Schedule. The risk cover ceases and the Fund continues to be invested during this period. Charges (except risk charges) will continue to be deducted. Provision 15 (Minimum Fund Value) will be applicable. No surrender charge will be applicable during this period. No Fund Switch and Partial Withdrawal will be allowed during this period. Any Unit Fund Value remaining after 5 years from the maturity date will be payable immediately. No further benefits will be payable after this payment.

- b. Death Benefit - If the Life Assured dies before the Expiry Date of this benefit then the Sum Assured stated against Death Benefit in the Schedule of Benefits plus the Unit Fund Value is payable subject to Provision 18. Upon payment of this benefit, the Policy terminates and no further benefits are payable.

We will not pay any benefit other than the value of the units held at the date of intimation of death if death occurs within 90 days of the date of commencement, date of issue or date of revival whichever is later.

- (ii) The Levels of the Sum Assured cannot be reduced or increased by the policyholder at anytime during the policy term.

## **Pre-requisites for payment of benefits:**

Before we pay the benefits under your Policy we will require to be satisfied that:

- the Policy has not been surrendered or terminated or cancelled ;
  - the information which were given in the application are correct;
  - all Policy provisions including any endorsement to your Policy have been met;
  - the person to whom the benefits are to be paid is entitled to receive them;
- and in addition:

Maturity Benefit – We will pay the maturity benefit only if this benefit has not been cancelled or terminated; and we are satisfied that the Policy has matured and the Life Assured is surviving to the Maturity date of this benefit; and all relevant documents in support of your claim have been provided. These would normally include the original Policy document.

Death Benefit – We will pay the death benefit only if this benefit has not been cancelled or terminated; and we are satisfied that the death of the Life Assured has occurred before the expiry date of this benefit; and all relevant documents in support of the claim have been provided. These would normally include the fully completed claim form; and original Policy document; and original death registration certificate; and original certificate of doctor certifying death; and original certificate of cremation or burial; and originals of any medical reports that we consider relevant to the death. Depending on the circumstances of the death, further documents may have to be provided as we might reasonably require.

## **4. Premiums**

- (i). The first Premium must be paid along with the submission of your completed application. Subsequent Regular Premiums are due in full on the date(s) and at the frequency set out in your Policy Schedule.
- (ii). If any Premium remains unpaid 15 days after the Due Date, your Policy will be automatically surrendered or become Paid-Up as described in Provision 5.  

A premium will be deemed to remain unpaid if the Premium amount has not been realised by us.
- (iii). At inception of the Policy an Initial Single Premium Top-Up can be made.
- (iv). Single Premium Top-Ups over and above Regular Premiums can be paid at any time provided all Regular Premiums have been paid to date. Any amount of Single Premium Top-Up can be paid provided that it does not attract additional Risk Cover according to the Unit Linked Guidelines, i.e. The Maximum Single Premium Top-Up Premium that can be paid is such that the total Single Premium Top-Ups paid does not exceed 25% of the total amount of regular premiums paid up to that date, and that it is greater than the minimum Single Premium Top-Up amount. The relevant sections from the Unit Linked Guidelines are reproduced in the appendix to the Policy Schedule. The current minimum amount of Single Premium Top-Up is specified in the Policy Schedule and will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority.
- (v). The level of Regular Premium amount cannot be increased or decreased by the policyholder at anytime during the policy term.

- (vi) A proportion of each Premium - either, the Normal Allocation Rate or the ECS Allocation Rate, will be used to buy units in the Fund(s) of your choice. If a premium is paid using ECS or SI mandate, then the ECS Allocation Rate will be applied, otherwise the Normal Allocation Rate will be applied. The Normal Allocation Rates and ECS Allocation Rates for all Premiums are specified in the Schedule of Charges and are guaranteed for the term of the Policy.

It is mandatory for policies opting for premium payment by monthly mode to pay premiums using by ECS or SI. In case of ECS or SI failure, the Normal Allocation Rate will be applicable.

The allocation rate to be applied, on payment of each premium instalment, will be determined by the method used to pay that particular instalment premium.

If past premium payments have been paid using ECS or SI mandate and a premium is paid not using ECS or SI, then the Normal Allocation Rate will be applicable for that premium.

