

PART B

Tata AIA Life Insurance Super Achiever is a Non-Participating, Endowment Unit Linked Plan

BASIC DEFINITIONS

In this Policy:

“Basic Sum Assured” is the guaranteed amount of the benefit that is payable on the death of the Insured under the Basic Policy. The Basic Sum Assured is shown in the Policy Information Page. If the Basic Sum Assured is subsequently altered according to the terms and conditions of the Policy, the adjusted amount after such alteration as evidenced by an endorsement issued by Us to this effect will become the Basic Sum Assured.

“Board” means an education board recognised by Central or State Government.

“Business Day” means days other than holidays where Stock exchanges with National wide terminals will open for trade (other than day on which exchanges are open for testing) or any day declared by the Authority as business day.

“Claimant” means the Policyholder or the Life Insured or the Nominee or the assignee or the legal heir of the Policyholder.

“Date of Discontinuance of Policy” means the date of receipt of intimation about discontinuance of policy from You or the date of intimation about complete withdrawal of the policy from You or on the expiry of the Notice Period, whichever is earlier.

“Date of commencement” is the date when risk coverage under this Policy or its relevant Top-Up Sum Assured or Supplementary Contract commences and is mentioned on the Policy Information Page.

“Date of Payment of Premium” means the date the premium is received by Us.

“Deductible Partial Withdrawal” means partial withdrawal if any made,

(i) during the last two years immediately preceding the date of death of the Insured, if the age of the Insured at death is less than 60 years of Age; or.

(ii) after Insured attaining the age of 58 years, if the age of the Insured at death is greater than or equal to 60 years, as the case may be

Discontinuance” means the state of the Policy that could arise on surrender of policy or non-payment of the due premiums before the expiry of the Notice Period, provided that no policy shall be treated as discontinued on non-payment of the said premium if, within the grace period, the premium has not been paid due to death of the Insured or upon the happening of any other contingency covered under the policy...

“Discontinued Policy Fund II” means Insurer’s segregated fund that is set aside and is constituted by the fund value of all discontinued policies.

“Fund” means a separately identifiable investment-linked fund set up and managed by Us for the purpose of achieving the objectives of the fund.

“Fund Value” means the total value of the Units at that point of time in a segregated fund i.e. total number of units under a policy x the Net Asset Value (NAV) per unit of that fund on the relevant valuation date.

“Fund Management Charge” is a charge levied as a percentage of the value of assets and shall be appropriated by adjusting the Net Asset Value as prescribed in the Fund Valuation section of the Fund Provisions.

“IRDA of India” means Insurance Regulatory and Development Authority of India.

“Life Insured” means the person whose life is insured under the Policy as shown in the Policy Information Page.

“Lock-in- period” means the period of five consecutive years from the Date of Commencement of the policy, during which period the proceeds of the discontinued policies cannot be paid by Us to You, as the case may be, except in the case of death or upon the happening of any other contingency covered under the policy.

“Maturity Benefit” means the benefit which is payable on the maturity i.e. at the end of the term as specified in the Policy Information Page.

“Maturity Date / Expiry Date” of the Policy is shown in the Policy Information Page. On such maturity / expiry all the benefits under the policy/ supplementary contract shall cease.

“Net Asset Value (NAV) per Unit” (also called **“NAV per Unit”**) means the price per unit of the segregated fund is the value at which a Unit shall be debited from / credited to this Policy. NAV per Unit at a Valuation Date is determined according to the Fund Valuation provisions.

“Notice period” is 30 days from receipt of a notice sent by Us on non-payment of premium which will be sent within 15 days from the date of expiry of the Grace period.

“Partial Withdrawals” means any part of a Fund that is withdrawn by You.

“Policy” means this contract of insurance.

“**Policy Anniversary**” refers to the same date each year as the Policy Date.

“**Policy Charges**” are the charges applicable to the Policy. The current charges on the Policy as on the Issue Date are set out in the Schedule of Policy Charges. We may add new charges and alter the charges and fees as shown in the said Schedule from time to time by giving advance notice of at least three (3) months and on prior clearance from the IRDA of India

“**Policy Date**” as shown in the Policy Information Page is the date from which Policy Anniversaries, policy years, policy months and premium due dates are determined.

“**Policy Monthly Date**” refers to the same date of each month as the Policy Date.

“**Proceeds of the Discontinued Policy**” means the fund value as on the date of discontinuance plus entire income earned after deduction of the fund management charges, subject to a minimum guarantee of interest @ 4% p.a. or as prescribed by IRDA of India from time to time.

“**Reinstatement Date**”/ **Date of Revival** is the approval date of revival of the Policy and /or Supplementary Contract.

“**Revival / Reinstatement**” - When the Premium remains unpaid at the end of the Grace period and the Policy has not been Completely Withdrawn for its Total Fund Value it can be revived / reinstated, upon Your request, subject to Discontinuance clause 1 under Part D with all benefits, with or without Supplementary contract benefits if any, after the receipt of all the premiums due and other charges if any, and upon being satisfied on Your continued insurability on the basis of the documents and reports furnished.

“**Supplementary Contract**” refers to an additional agreement attached to and providing insurance benefits in

addition to the Basic Policy. Such contract shall be co-existing and concurrent to the Basic Policy, unless specified otherwise.

“**Top-Up Fund Value**” is equal to the number of Units under the Top-Up Fund of this Policy multiplied by the NAV on the relevant Valuation Date.

“**Top-Up Premium**” means an additional amount(s) of premium paid, if any, over and above the basic premium stipulated in the terms and conditions, at irregular intervals during the period of contract.

“**Top-Up Sum Assured**” refers to the Sum Assured to be added to the Basic Policy in respect of a Top-Up Premium.

“**Total Fund Value**” is equal to the sum of the Fund Value and the Top-Up Fund Value under this Policy on the relevant Valuation Date.

“**Unit**” means the specific portion or part of the underlying segregated Unit Linked Fund, which is representative of the Policy Holders entitlement in such funds.

“**Valuation Date**” refers to the date when the assets of the Fund are valued. The date shall be determined by Us from time to time.

“**We**”, “**Us**”, or “**Our**” refers to Tata AIA Life Insurance Company Limited.

“**You**” or “**Your**” means the policyholder of this Policy as shown in the Policy Information Page.

Interpretation:

Whenever the context requires, the masculine form shall apply to feminine and singular terms shall include the plural.

PART C

1. MATURITY BENEFIT

If the Insured is alive on the Maturity Date and the Policy is in force, Fund Value (as applicable) and Top Up Fund Value valued at applicable NAV at date of maturity shall be payable to You.

2. DEATH BENEFIT

Upon death of the insured during the term of the policy & while the policy is in force following shall be payable to the Claimant:

Higher of

- (i) the Basic Sum Assured or
- (ii) 105% of the total Regular Premiums paid.

In addition to this:

Higher of

- (i) the Top-Up Sum Assured(s); or
- (ii) 105 % of the total Top-Up premium paid

Is also payable provided You have a Top-Up Fund Value.

In addition, Waiver of Premium benefit will get activated i.e. 100% of future regular premiums are payable under the policy by the Company, in to the Policyholders fund as and when they are due. The Maturity benefit, which is equal to the Total fund value at the time of Maturity, will also be payable to the Nominee at the end of the policy term.

The Maturity benefit, which is equal to the Total fund value at the time of Maturity, will also be payable to the Nominee at the end of the policy term.

During the period while the Regular Premiums are funded under this Benefit;

- i. All Policy Charges (except for Funding of Premium charges and mortality charge) will be deducted as due.
- ii. Nominee will not have any right to exercise premium redirection, fund switching, choice of portfolio strategy, partial withdrawal, complete withdrawal, top up facility, change in mode in case of premium funding and settlement option under the policy. The nominee is only entitled to receive the maturity proceeds at the date of maturity.

3. FUNDING OF PREMIUM

On death of the Insured, we will pay 100% of the due Regular Premiums into the Basic Policy.

The first Regular Premium to be funded shall be the one falling due immediately after death of the Insured till premium paying term. Regardless of the premium payment mode, the funding of premium shall be effected as if the Policy was on a monthly premium mode. The charges towards this benefit will be deducted by way of cancelling the units.

