HDFC LIFE NEW GROUP UNIT LINKED PLAN
(UIN << >>)

This Group Policy (“Policy”) is issued by HDFC Life Insurance Company Limited having its Registered Office at Ramon House, H.T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai – 400 020 and its Corporate Office at 13th floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400 011 (hereinafter called “the Insurer”) to the Policyholder identified in the Policy Schedule hereto, who shall hold the same and all Benefits payable thereunder upon trust for the benefit of the persons to whom the said Benefits are payable (i.e. Scheme Members, or their nominees).

The Policy number of this policy is as shown in the Policy Schedule. This Policy document consists of this page, the Policy Schedule, the Standard Policy Provisions and the Rider Provisions(if any) together constituting the Policy.

The Policy is issued pursuant to a proposal made to the Insurer by the Policyholder on the date shown in the Policy Schedule for the benefit of Scheme Members (“Proposal”). The Policy signifies a contract between the Policyholder and the Insurer.

Upon and subject to timely receipt of Premium by the Insurer from the Policyholder, the Insurer shall pay to the Policyholder, the Benefits described in the Policy, subject to the terms of the Policy.

All monies payable under the Policy to or by the Insurer, shall be payable in Indian Rupees at the office of the Insurer identified in the Policy Schedule.

Notwithstanding the date of the Proposal and the date on which the Policy is signed, the Policy shall have effect or be deemed to be effective from the date shown in the Policy Schedule as the Effective Date.

In witness whereof, this Policy is signed at the end of the Policy Schedule by a person duly authorised by the Insurer.

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.

1. Definitions
In this Policy unless the context otherwise requires:-

1) “Accounts” – Are separately held sets of Units that You have requested Us to hold. You will instruct Us on which Account(s) to apply Premiums to and remove encashments from.

2) “Contribution/ Premium” – means the premium(s) paid by the Policyholder into the Policy.

3) “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. As per Regulations, the current Cut-off time is 3.00pm.

4) “Fund” - means each of the Funds earmarked by the Insurer for Unit Linked business and available to this product.

5) “Fund Value or Unit Fund Value” – means the value obtained by multiplying the number of Units allocated to your Policy by the corresponding price of the Units.”

6) “Insurer, Us, We” – means HDFC Life Insurance Company Limited.

7) “Policyholder, You, Your” – means the Trustees of the Scheme or if no Trust exists, the sponsor of the Scheme as listed on the Policy Schedule.

8) “Register” – means the list of Scheme Members of the Scheme.

9) “Scheme” – means the Scheme named in the Policy Schedule.

10) “Scheme Member” – means an eligible person who is included in the Scheme as per the Scheme rules as member of that Scheme.

11) “Sponsor” – means the person / body sponsoring the Scheme and is listed on the Policy Schedule and may include the employer.

12) “Trustees” – means the Trustees, if applicable of the Scheme.

13) “Unit” – means a specific portion or part of the underlying segregated unit linked fund which is representative of the Policyholder’s entitlement in such funds i.e. the number of Units are allocated basis applicable NAV and amount of Premium at the corresponding price of the Units.”

14) Words importing the masculine gender shall include the feminine gender and vice versa.

15) Words in the singular shall include the plural and vice versa.

16) Any reference to a provision or provisions shall be construed as a reference to a provision or provisions of this Policy.

2. Register of Members

1) The Policyholder shall maintain a Register which shall have the details of all the Scheme Members including nomination details, and shall form an integral part of this Policy.

2) An inspection of the Register without notice may be conducted by the Insurer or the auditors/authorized representatives of the Insurer and the Insurer may from time to time seek the records and/or ask for a certificate from the statutory auditor of the Policyholder.

3) A Scheme Member’s name can be removed from the Register at any time. If it is discovered that a person included in the Register is not a Scheme Member, or has ceased to be a Scheme Member, the person’s name will be removed from the Register.

4) The minimum number of Scheme Members required under this Policy is stated in the Policy Schedule.