If past premium payments have not been paid using ECS or SI mandate and a premium is paid using ECS or SI, then the ECS Allocation Rate will be applicable for that premium.

- (vii) If you have chosen more than one Fund, we will split the allocation in accordance with your instructions before we allocate units in each fund.
- (viii) Any Regular Premiums paid before the Due Date will be deemed to have been received on the Due Date for that Regular Premium.
- (ix) The frequency at which regular premiums are paid can be changed.
- (x) The funds in which new premiums are invested can be changed at any time. We will levy the Premium Redirection Charge as described in Provision 14 (Charges).
- (xi) The funds in which existing premiums are invested can be changed at any time. We will levy the Switching charge as described in Provision 14 (Charges).

## **5. Surrendered, Lapsed, Paid-Up Policies**

### **(i) Surrender**

- a. Surrender in the first three years of the Policy.

A Policy may be surrendered at any time in the first three years of the Policy. On request for surrender, the Life Assured will not be covered for the death benefits as described in Provision 3(i) with immediate effect.

The amount payable on surrender will be the Unit Fund Value on surrender less the Surrender Charge as specified in the Schedule of Charges. The Surrender Charge will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority, subject to the maximum as stated in the Schedule of Charges. The amount payable will be paid out on the 3rd Policy anniversary. If you die before the surrender payment has been made we will make the surrender payment immediately on receipt of all relevant documents in support of the claim.

Once this payment has been made, the Policy terminates and no further benefits are payable. A Surrendered Policy will not be re-instated under any circumstances.

b. Surrender after the first three years of the Policy.

A Policy may be surrendered at any time after the first three years of the Policy. On request for surrender, the Life Assured will not be covered for the death benefits as described in Provision 3(i) with immediate effect.

The amount payable on surrender will be the Unit Fund Value on surrender less the Surrender Charge as specified in the Schedule of Charges. The Surrender Charge will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority, subject to the maximum as stated in the Schedule of Charges.

Upon payment of this benefit, the Policy terminates and no further benefits are payable. A Surrendered Policy will not be re-instated under any circumstances.

**(ii) Premium unpaid in the first 3 years of the Policy**

- a. If any Premium remains unpaid as described in Provision 4 during the first 3 years of the Policy, the Policy will lapse and be automatically surrendered. A Surrender Charge as specified in the Schedule of Charges will be deducted by cancellation of units. The Surrender Charge will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority, subject to the maximum as stated in the Schedule of Charges. On automatic surrender due to a lapse, all benefits other than those described under Provision 5(ii)(c) will be cancelled, Policy servicing will cease, all units will be deallocated and will cease to be invested in the Unit Linked Funds. The value of the units less Surrender Charges will be held by us as described in Provision 5(ii)(c).
- b. A Policy automatically surrendered due to a lapse can be revived anytime during the period of 2 years from the date of lapse of the Policy or till the end of 3 years from inception, whichever is later. Revival will be subject to any terms and conditions which we may specify from time to time. These terms will include underwriting approval and payment of all outstanding premiums. A Revival Charge, as specified in the Schedule of Charges, may be levied. The Revival Charge will be deducted by cancellation of units. The Revival Charge will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority, subject to the maximum as stated in the Schedule of Charges. On revival, the Unit Fund Value at the date of Lapse and the outstanding premiums will be used to allocate units to the Policy in accordance with Provision 9(xiii). On Revival, the Surrender Charges taken on automatic surrender due to a Lapse are reversed.
- c. If a Policy automatically surrendered due to a Lapse is not revived, the Unit Fund Value at the date of lapse less the Surrender Charge as specified in the Schedule of Charges would be paid to the Policy holder at the end of 2 years from the date of lapse or at the end of 3 years from

inception whichever is later. If you die before this payment has been made we will make the payment immediately on receipt of all relevant documents in support of the claim.

Once this payment has been made, the Policy terminates, no further benefits are payable and the policy cannot be revived.