During the period while the Regular Premiums are funded under this Benefit, all Policy Charges (except for mortality

charge and Funding of Premium charge) will be deducted as due.

No changes in investment related options such as Fund Switching, Premium Redirection, Partial Withdrawal, Complete Withdrawal etc under or in relation to the Policy will be permitted after the death of the Insured.

4. GUARANTEED MATURITY ADDITION

Provided the Policy is in force and all due premiums have been paid, Guaranteed Maturity Addition at the rate of 5% of units in each of the funds under the regular premium account will be credited (post deduction of applicable charges) to the respective funds at the end of the policy term

Guaranteed Maturity Addition is not payable on Top-up Fund Value.

5. REGULAR PREMIUM

- a) All Regular Premiums are payable on or before their due dates to Us.
- b) Change of Regular Premium is not allowed.
- c) Regular Premiums received are subject to Regular Premium Allocation Charge if any, as set out in the Schedule of Policy Charges.
- d) Subject to Our minimum premium requirements and approval, Regular Premium may be paid on annual, semi-annual and monthly mode.

6. TOP-UP PREMIUM

- a) After the Date of commencement and while the Policy is in force, and subject to below mentioned conditions/rules/ limits and availability of the relevant Fund(s), You may apply to pay a Top-Up premium into this Policy at any time, except during the last 5 years of the Policy Term. Each Top-Up Premium shall not be less than Rupees Five Thousand (₹5,000) and not more than four (4) Top-Up Premiums will be accepted in each Policy Year. Top-Up premium can be allocated in various available funds in any proportion between the funds offered as chosen by you.
- b) Total Top-Up premium during the term shall never exceed the Total amount of Premiums paid during the term.
- c) Payment of Top-Up Premiums is subject to Charges as set out in the Schedule of Policy Charges.
- d) Each Top-Up Premium paid shall have an additional Sum Assured of 1.25 times of the Top-Up premium paid, subject to Underwriting, for entry age below 45 years

Each Top-Up Premium paid shall have an additional Sum Assured of 1.10 times of the Top-Up Premium paid, subject to Underwriting, for entry age 45 years and above.

The premium multiple for Top Up Sum Assured if chosen can be different from that chosen for the Regular Premiums.

- e) The Change in Top-Up Sum Assured shall be effective from Policy Monthly Date.
- f) Top-Up Premium shall be approved subject to prevailing Board approved underwriting guidelines. We shall return any un-approved Top-Up Premium applied for.
- g) Top-Up premium will not be accepted while the Policy is in Discontinuance.
- h) We may also limit the frequency of or may stop accepting Top-Up Premium by sending a three (3) months prior written notice to You and on prior approval of IRDA of India.

7. PAYMENT AND CHANGE

You may change the frequency of the Regular Premium payments by giving a written request to Us at any time when the Policy is in force, subject to minimum premium criteria.

Premiums payable monthly and semi-annually shall be paid by auto-deduction through a bank, unless We agree otherwise in writing.

You will not be allowed to change the Premium Paying Term of the Policy.

Increase or Decrease in Basic Premium is not allowed.

8. CHANGE IN SUM ASSURED

Increase or decrease in Top-Up Sum Assured is not allowed

You have an option to increase or decrease the Basic Sum Assured by changing the premium multiple subject to prevailing underwriting rules and is subject to the minimum / maximum Basic Sum Assured allowed under this product

9. GRACE PERIOD

A grace period of fifteen days for monthly mode and thirty days for all other modes, from the due date (the "Grace Period") will be allowed for all subsequent Regular Premium payments. The Policy will remain in force during the Grace Period. If any Regular Premium remains unpaid at the end of its Grace Period, the Policy will be subject to the Discontinuance Of Premium Provisions.

10. TERMINATION

All coverage under this Policy shall automatically terminate on the occurrence of the earliest of the following:

- (1) Date of Maturity of policy
- (2) Date of Complete Withdrawal
- (3) Date of end of lock in period / revival period, whichever is later, in case of Discontinuance of Premium within 5 years, provided the policy is not revived during the revival period.. The policy will be terminated after the payment of the proceeds of the discontinued policy fund.
- (4) While the Policy is in discontinuance mode after paying minimum five (5) Regular premiums, the policy will terminate as and when the Total fund value becomes less than or equal to one Annualised Premium and the balance Fund Value shall be payable to You.
- (5) After completion of Premium Paying Term, the policy will terminate as and when the total fund value becomes less than or equal to one Annualised Premium and the balance fund value shall be payable to You.

Policy shall not foreclose while it is in force during premium paying term or in Funding of Premium period (i.e. after Funding of Premium is triggered till end of premium paying term).

11. PAYMENT OF BENEFITS

The benefit under the Policy shall be payable to the Claimant who will be either the Policyholder, Life Insured, Nominee(s), Assignee(s), Legal Heir(s) or a legal representative as declared by a Court of competent jurisdiction.

Once the benefits under this Policy are paid to a Claimant, the same shall constitute a valid discharge of Our liability under this Policy.

12. CLAIM PROCEDURE

Claims Process and Requirements

Do you know about the claim intimation process?

Please inform the company immediately upon occurrence of death.

Mentioned below is a list of various mediums through which you can contact us.

- a. Email - Customercare@tataaia.com
- b. Toll free no – 1-800-267-9966
- c. Walk into any of the Company branch office
- d. Write directly to us (our HO address)

Type of Claim	Requirement
Death (all causes of death)	a) Claim Forms <ul style="list-style-type: none"> ▪ Application Form for Death Claim (Claimant's Statement) along with NEFT form ▪ Part II: Physician's Statement - to be filled by last attending physician
	b) Death Certificate issued by a local government body like Municipal Corporation / Village Panchayat
	c) Medical Records (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc) ¹
	d) Original Policy document

	<p>e) Claimant's Photo ID with age proof & relationship with the Insured along with Address proof of the claimant and Cancelled cheque with name and account number printed or cancelled cheque with copy of Bank Passbook / Bank Statement</p> <p>If no nomination - Proof of legal title to the claim proceeds (e.g. legal succession paper)</p> <p>Additionally following document(s) are required at the time of claim payout, where nominee is the child of Life assured:</p> <ul style="list-style-type: none"> • In case of Natural Child: Birth Certificate, where name of the parent (who is taking policy) is mentioned. • In case of Adopted child: Adoption Certificate issued by competent authority under "The Hindu Adoptions and Maintenance Act India 1956" where name of the parents (who is taking policy) is mentioned.
If Death due to Accident (to be submitted in addition to the above)	f) Postmortem report (Autopsy report) & Chemical Viscera report - if performed
	g) All Police Papers – Panchnama, Inquest, First Information Report (FIR) and Final Investigation Report
	h) Newspaper cutting / Photographs of the accident - if available

- This is applicable if insured was in hospital at the time of death or any time prior to the date of death.
- Please submit copies of the following documents certified / attested by the issuing authority. (Original Seen Verified (OSV) by Branch Personnel will also be accepted) -
 - All Police papers – Panchnama, Inquest, First Information Report and Final Investigation Report
 - Medical Records (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc)¹
 - Postmortem report (Autopsy report) & Chemical Viscera report (certified by Police / Magistrate / Court will also be accepted)
- Copies of the other documents to be submitted by self attestation of the claimant

NOTE:

- In case the claim warrants any additional requirement, the Company reserves the right to call for the same.
- Notification of claim & submission of the claim requirements does not mean admission of the claim liability by the Company.
- No agent is authorized to admit any liabilities on behalf of the Company, nor to alter this list of documents or any claims requirements called for by the Company.

• **Requirements for a Maturity claim:**

- Discharge Voucher duly filled
- Original Policy Document (Indemnity required in case the original PIP is not available)
- Photo Identity proof and Address proof
- Copy of bank passbook/cancelled cheque along with duly filled NEFT form of the beneficiary

In case of exceptional circumstances/force majeure events, the Company will consider making claim payment subject to its own internal investigation and submission of satisfactory proof that the required documents could not be produced during the time of claim by the Claimant.