3. Provision of Information

1) Before assuring any Benefits to the Scheme Members under this Policy and to determine the rights and obligations of the Insurer, the Policyholder must provide the Insurer with such information, data and evidence as the Insurer may consider necessary and in such form as the Insurer requires.

2) The Policyholder shall inform the Insurer of the death of a Scheme Member within 30 days of death and shall file a claim with the Insurer on behalf of the nominee of the deceased Scheme Member in the form prescribed by the Insurer and accompanied by all relevant documents as may be required by the Insurer, within 90 days from the date of death.

However, the Insurer will condone the delay caused in intimation of claim where such delay is proved to be for the reasons beyond the control of the claimant.

4) The Insurer shall not be liable for any loss of Benefit resulting from errors in or omissions in/from any information, data or evidence given to the Insurer by the Policyholder.

The Insurer shall not admit a claim in respect of a Scheme Member under this Policy unless it receives the Scheme Member’s death certificate or such other document that the Insurer may decide, within the legal and regulatory framework in the circumstances of a particular case.

The documents usually required for processing a claim are:

a) Claim form

b) Proof of Death, if applicable

Documents which can be considered as proof of Death are (any one):

i. Death Certificate of the Scheme Member issued by the Municipal Corporation/ Government hospital/recognized hospital where the Scheme Member was receiving treatment, or where he was cremated/buried; or

ii. Gram Panchayat certificate / Tehsildar certificate, Certified copy of village death records, or

iii. Certified copy of relevant extracts of Register of Births and Deaths.

c) Any other document that the Insurer may decide in the circumstances of a particular case.

The Insurer will not accept the aforesaid documents unless it is issued signed by a person duly authorized to issue the same.

4. Premiums

1) The Policy is written on an annually renewable basis.

2) Premiums can be paid into the Account(s) by the Policyholder by any method agreed by Us. Single, yearly, half-yearly, quarterly and monthly modes of Premium payment are available under this product.

3) New Members are allowed to join the Scheme at any time, provided the application is accepted by the Insurer.

4) The Policy will not come into force until the first Premium is accepted by Us.

5) There is no maximum limit on Premium amount applicable to the Scheme or to the Scheme Member.

6) Premiums received before the specified Cut-off time shall be deemed to have been received on that day. Premiums received after the specified Cut-off time shall be deemed to have been received on the next working day. The Cut-off time may vary from time to time and is subject to our internal guidelines and/or applicable regulations.

7) Service tax and any other applicable statutory taxes, duties and levies (including education cess or any other charge thereon) and statutory increase in such taxes, duties and levies shall be payable by the Policyholder and may be charged to You either now or in future by the Insurer. The Insurer reserves the right to collect any additional taxes or levies that may be introduced in the future by the government, as and when such taxes become effective.
5. Investment Linked Funds

1) Fund descriptions of the Funds currently available under this Policy and investment pattern are listed below, the same may change in future.

<table>
<thead>
<tr>
<th>FUND</th>
<th>OBJECTIVE</th>
<th>ASSET CLASS</th>
<th>Risk &amp; Return rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Money Market Instruments &amp; Public Deposits</td>
<td>Govt. Securities &amp; Bonds</td>
</tr>
<tr>
<td>Liquid Fund II</td>
<td>Extremely low capital risk</td>
<td>Very stable returns 100%</td>
<td>–</td>
</tr>
<tr>
<td>Secure Managed Fund II</td>
<td>More capital stability than equity funds</td>
<td>Higher potential return than Liquid Fund</td>
<td>0% to 25%</td>
</tr>
<tr>
<td>Defensive Managed Fund II</td>
<td>Access to better long-term returns through equities</td>
<td>Significant bond exposure keeps risk down as compared to equities</td>
<td>0% to 20%</td>
</tr>
<tr>
<td>Balanced Managed Fund II</td>
<td>Increased equity exposure gives better long-term return</td>
<td>Bond exposure provides some stability as compared to equities</td>
<td>0% to 20%</td>
</tr>
<tr>
<td>Equity Managed Fund II</td>
<td>The small bond holding will aid diversification and provide a little stability</td>
<td>For those who wish to maximise their returns</td>
<td>0% to 12%</td>
</tr>
<tr>
<td>Growth Fund II</td>
<td>100% investment in high quality Indian equities</td>
<td>Unit Price of the date of commencement of the Policy</td>
<td>0% to 10%</td>
</tr>
</tbody>
</table>