**(iii) Premium unpaid after the first 3 years of the Policy**

- a. If any Premium remains unpaid as described in Provision 4 after the first 3 years of the Policy, the Policy will be made Paid-Up. For a Paid-Up Policy the unit funds will continue to be invested; risk cover will continue; all charges including the mortality charges will continue to be deducted; and the Policyholder will be entitled to all Policy servicing. Premiums can be paid into a Paid-Up Policy only during the period of 5 years from the due date of the earliest outstanding premium. Any premiums paid into a Paid-Up Policy are used to clear the outstanding premiums in the order of their due dates, the earliest being the first to be cleared. The level of the outstanding premiums will be the same as the premium at the time when the policy was Paid-Up. The premiums paid will be used to allocate units to the Policy in accordance with Provision 9(ii).
- b. A Paid-Up Policy can be revived anytime during the period of 5 years from the due date of the earliest outstanding premium, subject to any terms and conditions which we may specify from time to time. These terms will include payment of all outstanding regular premiums. The level of the outstanding premiums will be the same as the premium at the time when the policy was Paid-Up. A Revival Charge, as specified in the Schedule of Charges, may be levied. The Revival Charge will be deducted by cancellation of units. The Revival Charge will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority, subject to the maximum as stated in the Schedule of Charges. On revival the outstanding premiums will be used to allocate units to the Policy in accordance with the Provision 9(xiii).
- c. If the Paid-Up Policy is not revived within the period of 5 years from the due date of the earliest outstanding premium, then you can either choose to continue the Policy in a Paid-Up state for the remaining term of the Policy or choose to surrender the policy.  
If you choose to continue the policy in a Paid-Up state, then the Unit funds will continue to be invested; risk cover will continue; all charges including the mortality charges will continue to be deducted; and the policyholder will be entitled to all policy servicing. However no further premiums would be accepted into the Policy.

If you choose to surrender the policy, then the Policy will be surrendered in accordance with Provision 5(i).

## 6. Investment Linked Funds

- (i) We will maintain a number of investment-linked Funds in order to determine the benefits under this Policy and certain other policies issued by us from time to time.
- (ii) Each Fund is divided into units. In any investment linked Fund, units of any particular type shall be of equal value. You will not hold the units directly and the assets of each Fund will belong to us.
- (iii) We decide what assets the Funds invest in.
- (iv) We may close, withdraw, modify, split or combine Funds or introduce new Funds with prior approval from the Insurance Regulatory and Development Authority. 'Withdraw' means no further payments will be accepted into the Fund, any existing units held in the Fund will continue to be allocated. 'Close' means we will encash all the units, which exist for a Fund and terminate the Fund.
- (v) Where we close or withdraw a Fund, we will notify you, three months in advance that, we will switch any existing units in that Fund and / or apply any future Premiums which would have been applied to that Fund to another Fund that has, in our opinion, the closest investment objectives to the original Fund. During the three month notice period, you can switch to any other available Fund in terms of Provision 12 (Fund Switches). Any charges, which are normally deducted for a switch of Funds, as outlined in Provision 14 (Charges) will not be deducted in these circumstances.
- (vi) We will not allocate units in any investment-linked Fund unless assets equivalent to those units are added at the same time to the Fund. We will also not withdraw assets from any such Fund (except to meet the deductions described in section (viii) of this Provision) unless units equivalent to those assets are cancelled at the same time. Units will only be cancelled in any such Fund under the terms of Provision 14 (Charges), and assets equivalent to the cancelled units will be withdrawn from the same Fund at the same time.
- (vii) We will add the income from the assets of an investment linked Fund to that Fund.
- (viii) We can deduct from the assets of an investment linked Fund any amounts that we decide are appropriate to cover:
  - expenses, taxes and statutory duties due to the buying and selling of assets;
  - part or all of any tax, statutory levy or other statutory/regulatory charge on us allocated to the Fund; and
  - the management charges described in Provision 8 (Management Charges on Investment Linked Funds).