• **Do you know about the maturity intimation process?**

1. The Maturity date is as mentioned in the Policy Information Page.

2. The Company sends Maturity Intimation Letter along with Discharge Voucher 3 months prior to the policy maturity date.
3. Please submit the necessary documents to the nearest Tata AIA Life Insurance branch office upon receipt of the Discharge Voucher to receive timely payouts.
4. In case you do not receive the Discharge Voucher 30 days prior to the maturity date, please inform the Company. Do mention if there is a change in your mailing address. Mentioned below is the list of various mediums through which you can contact us.
 - a. Email - Customercare@tataaia.com
 - b. Toll free no – 1-800-267-9966
 - c. Walk into any of the Tata AIA Life Insurance branch office
 - d. Write directly to us (our HO address)
5. Forms are also available on our website www.tataaia.com (Under Customer Service – Policy Servicing – Policy related changes-Maturity related Discharge Voucher)

PART D

1. DISCONTINUANCE OF PREMIUM PROVISION

a) Discontinuance of Premium Within Five Year from the Date of Commencement

- i. Where a Regular Premium due before the fifth policy anniversary remains unpaid at the end of the Grace Period, You will be entitled to choose one of the following options:
 - a) To revive the Policy within a period of two years from the date of discontinuance or
 - b) Complete withdrawal from the Policy without any risk cover
- ii. Where the policy is discontinued, we shall send a notice within a period of 15 days from the date of expiry of grace period to You to exercise above referred options, within a period of 30 days of receipt of such notice. If You chose option (b) or do not choose any option within the notice period of 30 days, such policy shall be subject to **clause 3 under Part D (“Complete Withdrawal”)** of this Policy.
- iii. From the expiry of the Grace Period, till You exercise the option or till the expiry of notice period whichever is earlier, the Policy is deemed to be in force and the risk cover will continue. During this period Mortality charge, Fund Management charges and Policy Administration Charges will be deducted as due. In case of death during this period, the death benefit as mentioned under **Clause 2 Part C (“Death Benefit”)** shall be payable immediately on death.
- iv. If You exercises the option (a) i.e. to revive the policy, till the Policy is revived, the Policy will move into Discontinuance mode after deduction of discontinuance charges. On revival of the policy as per **Clause 7 under Part D (“Reinstatement / Revival”)** of this Policy, the Policy shall be reinforced and the Discontinued Policy fund shall be by default move into the fund invested at the time when the Policy moved into discontinuance.
- v. You can revive the Policy within two years from the date of Discontinuance of Policy subject to **Clause 7 under Part D (“Reinstatement / Revival”)** of this Policy. At the time of revival, You are required to pay all the due premiums without any interest and the same shall be subject to deduction of Policy Administration charge and premium allocation charge as applicable during the discontinuance period.
- vi. If you fail to revive the Policy within two years from the Date of Discontinuance, the Polciy shall be completely withdrawn as per clause 3 under Part D (“Complete Withdrawal”) on the end of revival period or end of lock in period, whichever is later.

vii. Discontinuance charges deducted during the Discontinuance period shall be added to the fund on revival. Upon revival the Policy will be reinstated and all applicable charges will continue to be deducted.

viii. In case of death of the Insured during the period the policy is in discontinuance, only the “Proceeds of the Discontinued Policy” shall be payable immediately.

b) Discontinuance of Premium After Five Years from the Date of Commencement

- i. Where any Premium due after the fifth policy anniversary remains unpaid at the end of the Grace Period, You shall have the following options
 - a) To revive the policy within a period of 2 years from the date of discontinuance; or
 - b) Complete Withdrawal from the Policy without any risk cover; or
 - c) Convert the Policy into Reduced Paid Up as per **Clause 4 under Part D** of this Policy.
- ii. Where the policy is discontinued, we shall send a notice within a period of 15 days from the date of expiry of grace period to You to exercise above referred options, within a period of 30 days of receipt of such notice.
- iii. From the expiry of the Grace Period, till You exercise the option or till the expiry of notice period whichever is earlier, the Policy is deemed to be in force and the risk cover will continue. During this period Mortality charge, Funding of Premium charge, Fund Management charges and Policy Administration Charges will be deducted as due. In case of death during this period, the death benefit as mentioned under **Clause 2 Part C (“Death Benefit”)** shall be payable immediately on death.
- iv. If you chose option (a) to revive the policy, you have to revive the policy within 2 years from the date of discontinuance as per **Clause 7 under Part D (Reinstatement / Revival)** of this Policy, during this period, the Policy is deemed to be inforce with risk cover as per terms and conditions of the Policy and applicable charges. If you fail to revive during such period, the Policy shall be completely withdrawn as per **Clause 3 under Part D (“Complete Withdrawal”)** of this Policy.
- v. If You chose option (b) or do not choose any option within the notice period of 30 days, the Policy shall be completely withdrawn as per **Clause 3 under Part D (“Complete Withdrawal”)** of this Policy.

- vi. If You choose option (c) the Policy shall be converted into Reduced Paid Up as per Clause 4 under Part D (“Reduced Paid Up”) of this Policy

NON-RECEIPT OF ANY NOTICE AS REQUIRED UNDER THIS CONTRACT SHALL NOT BE CONSTRUED AS A BREACH OF ANY CONTRACTUAL OBLIGATION ON OUR PART

2. PARTIAL WITHDRAWAL OF FUND VALUE

- a) You have an option to partially withdraw from the Fund Value at any time provided the policy has completed at least five (5) policy anniversaries from the Date of Commencement if policy is in force or in Reduced Paid Up.
- b) Partial withdrawal from the Top-Up Fund Value shall be allowed on completion of five Policy Anniversaries from the date of acceptance of each such Top-Up Premium except in case of Complete Withdrawal of the Policy.
- c) Partial withdrawal shall be allowed only after Insured attains 18 years of age.
- d) Partial Withdrawals shall be allowed first from the Top-Up Fund Value and then from the Fund Value, if Top Up fund is insufficient.
- e) In Regular Premium Policy, no partial withdrawal shall be allowed if the amount payable on such partial withdrawal is less than Five thousand Rupees (₹ 5,000) or the Total Fund Value post such withdrawals is less than an amount equivalent to higher of One Annualised Regular Premium.
- f) Partial withdrawal shall not be allowed if it would result in termination of the contract
- g) You may withdraw a part of the Fund Value by giving a written notice to Us specifying the number of Units or the amount and the Fund to be withdrawn from, subject to the conditions mentioned herein and Our approval. Our approval will be needed for partial withdrawal during Force Majeure period.
- h) In the case of partial withdrawals from the Fund Value, the amount payable is equal to the number of Units to be withdrawn multiplied by the NAV of the relevant Fund on the applicable NAV specified under the paragraph “Cut-off time for determining the appropriate valuation date”.
- i) Partial withdrawal is allowed maximum up to 4 times in a policy year.
- j) As the policy does not terminate on death of the insured and continues till maturity, there is no impact of partial withdrawal on death benefit.

- k) The Company may alter the above partial withdrawal conditions / rules, on prior clearance from the IRDA of India.

3. COMPLETE WITHDRAWAL

- a) Complete withdrawal of this Policy within five policy years:

Upon Your request, policy can be completely withdrawn during lock-in period of 5 years. On complete withdrawal of the policy, fund value less applicable discontinuance charges as on the Date of Discontinuance, shall be credited to the Discontinued Policy Fund II maintained by Us at a minimum guaranteed rate of 4% p.a or as prescribed by Insurance Regulatory and Development Authority from time to time. The “Proceeds of the Discontinued Policy” shall be paid to You after completion of the lock-in period. All benefits in this Policy shall cease on the date of complete withdrawal. In case of death of the insured during this period the “Proceeds of the Discontinued Policy” shall be payable to the nominee immediately.

- b) Complete withdrawal of Policy after five policy years: Upon complete withdrawal of the policy after five policy years, the Total Fund Value as on the date of complete withdrawal, shall be payable.