2) Unit prices will be published on the Insurer’s website, at the Life Insurance Council Website and in leading national dailies. The Unit Price of a unit linked Fund shall be computed as:

- Market value of investment held by the fund plus the value of any current assets less the value of any current liabilities & provisions, if any.
- Divided by the number of Units existing at the valuation date (before any Units are redeemed or created).
- The resulting price will be rounded to the nearest Re. 0.0001.

3) Your instruction for allocation of Premium net of all the relevant allocation Charges is utilized to purchase Units of investment linked Funds for the Policy. In any investment linked Fund, all Units are of equal value. You will not hold the Units directly and the assets of each Fund will belong to Us.

4) The assets that the Funds invest in will be selected by Us at our sole discretion at all times.

5) We may close, withdraw, modify, split or combine Funds or introduce new Funds with prior approval from the Insurance Regulatory and Development Authority, if required. „Withdraw” means no further payments will be accepted into the Fund, while 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.

6) Where We Close or Withdraw a Fund, We will notify You, three (3) months in advance that, We will switch any existing Units in that Fund (“original fund”) and/or apply any future Premiums which would have been applied to that original Fund to another Fund that has, in our opinion, the closest investment objectives to the original fund. During the three (3) month notice period, You can switch to any other

7) 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 below in this clause) unless Units equivalent to those assets are cancelled at the same time. Units will only be cancelled in any such Fund under the terms as specified in Schedule of Charges under the Policy Schedule, and assets equivalent to the cancelled Units will be withdrawn from the same Fund at the same time.

8) We can deduct from the assets of an investment linked Fund the amounts that are required to cover:

a) expenses, taxes and statutory duties in respect of or due to the buying and selling of assets;

b) part or all of any tax, statutory levy or other statutory/regulatory charge levied on Us and allocated to the Fund; and

c) the Charges as described in the Schedule of Charges, under the Policy Schedule.

9) Risks of Investment in the Funds:

a) The Premiums paid in the Linked Insurance Policies are subject to investment risks associated with capital markets and the Unit Prices may go up or down based on the performance of the Fund and factors influencing the capital market and You are responsible for the decisions made.

b) HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life New Group Unit Linked Plan is only the name of the linked insurance product and does not, in any way, indicate the quality of the product or its future prospects or the returns.

c) The various Funds offered under this Policy and the names of the Funds do not, in any way, indicate the quality of the Funds, their future prospects or the returns.

d) There is no assurance that the objectives of any of the Funds will be achieved.

e) The past performance of any of the Funds does not indicate the future performance of these Funds.

6. Applicability of Unit Prices

1) The allocation and redemption of units for various transactions would be at the unit prices as described below:

<table>
<thead>
<tr>
<th>Type of Transaction</th>
<th>Applicable Unit Prices/ NAV (Where transaction is received before cut-off time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Premium deposit received by way of local cheque or pay order or demand drafts payable at par</td>
<td>Unit Price of the date of commencement of the Policy</td>
</tr>
<tr>
<td>First Premium deposit received by way of outstation cheque</td>
<td>Unit Price of the date of commencement of the Policy or date of realisation of the amount by the Insurer, whichever is later.</td>
</tr>
<tr>
<td>Subsequent Premiums / Contributions received by way of Direct Debit, ECS, credit card, etc.</td>
<td>Unit Price at the date of Premium payment or actual receipt of Premium whichever is later.</td>
</tr>
<tr>
<td>Subsequent Premiums received by way of local cheque</td>
<td>Unit Price at the date of receipt of instruction.</td>
</tr>
<tr>
<td>Subsequent Premiums received by way of outstation cheque</td>
<td>Unit Price at the date of receipt of instrument or the date of realisation of the amount by the Insurer, whichever is later.</td>
</tr>
<tr>
<td>Exits</td>
<td>Unit Price of the date of receipt of the request in writing.</td>
</tr>
<tr>
<td>Fund Switch</td>
<td>Unit Price of the date of receipt of the request in writing.</td>
</tr>
<tr>
<td>Free Look Cancellation</td>
<td>Unit Price of the date of receipt of the request or intimation of claim. (Intimation for the purpose of claim must be in writing or any other manner as decided by the Insurer from time to time).</td>
</tr>
<tr>
<td>Death Claim</td>
<td>Unit Price of the date of receipt of the request in writing.</td>
</tr>
</tbody>
</table>