## 7. Valuation of Investment Linked Funds

- (i) At such intervals as we may decide, but usually each day all the financial markets are open, we will value each investment linked Fund so that we can set the prices of units as specified in Provision 9 (Unit Prices).
- (ii) The maximum and minimum values of a Fund are based on the maximum and minimum values of assets in that Fund, allowing for any cash that has not been invested, an estimate of income earned but not received, an estimate of charges incurred but not yet paid, allowance for future deductions of the types described in



- Provision 6(viii), allowance for investment transactions made but not yet settled and allowing for the expenses of purchasing or selling assets.
- (iii) The maximum value of an asset will not be greater than the market price at which it could be bought allowing for the expenses of buying assets.
  - (iv) The minimum value of an asset will not be less than the market price at which it could be sold allowing for the expenses of selling assets.
  - (v) The value of quoted securities (such as stocks and shares) will normally be based on Indian market practice of market or fair value in accordance with regulations/guidelines/directives from the Insurance Regulatory and Development Authority (IRDA) or any applicable regulator. The investments in buildings and land will be based on valuations prepared and certified by independent valuers appointed by us and adjusted to take account of changes in prices, where material, since the last valuations. We will determine the values of all other assets.
  - (vi) We will always make best endeavour to value the assets on each day all the financial markets are open. In certain extreme circumstances this may not be possible, as the value of assets may be too uncertain. In such circumstances we may defer the valuation of assets until normality returns. Examples of such circumstances are:
    - When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Fund are closed other than for ordinary holidays.
    - When, as a result of political, economic, monetary or any circumstances out of our control, the disposal or valuation of the assets of the unit Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining Unit holders.
    - During periods of extreme volatility of markets during which surrenders and switches would, in our opinion, be detrimental to the interests of the existing Unit holders of the Fund.
    - In the case of natural calamities, strikes, war, civil unrest, riots and 'bandhs'.
    - In the event of any force majeure or disaster that affects our normal functioning.
    - If so directed by the IRDA or any applicable regulator.

## **8. Management Charges on Investment Linked Funds**

We will take the appropriate Fund Management Charge as specified in the Schedule of Charges, from the Fund. This Charge will be taken on a daily basis and incorporated into the Unit Prices for each Fund. This Charge will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority, subject to the maximum as stated in the Schedule of Charges.

## 9. Unit Prices

- (i) We will calculate the unit price of a fund as per the Unit Linked Guidelines. The relevant section from the Unit Linked Guidelines is reproduced in the Appendix to the Policy Schedule. The resulting price will be rounded to the nearest Rs. 0.0001. This price will be published on our company's website.
- (ii) For the purposes of Provision 4 (Premiums) and Provision 5(iii)a, if we receive your Premium and all necessary documentation to allow the Premium to be processed, and we are satisfied that the information received is correct, before the Cut-off time for the next Valuation then we will use the Unit prices set at the next Valuation to allocate your Premium. If we receive your Premium and all necessary documentation to allow the Premium to be processed, and we are satisfied that the information received is correct, after the Cut-off time for the next Valuation then we will use the Unit prices set at the Valuation after the next one.
- (iii) Where you instruct us to apply a Premium on a date in the future we will action those instructions as if they arrive at the start of the business day you instructed us to process the Premium, subject to the Cut-off time rules defined above. If you wish to amend any future dated instructions you may do so until the Cut-off time for that Premium and provided we have not acted upon your instructions. If amendment instructions are received after the Cut-off time for that Premium they will not be acted upon.
- (iv) For the purposes of Provision 12 (Fund Switches) if you instruct us to switch Funds at the next Valuation and we receive those instructions and all necessary documentation to allow the switch to be processed, before the Cut-off time for the next Valuation then we will use the Unit prices set at the next Valuation to switch your Funds. If we receive those instructions and all necessary documentation to allow the switch to be processed, after the Cut-off time for the next Valuation then we will use the Unit prices set at the Valuation after the next one.
- (v) Where you instruct us to switch Funds on a date in the future we will action those instructions as if they arrive at the start of the business day you instructed us to process the switch, subject to the Cut-off time rules defined above. If you wish to amend any future dated fund switch instructions you may do so until the Cut-off time for the switch and provided we have not acted upon your instructions. If amendment instructions are received after the Cut-off time for the switch they will be treated as a separate switch instruction.
- (vi) We can delay a switch of Funds in terms of Provision 12.
- (vii) For the purpose of Provision 14 (Charges), the Unit prices used to cancel units will be those set on the Valuation on the effective date the charges are deducted from the Policy, or if no such Valuation is made, on the most recent Valuation prior to the effective date.
- (viii) For the purpose of paying a benefit under your Policy described in Provision 3(i) (Benefits) if you instruct us to pay a benefit under your Policy and we receive those instructions and all necessary documentation to allow the benefit payment to be processed, before the Cut-off time for the next Valuation then we will use the Unit prices set at the next Valuation to cancel units from your Policy. If we receive those instructions and all necessary documentation to allow the benefit payment to be processed, after the Cut-off time for the next Valuation then we will use the Unit prices set at the Valuation after the next one.