4. REDUCED PAID UP

- a) In the event You choose the option of Reduced Paid Up, Policy shall continue with Reduced Paid Up Sum Assured as mentioned below:
- b) Reduced Paid Up Sum Assured = Basic Sum Assured * (t/n),
Where t = Total Premiums Paid
n = Total Premiums payable during entire term of the Policy
- c) A Reduced Paid Up policy will continue as per the policy terms and conditions and charges except Funding of Premium charge shall continue to be deducted.
- d) You shall have an option restoring the Policy to the Basic Sum Assured before the end of revival period of two years from the date of last unpaid premium
- e) Death Benefit- On death of the life insured during the policy term following shall be payable to the Claimant:

Higher of

- (i) the Reduced Paid Up Sum Assured; or
- (ii) 105% of the total Regular Premiums paid.

In addition to this:

Higher of

- (i) the approved Top-Up Sum Assured(s); or
- (ii) 105 % of the total Top-Up premium paid

Is also payable provided the Policyholder has an existing Top-Up Fund Value.

In case of death while the policy is in Reduced Paid Up, the Funding of Premium Benefit shall not be applicable and no additional funding of premium charge will be deducted once the policy moves into reduced paid up.

- f) Top-Ups shall not be allowed when the policy is in Reduced Paid Up status.

5. FREE LOOK PERIOD

If You are not satisfied with the terms & conditions/features of the Policy, You have the right to cancel the Policy by giving written notice to Us and You will receive the non – allocated premiums plus charges levied by cancellation of units plus fund value at the date of cancellation less (a) for proportionate risk premium for the period of cover (b) medical examination costs, if any and (c) stamp duty, along with Service Tax on above which has been incurred for issuing the Policy. Such notice must be signed by You and received directly by Us within 15 days after You or person authorized by you receives the Policy. This period of 15 days shall stand extended to 30 days, if the policy is sourced through distance marketing mode. Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through voice mode, SMS electronic mode, physical mode (like postal mail) or any other means of communication other than in person

6. SETTLEMENT OPTION

Provided policyholder is alive on the maturity date, there is an option to receive Maturity Benefit either in lump sum or in the form of periodical payments over a certain period of time (termed as “Settlement Period”) provided that such period shall not exceed five years from the Maturity Date. This option is available only to the policyholder. The frequency (annual, semi annual, quarterly or monthly) of periodical payment shall be chosen by the policyholder at the time of exercising this option. The amount paid out in each installment will be the outstanding fund value as at that installment date divided by the number of outstanding installments.

For example, if chosen settlement period is 5 years with frequency of periodical payment as annual, the amount payable in arrear, in each year, post maturity is given by

Policy Year 1	1/5 of the Fund Value available at the end of Policy year 1
Policy Year 2	1/4 of the Fund Value available at the end of Policy year 2
.....	
Policy Year 5	Balance Fund Value available at the end of Policy year 5

The value of such periodical payments will depend on the performance of the Funds selected for investment. During this Settlement Period no life cover is provided. In case of

death, Total Fund Value at the time of death will be returned to the Nominee. During this period, no other charges except Fund Management Charges will be deducted as due. Switching and partial withdrawal facility (other than periodical payments) is not available during this period. At any time during the settlement period, the Policyholder has the option to withdraw the Total Fund Value at that time. During this Settlement Period, the inherent investment risk will be borne by the Policyholder.

7. REINSTATEMENT / REVIVAL

- a) Subject to **Clause 1 Part D** (“Discontinuance of Premium provision”), and subject to (i) Your written application for reinstatement / revival; (ii) production of Insured’s current health certificate and other evidence of insurability satisfactory to Us; (iii) payment of all overdue premiums; the policy may be revived
- b) We shall levy Policy Administration charge and Premium Allocation charge as applicable during the discontinuance period. We shall add back to the fund, the discontinuance charges deducted at the time of discontinuance of the Policy.
- c) Any evidence of insurability requested at the time of reinstatement/revival will be based on the prevailing underwriting policy duly approved by the Board of the Company.
- d) Any reinstatement / revival shall only cover loss or Insured event which occurs after the Reinstatement / Revival Date.

8. LOAN

No loan is available from the Company under this Policy.

9. FUND SWITCHING

- a) You may send Us a written request to switch investment between available Funds. The written request must specify the Fund(s) from which Units are to be redeemed and the Fund(s) to which Units are being allocated,
- b) The first twelve (12) switches in any one Policy Year will be processed without a switching fee, but any further switches will be processed at the Fund Switching Charge specified in the Schedule of Policy Charges.
- c) Any such request will be effected on the applicable NAV as specified in the section **Clause 5 under Part E** “Cut-off time for determining the appropriate valuation date” under Fund Provisions.
- d) Switching may be restricted if the portfolio strategy is chosen.

PART E

1. INVESTMENT POWER

The selection of the underlying investments of each Fund established by Us will be determined by Us from time to time according to the investment objectives of such Fund as stated in the Schedule of Fund. This may include, but not limited to, deployment of monies of the Fund in short term investment vehicles (such as deposits of scheduled commercial banks, cash or call deposits etc.) which may or may not earn any income..

2. FUND VALUATION

- a) The value of each Fund (the "Fund Value") specially created by Us shall be determined by Us on daily basis on all Business Days under normal circumstances.
- b) The Fund's liabilities shall consist of accrued and unpaid investment expenses incurred by the Fund such as taxes and stamp duties, registration fees, legal, auditing and custodian fees and stock brokers' brokerage incurred in the sales or purchases of assets, insurance costs and expenses incurred in the management and maintenance of the Fund and expenses incurred to ensure compliance with statutory and regulatory requirements relating to the Fund. It also includes any Fund Management Charge chargeable to the Fund.
- c) Fund Value of a particular fund is arrived at by multiplying the number of Units in that particular Fund by the NAV of that particular Fund on the relevant Valuation Date.

3. NET ASSET VALUE AND UNIT PRICING

- a) When We are required to purchase assets to allocate Units or sell assets to redeem Units at a Valuation Date, the Net Asset Value, NAV per Unit is determined in the following method:
- b) $NAV \text{ (Net Asset Value)} = (\text{Market Value of Investment held by the Fund}) + (\text{Value of Current Assets}) - (\text{Value of Current Liabilities \& Provisions, if any})$
- c) $NAV \text{ per Unit} = NAV / \text{Total number of Units existing on Valuation Date (before creation/redemption of Units)}$

4. CREDIT/DEBIT OF UNITS

- a) The premiums received, after deducting the payable Premium Allocation Charge/ Top-Up Premium Allocation Charge and applicable service tax (as described in the Schedule of Policy Charges) will be used to purchase Units at the NAV according to Your instructions for allocation of premium. Units purchased by Regular Premiums and Top-Up Premium, net of payable Allocation Charges and applicable service tax will be deposited into the Fund Value and Top-Up Fund Value respectively.
- b) Where notice is required (Partial Withdrawal, Complete Withdrawal, Fund Switching, Premium Re-direction and Top-up), Units being debited shall be valued by reference to their NAV as specified in the section "Cut-off time for determining the appropriate valuation date" under Fund Provisions.

5. CUT-OFF TIME FOR DETERMINING THE APPROPRIATE VALUATION DATE

The appropriate valuation date at which NAV will be used to purchase or redeem Units shall be determined in the following manner:-

a) Purchase & Allocation of Units in respect of Premiums received or Fund Value(s) switched in:

- If the premiums, by way of cash or a local cheque or a demand draft payable at par or the request for switching in Fund Value(s) is/are received by us on or before 3:00 p.m. of a Business Day at the place where these are receivable, NAV of the date of receipt or the due date, whichever is later shall apply.
- If the premium/s, by way of cash or a local cheque or a demand draft payable at par or the request for switching in Fund Value(s) is/are received by us after 3:00 pm of a business day, at the place where these are receivable, NAV of the next valuation date following the receipt or the due date, whichever is later shall apply.
- If the premium/s is received by us by way of an outstation cheque/outstation demand draft, NAV of the date of on which these instruments are realized shall apply.