F&U dated: 5th June, 2017
2) If the transaction request is received after the Cut-off time, then Unit Prices of the next date shall be applicable
3) If the same day or the next day or the transaction due date is not a Valuation date, then we shall apply the Unit Price of the next immediate Valuation date
4) In the event of the new application or proposal received on the last day of the financial year, the Unit Price of that day would be applicable. The Cut-off time shall not be applicable for such transactions.
5) The units allocated shall be reversed in case of the non-realisation of the Premium amount
6) We shall follow norms stated above for any transactions which are not specifically mentioned herein but involve allocation and redemption of units.

7. Benefits
1) This is a Linked and Non-Participating Policy. 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. Our liability under the Policy lies only to You and is limited to the extent of the Unit value of your Policy less any charges due to Us plus any death Benefits that may be payable. Under no circumstance, our liability under this Policy and certain other policies issued by Us from time to time.
2) Benefits on Death:
   a) On the death of a Scheme Member, a sum of Rs.1000 will be paid by us to the Trustees/ nominees of the Scheme Member in addition to the amount deducted from the fund subject to maximum of Fund Value to pay benefits as per the scheme rules.
3) Benefits on Maturity or Vesting:
   a) There is no defined maturity date for this Policy, the Policy may continue until one of the Parties wishes to terminate the Policy.
   b) Benefits when Scheme Member leaves the Scheme:

   10. Special Rules for Large Transactions
1) For a very large transaction above a threshold level, in order to maintain equity and fairness with all unit holders, We may choose to apply special treatment for all transactions, which involve purchase or sale of underlying assets.
2) The number of Units allocated may reflect the expenditure incurred in the actual market transactions which occurred. The value of Units obtained from encashment may be the actual value obtained as a consequence of the actual market transaction which occurred.
3) Transactions may occur over a number of days.
4) The threshold level will vary from time to time, depending on, amongst other matters, the liquidity of the stock markets. Our current threshold for large transactions will be Rs.50,000,000 for a Fund predominately investing in Government Securities and Rs.25,000,000 for a Fund investing in highly liquid equities.

11. Variation in Terms and Conditions
1) We reserve the right to change any of these Policy provisions / terms and conditions in accordance with changes in applicable Regulations or Laws or if it becomes impossible or impractical to enact the provision / terms and conditions, subject to approval by IRDA.

12. Force Majeure
1) We may delay switching Funds/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 switching/encashing all or part of your Funds for up to 30 days. If we delay the switch/encashing, we will use the Unit Prices that apply on the day on which the switch/encashment of Units actually takes place.
2) We may delay Unit Price Valuation/switches/encashment of Units 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 and encashment would, in our opinion, be detrimental to the interests of the existing/remaining 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.
3) Force Majeure provisions specified above are subject to approval by IRDA.

13. Insurance Legislation
1) Section 41 of the Insurance Act, 1938 states:
   No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer. Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the Insurer. Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to five hundred rupees.
2) 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 a statement made in the proposal for insurance 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 policyholder and that the policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

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.

3) **Anti Money Laundering Provisions**
   The Prevention of Money Laundering Act, 2002, has been made applicable to Insurance Companies. Accordingly Insurer shall enforce the rules as and when the same are notified by the authorities for this/similar plans.

4) **Miscellaneous**
   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 there under from time to time by that Authority.

5) **Jurisdiction:**
   This contract shall be governed by the laws of India. The Courts of Mumbai shall have the exclusive jurisdiction to settle any disputes arising under this contract.