- (ix) For the purpose of Surrendering your Policy described in Provision 5(i)a and 5(i)b, if you instruct us to Surrender your Policy and we receive those instructions and all necessary documentation to allow the Surrender to be processed, before the Cut-off time for the next Valuation then we will use the Unit prices set at the next Valuation to cancel units from your Policy. If we receive those instructions and all necessary documentation to allow the Surrender to be processed, after the Cut-off time for the next Valuation then we will use the Unit prices set at the Valuation after the next one.
- (x) For the purpose of Provision 13 (Policy Withdrawals), if you instruct us to make a Partial Withdrawal from the Policy and we receive those instructions and all necessary documentation to allow the cash payment to be processed, before the Cut-off time for the next Valuation then we will use the Unit prices set at the next Valuation to cancel units from your Policy. If we receive those instructions and all necessary documentation to allow the cash payment to be processed, after the Cut-off time for the next Valuation then we will use the Unit prices set at the Valuation after the next one.
- (xi) Where you instruct us to Surrender your Policy in accordance with (ix) of this Provision, or to make a Partial Withdrawal from your Policy in accordance with (x) of this Provision, at a date in the future we will action those instructions as if they arrive at the start of the business day you instructed us to process the cash payment, subject to the Cut-off time rules defined above. If you wish to amend any future dated Surrender or withdrawal instructions you may do so until the Cut-off time for that cash payment and provided we have not acted upon your instructions. If amendment instructions are received after the Cut-off time for that cash payment they will not be acted upon.
- (xii) Where we lapse your Policy according to Provisions 5(ii)a and 5(ii)c, we will use the latest available Unit prices on the date of lapse of the policy to cancel units from your Policy.
- (xiii) Where we revive your Policy according to Provisions 5(ii)b and 5(iii)b if we process the revival before the Cut-off time for the next Valuation then we will use the Unit prices set at the next Valuation to allocate units to your Policy. If we process the revival after the Cut-off time for the next Valuation then we will use the Unit prices set at the Valuation after the next one.
- (xiv) For the purpose of monitoring against the Minimum Fund Value in accordance with Provision 15, we will use the latest available Unit prices to determine the value of the funds in your Policy.

If we cancel your Policy in accordance with Provision 15, we will use the latest available Unit prices to cancel units from your Policy.

- (xv) Details of our current unit valuation processes and Cut-off times are shown in Provision 7 (Valuation of Investment Linked Funds) and in the appendix to the Policy Schedule respectively and they may change as and when directed by the Insurance Regulatory and Development Authority.
- (xvi) Where you instruct us to process more than one Fund related transaction and we receive those instructions and all necessary documentation for each of the transactions on the same day, subject to the Cut-off rules, we will only act upon the instruction that is received first on that day. The second instruction will be acted upon on the next valuation day after the completion of the first transaction and so on till all received instructions have been acted upon.

## 10. Choosing your investment linked Funds

- (i) Initially your Premium will be used to allocate units in the Funds chosen by you in the Application Form.
- (ii) Any Single Premium Top-Up paid as set-out in Provision 4(iii) and 4(iv), will, unless specified by you in writing at the time of payment, be used to allocate Units in the Funds chosen by you for allocation of your Regular Premium.
- (iii) At any time you can ask for some or all of your future Premiums to be allocated to units in different Funds that are available to this product. Premiums will only be applied as per the revised instructions if we accept those instructions before the Cut-off time for that Premium. We will only act on those instructions to change the Fund choice for future Premiums when we have all necessary information to allow the change of Fund choice to be processed and we are satisfied that the information received is correct.
- (iv) If written instructions have not been received as to which Fund a Premium should be invested in then the Premium will not be invested until such time as the instructions are received. The Premium will then be allocated using the Unit price applicable after the next Cut-off time.
- (v) We will levy a Premium Redirection Charge for any Premium Redirection requests. This charge will be taken by cancellation of units. This charge will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority, subject to the maximum as stated in the Schedule of Charges.