- In case of proposals or requests for Top-Up Premium where underwriting or Our approval is required, the closing NAV of the day on which underwriting/approval is completed in all respects or the date of receipt of premium (in case of cash or local cheque or demand draft payable at par) or the date of cheque/demand draft realization (in case of an outstation cheque/demand draft) whichever is later shall apply.
- If premiums are received via standing instruction (such as auto pay, credit cards, electronic clearing system etc) the same procedure as for local cheques will apply with the date of sending the collection request to the relevant bank/financial institution being taken as the date of receipt of the local cheque.

b) Sale & Redemption of Units in respect of withdrawals, surrender, Fund Value(s) switched out, death claim:

- If a valid request/application is received by us at or before 3:00 pm of a Business Day, NAV of the date of receipt shall apply.
- If a valid request/application is received by us after 3:00 pm of a Business Day, NAV of the next valuation date following the receipt shall apply.

6. PREMIUM ALLOCATION

- Regular Premiums and Top-Up Premiums received after deducting the Premium Allocation Charge / Top-Up Premium Allocation Charge as applicable, will be invested into the Fund according to Your instruction of premium allocation. Units thus purchased by Regular Premiums and Top-Up Premium will be credited to the Regular Premium Fund and Top-Up Fund of the Policy respectively.
- You may give Us a notice in writing to change the premium allocation (Premium Re-direction) for Regular Premium unless the Enhanced Automatic Asset Allocation Plus (Enhanced AAAP) or Protect Returns Of Funds Increased over Time (PROFIT) has been opted for. The change will be effected on the next premium allocation following Our approval. No Premium Re-direction Charge is payable.
- The premium allocation or Premium Re-direction shall be in whole integer percentage and if more than one Fund is involved, the sum of the allocations shall add up to one hundred (100) percent.
- Premium Re-direction will not be allowed if Enhanced AAAP or PROFIT is chosen.
- Your instructions for premium allocation or premium re-direction are subject to the availability of the relevant Fund and Our rules for such allocations and approval.

7. PROTECT RETURNS OF FUNDS INCREASED OVER TIME (PROFIT)

Protect Returns Of Funds Increased over Time (PROFIT) is an automated way of transferring profits from the Profit Making Fund to the Profit Booking Fund based on a determined strategy of booking profits earned in the Profit Making Fund. This strategy aims to help policyholders combat the risks of a volatile equity market.

The premiums net of premium allocation charge will be invested in the chosen Profit Making Fund under PROFIT strategy. Other charges such as Policy Administration charge, mortality charge and Fund management charge will continue to be deducted as per the schedule of charges. The day the chosen Profit Trigger percentage is achieved; the profits will be transferred from the chosen Profit Making Fund to the chosen Profit Booking Fund and shall continue to remain invested here.

The Profit Under The PROFIT Strategy:- The profit under the PROFIT strategy means the difference between:

- The fund value in the Profit Making Fund as on the current date; and
- The fund value in the Profit Making Fund as on the last trigger date
 - ~~less~~ the Profit switched as on the last trigger date
 - ~~add~~ the premiums invested (net of relevant charges) and the funds switched in the Profit Making Fund since the last trigger date, or, if no trigger has happened yet, the later of the date(s) on which the choice of PROFIT / change in PROFIT fund and/or trigger options has been effected,
 - ~~less~~ all charges and taxes deducted and partial withdrawals made since the last trigger date, or, if no trigger has happened yet, the later of the date(s) on which the choice of PROFIT / change in PROFIT fund and/or trigger options has been effected.

The profit percentage will be the profit under the PROFIT strategy as a percentage of (b) as above.

The following are the notable features of PROFIT:-

- 1) PROFIT can be availed at the option of the policy holder, at policy Inception or on any policy anniversary. In the latter case, request to start the PROFIT should be received 30 days in advance of the policy anniversary.
- 2) Out of the funds available under the product, TALIC will categorize them as 'Equity based' or 'Debt based' . The policyholder needs to make his choice of Profit making Fund and Profit Booking Fund based on this categorization.
- 3) The Equity based Funds currently in this product are: Large Cap Equity Fund, Whole Life Mid Cap Equity Fund, Multi Cap Fund and India Consumption Fund.
- 4) The Debt based Funds currently in this product are: Whole Life Income Fund and Whole Life Short Term Fixed Income Fund
- 5) The Profit Trigger available under PROFIT is 30%. This is calculated as a percentage of growth over your net investments.
- 6) Choice of Funds and Trigger (via application form):
 - a. Profit Making Fund: - You chooses any one fund out of the available Equity based and Balanced funds under the product applied for, as The Profit Making Fund
 - b. Profit Booking Fund: - You choose any one fund out of the Debt based funds available under the product applied for, as the Profit Booking Fund.
- 7) The policyholder can change the choice of the Profit Booking Fund and the Profit Making Fund effective the next monthly policy anniversary by giving at least 30 days notice.
- 8) 100% of the premiums net of premium allocation charges need to be invested in the Profit Making Fund when PROFIT is chosen.
- 9) Partial withdrawals will be allowed from all funds including Profit Making and Profit Booking Funds and will be governed by the partial withdrawal rules as applicable under the plan.
- 10) PROFIT cannot be chosen along with Enhanced AAAP. If Enhanced AAAP is already chosen then first they have to be discontinued by the policyholder and then PROFIT can be applied for.
- 11) PROFIT would not be applicable on Top up Premium Funds
- 12) Profit percentage would be checked daily, after daily NAV calculation, against the chosen trigger.
- 13) The unit transfers would happen at the NAV as on the trigger dates and is available over and above the free fund switches available under the insurance product.
- 14) Manual Fund switch in is allowed for both the funds (Profit Making Fund and Profit Booking Fund) under PROFIT. However, manual switch out is allowed only for the Profit Booking Fund. Manual fund switching is allowed on other available funds and Top up funds. Conditions regarding switch fee, minimum switch and minimum fund after switch etc. for normal switching option shall be as applicable under the relevant plan. Any amount lying in Regular Premium funds, other than the Profit Making Fund would remain invested in those funds and would not be subject to PROFIT rules. Further, policyholder will also have an option to do manual fund switching for these funds
- 15) The automatic switches under PROFIT are free of charges.
- 16) Premium Redirection cannot be done while PROFIT is active.
- 17) PROFIT Option will not be available during Discontinuance of Premium. On revival of the policy, You can opt for PROFIT again. However, if the policyholder chooses the reduced paid-up option PROFIT will continue.
- 18) PROFIT will continue even after the premium paying term is over.
- 19) You will have the option to stop the PROFIT at any point of time. You can choose PROFIT again as per the above rules, however PROFIT can be chosen for a maximum of 3 times during the policy term.

We may refuse request for PROFIT, or to cease offering PROFIT by giving 30 days written notice subject to prior approval of Insurance Regulatory and Development Authority. The strategy will continue for the customer who has opted for this strategy before the closure date.

8. ENHANCED AUTOMATIC ASSET ALLOCATION PLUS (ENHANCED AAAP)

- a) Generally, with the increase in age, the risk appetite decreases. Enhanced Automatic Asset Allocation Plus is a unique feature that takes care of Your portfolio and changes its allocation as per Your age in such a way that You reap maximum returns with adjustment to risk exposure of the portfolio.
- b) You can opt for this portfolio strategy at Date of Commencement of policy or on any policy anniversary during the policy term, Once chosen, all the future allocable premiums along with existing units in the various funds (if any), will be allocated into the Large Cap Equity Fund and Whole Life Income Fund, in the proportion defined in the table below, depending on Your age. The Enhanced Automatic Asset Allocation Plus strategy shall be applicable to Your entire fund.
- c) The Funds will be allocated in the following manner:

Fund Allocation of the Regular Premium Fund and Top-up Fund (if any)		
Age Band (years)^	Large Cap Equity Fund	Whole Life Income Fund
25	75%	25%
26 – 30	70%	30%
31 – 35	65%	35%
36 – 40	60%	40%
41 – 45	55%	45%
46 – 50	50%	50%
51 – 55	45%	55%
56 – 60	40%	60%
61 – 65	35%	65%
66 – 70	30%	70%

^ The Age band refers to the age at last birthday

To maintain the applicable allocation as per age band defined, the investments in the two funds will be rebalanced every Policy Quarterly Anniversary.