14. **General**
1) Any information needed to administer the Policy must be furnished by the Policyholder.
2) If the information provided by the Policyholder in the application form is incorrect or incomplete, the Insurer reserves the right to vary the Benefits which may be payable.
3) The Insurer reserves the right to change any of these Policy Provisions if it becomes impossible or impractical to observe or execute the Provisions hereunder.
4) The Policyholder will be responsible and liable for making payment, including payment of Benefits, in the appropriate form to the Scheme Member(s) or to his/her nominee or to another scheme as transfer value or to any annuity provider, as applicable.
5) The Insurer can check/inspect, at any time, if the Benefits are being paid to the correct person as and when due.
6) At the end of every policy year beginning from the end of the fifth policy year, we will calculate the gross yield, net yield and reduction in yield based on actual returns. If the reduction in yield is greater than as required under the regulations, we will add Claw-back Additions to the fund to ensure compliance with reduction in yield requirements.
POPCY SCHEDULE

1. Master Policy Number:
   <<system/operations generated>>

2. Name of the Scheme:
   <<system/operations generated>>

3. Date of Proposal:
   <<system/operations generated>>

4. Effective Date:
   <<system/operations service generated>>

5. Next Annual Renewal Date:
   <<system/operations generated>>

6. Policyholder/Sponsor of the Scheme:
   <<system/operations generated>>

7. Premium paid at inception of the Scheme: <<Rs.>>

8. Death Benefit (Sum Assured) per member: Rs. 1,000

9. Eligibility to join the Scheme for the Scheme Member

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Age (last birthday) (in years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Age at Entry</td>
<td>As per the Trust Deeds &amp; Rules for the scheme</td>
</tr>
<tr>
<td>Maximum Age at Entry</td>
<td>As per the Trust Deeds &amp; Rules for the scheme</td>
</tr>
</tbody>
</table>

10. Minimum Number of Members: <<As per Product features>>

11. Schedule of Charges

<table>
<thead>
<tr>
<th>Type of Charge</th>
<th>Current Amount of Charge</th>
<th>Collection of Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium Allocation Charge</td>
<td>0% - If the Policy is sourced directly. 2% - If the Policy is sourced through an Intermediary</td>
<td>This charge will be debited on a daily basis and is incorporated into the Unit Prices for each Fund</td>
</tr>
<tr>
<td>Fund Management Charge</td>
<td>1.25% of Fund per year. This charge can be charged by Us subject to the maximum cap allowed by IRDA.</td>
<td>This charge will be debited based on sum at risk. The sum at risk is the difference between Assured Benefits and prevailing Fund Value.</td>
</tr>
<tr>
<td>Mortality Charge</td>
<td>Re 1 per 1000 Sum assured per member per annum</td>
<td>This charge will be debited from your Policy by cancellation of Units.</td>
</tr>
<tr>
<td>Surrender Charge</td>
<td>A surrender charge of 0.05% of the unit Fund, subject to a maximum of Rs.5,00,000 will be levied if the Fund is withdrawn before the expiry of the third policy year. No Surrender charge will be levied after three policy years.</td>
<td>This charge will be deducted from your Policy by cancellation of Units.</td>
</tr>
<tr>
<td>Switch Charge</td>
<td>Up to 12 switches are free in a Policy year per account. Any additional switch will be charged at Rs. 40 per switch per account.</td>
<td>This charge will be deducted from your Policy by cancellation of Units.</td>
</tr>
</tbody>
</table>

In case you notice any mistake, you may return the Policy document to us for necessary correction.
Office at which monies are payable to the Insurer:

The Principal/Corporate Office of the Insurer and/or such other Office(s) as mutually agreed between the Insurer and the Policyholder from time to time.

<table>
<thead>
<tr>
<th>Place of signing</th>
<th>Date of signing</th>
<th>Signature of person signing for and on behalf of the Insurer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mumbai</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Examined</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Kindly note that name of the Company has changed from "HDFC Standard Life Insurance Company Limited" to "HDFC Life Insurance Company Limited".