## 11. How we allocate and cancel units

- (i) How we allocate units to your Policy
  - Units will be allocated to the Funds specified in accordance with Provision 10 (Choosing your investment linked Funds)
  - The amount used to allocate units will be rounded to the nearest paise.
  - The number of units allocated in each Fund and account is rounded to the nearest 1/100000th of a Unit.
  - We will retain any money left over after rounding.
- (ii) How we will cancel units from your Policy
  - Where units are cancelled in line with Provision 12 (Fund Switches) we will cancel all units in each Fund held under the Policy on the date of Fund Switch.
  - Where units are cancelled to make cash payment from the Policy in line with Provision 13 (Policy Withdrawals), we will cancel units in each Fund held under the Policy, in proportion to the value of the units of those funds, on the date of Partial Withdrawal.
  - Where units are cancelled to collect a charge from the Policy in line with Provision 14 (Charges) we will cancel units in each Fund, held under the Policy in proportion to the value of the units of those Funds, on the date of deduction of the charge.
  - Where units are cancelled due to the cancellation or termination of the Policy, for whatever reason, all units in the Policy will be cancelled on the date of cancellation or termination of the Policy.
  - Where units are cancelled due to the Lapsation of the Policy, all units in the Policy will be cancelled on the date of Lapsation of the Policy.

- The number of units cancelled from each Fund, and account, will be rounded up to the nearest 1/100000th of a Unit.
- We will retain any money left over after rounding.

## 12. Fund Switches

- You can ask us to switch the Funds in which your units are held. To do this, we will first cancel all of your existing units. We will then use the proceeds from the cancelled units, less the charge described in Provision 14 (Charges), to buy units in your chosen Fund or Funds.
- You may choose any investment linked Fund which is available to this product and which we have not withdrawn or closed.
- We will cancel units in accordance with Provision 11 (How we allocate and cancel units). We will allocate units in accordance with Provision 11.
- We will levy a Switching Charge for any Fund switch request. This charge will be determined by us at our sole discretion from time to time with prior approval from the Insurance Regulatory and Development Authority, subject to the maximum as stated in the Schedule of Charges.
- We may delay switching Funds if it is necessary to do so in order to maintain fairness and equity between Unit holders remaining in, and Unit holders leaving a Fund. Where this applies, we may delay switching all or part of your Funds for up to 30 days. If we delay the switch, we will use the Unit prices that apply on the day on which the switch actually takes place.

We may delay switches in the following circumstances:

- When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the fund are closed other than for ordinary holidays.
- When, as a result of political, economic, monetary or any circumstances out of our control, the disposal or valuation of the assets of the unit fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining unit holders.
- During periods of extreme volatility of markets during which surrenders and switches would, in our opinion, be detrimental to the interests of the existing unit holders of the fund.
- In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.
- In the event of any force majeure or disaster that affects our normal functioning.
- If so directed by the IRDA.

## 13. Policy Withdrawals

- You have the option of making Partial Withdrawals at any time after the first 5 years, subject to the following conditions:
  - The Partial Withdrawal amount is not less than the minimum amount specified in the Policy Schedule.
  - The Unit Fund Value after the Partial Withdrawal and the Partial Withdrawal Charge is not less than the Minimum Fund Value as specified in the Policy Schedule. We will monitor the Minimum Fund Value as specified in Provision 15.
  - The Unit Fund Value after the Partial Withdrawal and the Partial Withdrawal Charge is not less than the total amount of any Top-Up Premiums paid during

3 years preceding the date of Partial Withdrawal, excluding any Top-Up Premiums paid during the last 3 years of the Policy.