- d) On approaching maturity age, to ensure capital protection so that short term market volatility at the time of maturity does not impact the investments, there will be a systematic transfer of all the investments from Large Cap Equity Fund to Whole Life Income Fund in 10 installments during the last 10 quarters of the policy term.
- e) Other rules for Enhanced Automatic Asset Allocation Plus:
 - 1) If not chosen at inception, the written request to start the Enhanced Automatic Asset Allocation Plus should be received 30 days in advance of the policy anniversary.
 - 2) Enhanced Automatic Asset Allocation Plus is free of any charge.
 - 3) For all age-dependant features, the revision to Your age will be effected on the Policy Anniversary of the policy following Your birthday and not on Your actual birthday.
 - 4) Enhanced Automatic Asset Allocation Plus Option will not be available when PROFIT is chosen
 - 5) You will have the option to stop the Enhanced AAAP at any point of time by a written request and it shall take effect from the next Policy Monthly Date that follows our receipt.
 - 6) Manual fund switching is not allowed when Enhanced AAAP strategy is chosen.
 - 7) Enhanced AAAP Option will not be available during Discontinuance of Premium. Enhanced AAAP Option will be available during Notice Period. On revival of the policy, You can opt for Enhanced AAAP again. However, if the policyholder chooses

the reduced paid-up option Enhanced AAAP will continue.

We may cease offering Enhanced AAAP by giving 30 days of written notice subject to prior approval of Insurance Regulatory and Development Authority of India.

9. FORCE MAJEURE

10. EXCEPTIONAL CIRCUMSTANCES

Force Majeure

a. The company will value the funds on each day that the financial markets are open. However, the company may value the funds less frequently in extreme circumstances external to the company, where the value of the assets is too uncertain. In such circumstances, the company may defer the valuation of assets for up to 30 days until the Company feels that certainty as to the value of assets has been resumed. The deferment of the valuation of assets will be with prior consultation with the IRDA of India.

b. The company will make investments as per the investment mandates given above. However, the company reserves the right to change the exposure of all/any fund to money market instruments to 100% only in extreme situations external to the company, keeping in view market conditions, political, economic and other factors. The same will be put back as per the base mandate once the situation has corrected.

c. Some examples of such circumstances [in Sub-Section a) & Sub-Section b) above] are:

- i) When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Fund are closed otherwise than for ordinary holidays.
- ii) When, as a result of political, economic, monetary or any circumstances out of the control of the Company, the disposal of the assets of the Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining Policyholders.
- iii) During periods of extreme market volatility during which Surrenders and Switches would, be detrimental to the interests of the remaining Policyholders.
- iv) In case of natural calamities, strikes, war, civil unrest, riots and bandhs.
- v) In the event of any event of any force majeure or disaster that affects the normal functioning of the Company.
- vi) If so directed by the IRDA of India.

d. The policyholder shall be notified of such a situation if it arises.

This provision will be applicable only when exceptional circumstances external to the company arise.
IRDA of India

SCHEDULE OF POLICY CHARGES

The current charges on the Policy as on the Issue Date are as follows.

We may add new charges and alter the charges and fees as shown in this schedule (except the Mortality Charge and Premium Allocation Charge) from time to time by sending advance notice of at least three (3) months and on prior clearance from Insurance Regulatory and Development Authority.

Discontinuance Charge:

Discontinuance charge is applicable in case of Complete Withdrawal and Discontinuance of Premium Payment as the case may be and is as follows:

For Regular / Limited Pay –

Policy year	Discontinuance charge (annualized premium up to ` 25,000)	Discontinuance charge (annualized premium above ` 25,000)
1	Lower of 20% of Annualised premium or 20% of Regular Premium Fund Value subject to maximum of ` 3000	Lower of 6% of Annualised premium or 6% of Regular Premium Fund Value subject to maximum of ` 6000
2	Lower of 15% of Annualised premium or 15% of Regular Premium Fund Value subject to maximum of ` 2000	Lower of 4% of Annualised premium or 4% of Regular Premium Fund Value subject to maximum of ` 5000
3	Lower of 10% of Annualised premium or 10% of Regular Premium Fund Value subject to maximum of ` 1500	Lower of 3% of Annualised premium or 3% of Regular Premium Fund Value subject to maximum of ` 4000
4	Lower of 5% of Annualised premium or 5% of Regular Premium Fund Value subject to maximum of ` 1000	Lower of 2% of Annualised premium or 2% of Regular Premium Fund Value subject to maximum of ` 2000
5th year onwards	Nil	Nil

There are no discontinuance charges applicable on the Top-Up Fund Value.

Partial Withdrawal Charge:

No Charges for Partial Withdrawal

Regular Premiums Allocation Charge:

Regular Premiums Allocation Charge as below will be deducted from the Regular Premiums, as a percentage of the Regular Premiums amount received as below:

For Regular / Limited Pay

Premium Allocation Charge as a % of Annualised Premium	
Policy Year	% of Annualised Premium
1	5.25%
2	5%
3	4.5%
4	4%
5	3.5%
6 till Premium Payment Term	3.0%

Top-Up Premium Allocation Charge:

1.5% of Single Top-Up Premium

The Regular Premium and Top-Up premium allocation charges are guaranteed throughout the term of the Policy

Policy Administration Charge:

A monthly Policy Administration Charge will be deducted by cancelling Units at the NAV of the Units from the Fund Value of the Policy and this charge will increase by up to a maximum of 5% compounded annually subject to a maximum of Rs6000 per annum.

Unit deduction will first be made from the Fund Value, and if insufficient, then from the Top-Up Fund Value.

The Policy Administration Charge is -

0.15% per month of Annualised premium throughout the Policy term

Annualised Regular Premium is the amount of Regular Premiums payable for a complete 12-months period excluding service tax. The modal Premium of the Policy is arrived at as below:

If monthly paid	Annualised Premium * 0.0833
If quarterly paid	Annualised Premium * 0.25
If semi-annually paid	Annualised Premium * 0.5
If annually paid	Annualised Premium * 1

Mortality Charge :

The Mortality Charge of the Basic Policy will be deducted by cancelling Units at the current NAV, from the Fund value of the Policy on each Policy Month Anniversary. In case of the Top-Up Sum Assured, the same will be deducted from the Top-Up Premium Fund Value. If the Fund Value is insufficient, then mortality charge will be deducted from the Top-Up Premium Fund Value, if any and vice-versa.

Mortality charge = (Sum at Risk (SAR) /1000) * multiplied by the applicable Mortality Charge Rate for the month, based on the attained age of the Life Assured.

SAR in each month is maximum of (Basic Sum Assured, 105% of total regular premiums paid)

Sum at Risk (SAR) in each month for Top-Up Account is maximum of (Top Up Sum Assured, 105% of total top-up premiums paid)

The Mortality Charge Rates Table is based on Indian Assured Lives Mortality (2006-08) (Modified) Ult. Table for standard lives, adjusted for last birthday is given below, which is 108.00% of IALM 2006-08.

Age	Mortality Charge rate (per 1000 SAR) per annum	Age	Mortality Charge rate (per 1000 SAR) per annum
22*	1.028	47	4.076
23*	1.044	48	4.550
24*	1.057	49	5.070
25	1.068	50	5.631
26	1.078	51	6.228
27	1.091	52	6.854
28	1.107	53	7.505
29	1.128	54	8.177
30	1.155	55	8.872
31	1.189	56	9.594
32	1.233	57	10.351
33	1.286	58	11.152
34	1.350	59	12.011
35	1.426	60	12.941
36	1.514	61	13.956
37	1.618	62	15.072
38	1.737	63	16.301
39	1.874	64	17.657
40	2.031	65	19.154
41	2.213	66	20.802
42	2.424	67	22.615
43	2.669	68	24.605
44	2.952	69	26.784
45	3.278	70	29.167
46	3.652		

* Applicable only in case of female lives

The rates have been modified for age last birthday by taking an average of the mortality rates of two consecutive ages of Indian Assured Lives Mortality (2006-08) (Modified) Ult. Table for standard lives.

A 3 year age set back to male mortality charge rates applicable for female lives.

The Mortality Charge Rates will be guaranteed for the period of the policy term.

Smokers and Female lives will be treated at par with other standard lives and will not be charged any extra amount.

Funding of Premium Charge

The Funding of Premium Charges are calculated as below and will be deducted by cancelling Units at relevant Unit Price from Regular Premium Fund Value on each Monthly Policy Anniversary. If the Regular Premium Fund Value is insufficient, then the Funding of Premium Charges will be deducted from the Top-Up Fund Value.

Funding of Premium Charge = Annual Premium *Annuity factor* Mortality charge rate /1000

Funding of Premium charge will cease to be deducted once the Funding of Premium benefit is triggered or once the policy becomes fully paid up or policy goes in to Reduced paid up

Annuity factor varies as per the policy year and premium payment mode

Annuity factors:

Policy Year / Premium payment mode	Annual	Semi-annual	Monthly
1	6.50	6.62	6.72
2	5.97	6.11	6.22
3	5.41	5.55	5.67
4	4.80	4.96	5.09
5	4.15	4.31	4.45
6	3.44	3.62	3.77
7	2.67	2.87	3.03
8	1.85	2.06	2.23
9	0.96	1.19	1.37
10	0.00	0.48	0.50

Premium Re-direction Charge:

There is no Premium Re-direction charge.

Fund Switching Charge:

Fund Switching Charge is payable on each switching from one Fund to another except for the first twelve (12) such switches in each Policy Year. The Fund Switching charge is Rupees One Hundred only (₹100/-) per switch and will be proportionately deducted from the fund(s) to be switched into. This charge may be revised as deemed appropriate by Us subject to prior clearance from the Insurance Regulatory and Development Authority but shall not exceed a maximum of ₹250/-.

The Company may alter all the above charges (except Mortality Charge and Premium Allocation Charges which are guaranteed throughout the term) by giving an advance notice of at least 3 months to the policyholder subject to prior approval of Insurance Regulatory and Development Authority and will have prospective effect.

Fund Profile

Investment Fund	Fund Objective	Risk Profile	Asset Allocation	Minimum	Maximum
Large Cap Equity Fund (ULIF 017 07/01/08 TLC 110)	The primary investment objective of the Fund is to generate long - term capital appreciation from a portfolio that is invested pre-dominantly in large cap equity and equity linked securities.	High	Equities and Equity linked Instruments	80%	100%
			Cash / Money Market Instruments	0%	20%
Whole Life Mid Cap Equity Fund (ULIF 009 04/01/07 WLE 110)	The primary investment objective of the Fund is to generate long – term capital appreciation from a portfolio that is invested pre-dominantly in Mid Cap Equity and Mid Cap Equity linked securities.	High	Equities and Equity linked Instruments	60%	100%
			Cash/ Money Market Instruments	0%	40%

Whole Life Aggressive Growth Fund (ULIF 010 04/01/07 WLA 110)	The primary investment objective of the Fund is to provide higher returns in long term by investing primarily in Equities along with debt/ money market instruments.	Medium to High	Equity and Equity Linked instruments	50%	80%
			Debt Instruments	20%	50%
			Cash / Money Market Instruments	0%	30%
Whole Life Stable Growth Fund (ULIF 011 04/01/07 WLS 110)	The primary investment objective of the Fund is to provide stable returns by balancing the investment in Equities and debt/ money market instruments.	Low to Medium	Equity and Equity Linked instruments	30%	50%
			Debt Instruments	50%	70%
			Cash / Money Market Instruments	0%	20%
Whole Life Income Fund (ULIF 012 04/01/07 WLI 110)	The primary investment objective of the Fund is to generate income by investing in a range of debt and money market instruments of various maturities with a view to maximizing the optimal balance between yield, safety and liquidity.	Low	Debt Instruments	60%	100%
			Cash / Money Market Instruments	0%	40%
Whole Life Short-Term Fixed Income Fund (ULIF 013 04/01/07 WLF 110)	The primary investment objective of the Fund is to generate stable returns by investing in fixed income securities having shorter maturity periods. Under normal circumstances, the average maturity of the Fund may be in the range of 1-3 years.	Low	Debt Instruments of duration less than 3 years	60%	100%
			Cash / Money Market Instruments	0%	40%
India Consumption Fund (ULIF 061 15/07/14 ICF 110)	The primary investment objective of the Fund is to generate capital appreciation in the long term by investing in a diversified portfolio of companies which would benefit from India's Domestic Consumption growth story. The India Consumption Fund could provide an investment opportunity in the theme of rising consumption power in India for long term returns.	High	Equity	60%	100%
			Debt Instruments	0%	40%
			Cash / Money Market Instruments (including CP/CD)	0%	40%
Multi Cap Fund (ULIF 060 15/07/14 MCF 110)	The primary investment objective of the Fund is to generate capital appreciation in the long term by investing in a diversified portfolio of Large Cap and Mid Cap companies. The allocation between Large Cap and Mid Cap companies will be largely a function of the relative valuations of Large Cap companies as against Mid Cap companies.	High	Equity	60%	100%
			Debt Instruments	0%	40%
			Cash / Money Market Instruments (including CP/CD)	0%	40%

Fund Management Charges

Sr. No.	Fund Name	Fund Management Charge per annum
1	Multi-cap Fund	1.20%
2	India Consumption Fund	1.20%
3	Large Cap Equity Fund	1.20%
4	Whole Life Mid-cap Equity Fund	1.20%
5	Whole Life Aggressive Growth Fund	1.10%
6	Whole Life Stable Growth Fund	1.00%
7	Whole Life Income Fund	0.80%

8	Whole Life Short Term Fixed Income Fund	0.65%
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The current cap on Fund Management Charge (FMC) for Discontinue Policy Fund II is 0.5% p.a.. All fund management charges above are subject to revision by Us with prior approval of IRDA of India but shall not exceed 1.35% p.a. of the Fund Value.

Discontinuance Policy Fund II – Description

The investment objective for Discontinued Policy fund II is to provide capital protection and a minimum return as per regulatory requirement with a high level of safety and liquidity through judicious investment in high quality short term debt. The strategy is to generate better returns with low level of risk through investment in fixed interest securities having short term maturity profile. The risk profile of the fund is very low. There is a minimum guarantee of interest @4% p.a. or as prescribed by IRDA of India from time to time.

Asset Allocation

Instrument	Allocation
Government Securities	60% -100%
Money Market Instruments	0% - 40%

There will be a Fund Management Charge for each of the Funds deducted at Unit Valuation Dates, which is specified above. We may alter the Fund Management Charges like other Policy Charges by sending advance notice to You of at least three (3) months subject to prior approval from the Insurance Regulatory and Development Authority

Exceptional circumstances:

Under exceptional circumstances, investment in Cash / Money Market Instruments in all above funds may go up to 100%, subject to prior approval of IRDA of India. The Provisions will be applicable only when exceptional circumstances external to the company arises. The various funds offered under this product are the names of the funds and do not in any way indicate the quality of these funds, their future prospects and returns.

Subject to the laws and regulations as applicable, the asset allocation pattern indicated for the Fund in the Schedule of Fund may change from time to time, keeping in view market conditions, market opportunities, applicable regulations and political and economic factors. The percentages of investment/asset allocation pattern as stated in Schedule of Fund are only indicative and not absolute and can vary substantially depending upon the decision of the investment manager, the intention being at all times to seek to protect the interests of the policyholders, and meet the investment objectives of the relevant Fund. In this Policy, all investment risk is borne by You. Investments are subject to market risks and You acknowledge the same.

PART F

1. POLICY CONTRACT

This Policy Contract is issued on the basis of the details provided by You in the Proposal Form and the Declaration signed by You, on receipt of the required premium amount and any attached endorsement given at the time of issuing this Policy.. The Policy, proposal for it, the Policy Information Page and any attached endorsements constitute the entire contract. The terms and conditions of this Policy cannot be changed or waived except by endorsement duly signed by Our authorized officer.