The Minimum Partial Withdrawal Amount will be determined by us at our sole discretion from time to time. The Minimum Fund Value will be determined by us at our sole discretion from time to time. The Partial Withdrawal Charge will be determined by us at our sole discretion from time to time, subject to the maximum as stated in the Schedule of Charges. Any changes to the above will apply only with prior approval from the Insurance Regulatory and Development Authority.

- (ii) Following a Partial Withdrawal, the Policy continues to be In-force and all benefits and conditions remain unaltered.
- (iii) Where Partial Withdrawals are made, we will cancel units in accordance with Provision 11 (How we allocate and cancel units).
- (iv) We will deduct any tax and/or levies from payments if we are required to do so by the relevant authorities.
- (v) All payments from the Policy will be made to you or to any other person entitled to receive them.
- (vi) We may delay making a payment from the Funds if it is necessary to do so in order to maintain fairness and equity between Unit holders remaining in, and Unit holders leaving a Fund. Where this applies, we may delay encashing all or part of your Funds for up to 30 days. If we delay the encashment, we will use the Unit prices that apply on the day on which the encashment actually takes place.

We may delay encashments in the following circumstances:

- When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the fund are closed other than for ordinary holidays.
- When, as a result of political, economic, monetary or any circumstances out of our control, the disposal or valuation of the assets of the unit fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining unit holders.
- During periods of extreme volatility of markets during which surrenders and switches would, in our opinion, be detrimental to the interests of the existing unit holders of the fund.
- In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.
- In the event of any force majeure or disaster that affects our normal functioning.
- If so directed by the IRDA.

#### **14. Charges**

- (i) We shall levy a charge using the Normal Allocation Rate or ECS Allocation Rate as specified in the Schedule of Charges and described in Provision 4(vi).
- (ii) We shall levy the Policy Administration Charge as specified in the Schedule of Charges. This charge will be deducted from your Policy by a cancellation of units in accordance with Provision 11 (How we allocate and cancel units). The charge will be taken following allocation of the first Premium into units, and then on each Monthly Renewal Date. This charge will be determined by us at our sole discretion from time to time, subject to the maximum as stated in the Schedule of Charges.

- (iii) We shall levy the Fund Management Charge as specified in the Schedule of Charges and described in Provision 8 (Management Charges on Investment Linked Funds). This Charge will be determined by us at our sole discretion from time to time, subject to the maximum as stated in the Schedule of Charges.
- (iv) We shall levy the Mortality Charges as specified in the Schedule of Charges in order to provide the chosen level of Risk Benefits as specified in the Policy Schedule. This charge will be deducted from your Policy by a cancellation of units in accordance with Provision 11. The charge will be taken following allocation of the first Premium into units, and then on each Monthly Renewal Date. This charge will be calculated using actuarial rates for the chosen level of risk. The actuarial rates corresponding to the Death Benefit are guaranteed for the term of the Policy
- (v) We may levy the Revival Charge as specified in the Schedule of Charges and described in Provision 5(ii)b and 5(iii)b. This charge will be deducted from your Policy by a cancellation of units in accordance with Provision 11, at the time of revival. This charge will be determined by us at our sole discretion from time to time, subject to the maximum as stated in the Schedule of Charges.
- (vi) We shall levy the Charge for Fund Switches as specified in the Schedule of Charges in accordance with Provision 12(iv). This charge will be deducted from your Policy by a cancellation of units in accordance with Provision 11. This charge will be determined by us at our sole discretion from time to time, subject to the maximum as stated in the Schedule of Charges.
- (vii) We shall levy the Charge for Premium Redirection as specified in the Schedule of Charges in accordance with Provision 10(v). This charge will be deducted from your Policy by a cancellation of units in accordance with Provision 11. This charge will be determined by us at our sole discretion from time to time, subject to the maximum as stated in the Schedule of Charges.
- (viii) We shall levy the Charge for Partial Withdrawals as specified in the Schedule of Charges in accordance with Provision 13. This charge will be deducted from your Policy by a cancellation of units in accordance with Provision 11. This Charge will be determined by us at our sole discretion from time to time, subject to the maximum as stated in the Schedule of Charges.
- (ix) We shall levy the Additional Servicing Charge as specified in the Schedule of Charges for any additional servicing requests to this Policy, requested by the policyholder and approved by us. This charge will be deducted from your Policy by a cancellation of units in accordance with Provision 11. This Charge will be determined by us at our sole discretion from time to time, subject to the maximum as stated in the Schedule of Charges.
- (x) We shall levy the Surrender Charge as specified in the Schedule of Charges, on Surrender in accordance with Provision 5(i)a and 5(i)b; and on automatic surrender due to a Lapse in accordance with Provision 5(ii)a and 5(ii)c. This charge will be deducted from your Policy by a cancellation of units in accordance with Provision 11.
- (xi) We shall levy the Service Tax and Education Cess tax as specified in the Schedule of Charges based on each of the charges deducted in accordance with Provision 14 (i) to (x). This tax will be deducted from your Policy by a cancellation of units in accordance with Provision 11. The tax will be taken at the same time as the charge on which the tax is being levied. This Tax will be determined by the