Your Policy consists of the basic insurance plan and any endorsements which may be attached to it

2. SUICIDE

In case of death due to suicide, within 12 months from the date of commencement the policy (which is same as date of inception of the policy) or from the date of revival of the policy, the nominee of the policyholder shall be entitled to the fund value / policy account value, as available on the date of death.

Any charges recovered subsequent to the date of death shall be paid back to the nominee or beneficiary along with death benefit.

3. INCONTESTABILITY

Except for fraud or non-payment of premiums and subject to the Misstatement of Age and Gender clause, this Policy shall be incontestable (after it has been in force during the lifetime of the Insured for two years) from the Date of Commencement or Reinstatement / Revival Date, whichever is later

4. FRAUD AND NON-DISCLOSURE

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time.

The simplified version of the provisions of Section 45 is enclosed in annexure – (3) for reference

5. MISSTATEMENT OF AGE

This Policy is issued at the age and gender of the Insured shown on the Policy Information Page which is the Insured's declared age at last birthday and declared gender in the proposal. If the age / gender is misstated and higher mortality rate should have been charged, the benefit payable under this policy shall payable after deduction of such difference of mortality along with interest thereon. In such cases the policy shall be subject to re-underwriting and the Basic Sum Assured and Top-Up Sum Assured shall be subject to Your eligibility as per our Underwriting norms and the mortality rate to be deducted shall be calculated proportionately on such Basic Sum Assured and Top-Up Sum Assured payable. If the Insured's age/gender is mis-stated and lower mortality should have been charged, We shall reverse any excess mortality charges without interest to the Fund Value. Any undercharged Mortality Charge, without interest, will be debited in Units at NAV .

If at the correct age it is found that the Life Insured was not eligible to be covered under this Policy, pursuant to Our Underwriting rules, then subject to Section 45 of the Insurance Act 1938 as amended from time to time, the Policy shall be treated as void and We will pay the current Total Fund Value, after deducting all applicable charges like, medical, stamp duty, risk, etc., incurred by Us under the Policy.

6. LOSS OF POLICY DOCUMENT

If the Policy Document is lost or destroyed, then at the request of the policyholder, the Company, will issue a duplicate Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy Document. Duplicate policy will be issued after furnishing of Indemnity Bond and payment of charges for preparing duplicate policy and stamp fee by policy holder.

Upon the issue of the duplicate policy Document, the original Policy Document immediately and automatically ceases to have any validity. The Company will charge a fee of Rs. 250 along with the Service tax, for the issuance of a duplicate Policy Document. These charges are subject to revision by the Company from time to time.

The Policyholder has to also submit an Indemnity Bond executed on Rs.200 Stamp paper along with a Policy Lost Declaration.

7. CURRENCY AND PLACE OF PAYMENT

All amounts payable either to or by Us will be paid in the Indian currency. Such amounts will be paid by a negotiable bank draft or cheque drawn on a bank or NEFT (National Electronic Funds Transfer) or electronic clearing systems. All amounts due from Us will

be payable from Our office shown on the Policy Information Page.

8. FREEDOM FROM RESTRICTIONS

Unless otherwise specified, this Policy is free from any restrictions upon the Insured as to travel, residence or occupation.

9. CLAIM PROCEDURES

Notice of Claim – All cases of death must be notified immediately to us in writing. However, any delay in notifying shall require to be substantiated to Our satisfaction

Please note that all death claims will be payable to the nominee/legal heir of the Insured policy holder

Filing Proof of Claim – Affirmative proof of loss and any appropriate forms as required by us must be completed and furnished to us, at the claimant's expenses, within 90 days after the date the Insured event happens, unless specified otherwise. A list of primary claim documents listing the normally required documents is attached to the Policy. Submission of the listed documents, forms or other proof, however, shall not be construed as an admission of liabilities by the Company.

We reserve the right to require any additional proof and documents in support of the claim.

10. TAXES

"Service tax and TDS" are applicable as per governing laws. Tata AIA Life Insurance Company Limited reserves the right to recover/ deduct from you , any levies and duties (including service tax and TDS), as imposed by the government from time to time.

11. UNIT STATEMENTS

Unit statements will be provided to You periodically and shall form a part of the Basic Policy.

12. PLAN CHANGE

Change of plan is not allowed.

13. NOMINEE

Nomination allowed as per provisions of Section 39 of the Insurance Act 1938 as amended from time to time. The simplified version of the provisions of Section 39 is enclosed in annexure – (2) for reference.

14. ASSIGNMENT

Assignment allowed as per Section 38 of the Insurance Act 1938 as amended from time to time. The simplified version of the provisions of Section 38 is enclosed in annexure – (1) for reference.

PART G

CONSUMER INFORMATION

POLICYHOLDER'S SERVICING

With regards to any query or issue related to the Policy, the Policyholder can contact the Company through the following service avenues

- Call our helpline numbers 1-800-267-9966 (toll free) or at 1-860-266-9966 (local charges apply)
- E-mail at customercare@tataaia.com
- Visit the nearest the Tata AIA life branch
- Log on to Online Customer Portal by visiting www.tataaia.com

GRIEVANCE REDRESSAL PROCEDURE

1) Resolution of Grievances

Customers can register their grievances through multiple service avenues:

- Call our helpline numbers at 1-800-267-9966 (toll free) 1-860-266-9966 (local call charges apply)
- Email us at customercare@tataaia.com
- Login to online policy account on www.tataaia.com
- SMS SERVICE to 58888 to receive a call back from our

- Customer Service Representative
- Visit any of the nearest Tata AIA Life branches
- Contact your agent
- Write to us on the following address:
Customer Service Manager Tata AIA Life Insurance Company Limited - B- wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West), Pin Code – 400 607.

-We shall acknowledge a customer's grievance within 3 business days by providing the customer with the name of the Grievance Redressal Executive who is responsible to handle the grievance and who shall interact with the customer for any clarification.

-All grievances shall be handled to the best of Our abilities while adhering to regulatory timelines.

2) Escalation Mechanism

In case the customer is not satisfied with the decision of the above offices, or has not received any response within the stipulated timelines, he may write to the following official for resolution:

Head - Customer Services Tata AIA Life Insurance Company Limited - B- wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West), Pin Code – 400 607.

Alternatively, an e-mail at life.complaints@tataaia.com or head.customerservice@tataaia.com

Where the customer is not satisfied with the resolution provided by the Company, the following escalation matrix should be followed:

- 1st level of Escalation - Vice President – Operations
- 2nd level of Escalation - Senior Vice President & Head – Operations & Systems
- 3rd level of Escalation - Senior Vice President – Legal & Compliance & Company Secretary

“If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255
Email ID: complaints@irda.gov.in
You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheerbagh
Hyderabad – 500 029, Andhra Pradesh
Fax No: 91- 40 – 6678 9768.”

3) Insurance Ombudsman:

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Please refer to our [website www.tataaia.com](http://www.tataaia.com) for further details in this regard.

The list of Ombudsman address is attached as Annexure B

The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
- Within a period of one year from the date of rejection by the insurer
- If it is not simultaneously under any litigation

Annexure A

OFFICES OF THE INSURANCE OMBUDSMAN as on 1 st January 2015	
<p>AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in</p>	<p>BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in</p>
<p>BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in</p>	<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in</p>
<p>CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in</p>	<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in</p>
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in</p>	<p>GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in</p>
<p>HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in</p>	<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in</p>
<p>ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in</p>	<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in</p>
<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Naval Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in</p>
<p>PUNE - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in</p>	

For further information or latest updated list of Ombudsman Office addresses, kindly visit the IRDA of India website <http://irdaindia.org/> - Ombudsman / List of Insurance Ombudsmen OR our website www.tataaia.com

Annexure 1

A. Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time and by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDA of India within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR

b. where the transfer or assignment is made upon condition that

i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR

ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person

a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

b. may institute any proceedings in relation to the policy

c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

[Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]

Annexure 2

B. Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time and by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
 02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
 03. Nomination can be made at any time before the maturity of the policy.
 04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
 05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
 06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
 07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
 08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
 09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
 13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of them
- the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
 16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
 17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]

Annexure 3

C. Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time and by Insurance Laws (Amendment) Act, 2015 are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call 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 of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]