Government in accordance with legislation applicable at the time of providing service.

(xii) Any changes to the above mentioned charges will apply only with prior approval from the Insurance Regulatory and Development Authority.

(xiii) Any additional statutory levy or charges, including any tax, may be charged to you either now or in future by the Company.

#### **15. Minimum Fund Value**

(i) The fund value of the Policy will be monitored on every Monthly Renewal Date and when Partial Withdrawals are made. The fund value will be determined in accordance with Provision 9(xiv).

(ii) If this fund value falls below the Minimum Fund Value as specified in the Policy Schedule then we reserve the right to cancel the Policy. No Surrender Charge will be deducted on such a cancellation. On cancellation any risk cover will cease immediately. The amount payable will be Unit Fund Value. No further benefits will be payable. On cancellation, the units will be cancelled in accordance with the Provision 9(xiv).

#### **16. Special Rules for Large Transactions**

(i) In order to maintain equity and fairness with all Unit holders, for very large transactions above a threshold level, we may, notwithstanding any other provision, choose to apply the following sections, for all such transactions that involve purchase or sale of underlying assets. The threshold level will vary from time to time, depending on, amongst other matters, the liquidity of the stock markets. Details of our current thresholds are available on request.

(ii) The number of units allocated may reflect the expenditure incurred in the actual market transactions which occurred. Transactions may occur over a number of days.

(iii) The value of units obtained from encashment may be the actual value obtained as a consequence of the actual market transactions, which occurred. Transactions may occur over a number of days.

#### **17. Loans**

There is no facility of loans from us against this Policy.

#### **18. Exclusions.**

**We shall not be liable to pay any benefit indicated in your Policy Schedule if the death of the Life Assured is caused directly or indirectly by suicide within one year of the date of commencement or the date of issue or the date of Revival of the Policy, whichever is later. However in such circumstances, the Unit Fund Value at the date of intimation of death will be paid.**

#### **19. Incorrect information and non-disclosure**

(i) Your Policy is based on the application and declaration which you have made to us and other information provided by you/on your behalf. However, if any of the information provided is incomplete or incorrect, notwithstanding any other



Provisions under the Policy, we reserve the right to vary the benefits, which may be payable and, further, if there has been non-disclosure of a material fact then we may treat your Policy as void from commencement. In such cases we may decide to pay nothing or pay the surrender value or only refund a proportion of the premiums paid. The amount payable will be determined at our sole discretion. In all such cases, the Policy will terminate immediately and no further benefits will be payable.

- (ii) For your benefit, Section 45 of the Insurance Act, 1938 is reproduced below:

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.

## **20. Insurance legislation**

This Policy is subject to the Insurance Act 1938, as amended by the Insurance Regulatory and Development Authority Act, 1999, such amendments, modifications as may be made from time to time and such other relevant regulations as may be introduced thereunder from time to time by that Authority.

It is required to obtain prior approval from the Insurance Regulatory and Development Authority or any successor body before making any material changes to these Provisions.

## **21. Assignments and Nominations**

Any notice of assignment or change in nomination must be notified in writing to us at our Correspondence Address noted in your Policy Schedule.