

Policy Document

SMART Invest Pension

(Unit Linked Individual Pension Plan)

In this policy, the investment risk in Investment Portfolio is borne by the policyholder

Max New York Life Insurance Company Limited

Regd. Office: Max House, 1 Dr. Jha Marg, Okhla, New Delhi - 110 020

Max New York Life Insurance Company Limited (the "Company") has entered into this contract (the "Policy") on the basis of the proposal together with the premium deposit and declarations received from the proposer for effecting this Policy. This Policy is subject to the terms and conditions stated herein and in the schedule attached hereto ("Schedule").

The Company agrees to pay the Benefits under this Policy as detailed in this Policy while in force.

Signed by and on behalf of

Max New York Life Insurance Company Limited

Anajit Singh

Anajit Singh

Chairman

Date Of Policy : < dd-mmm-yyyy >

THE SCHEDULE (01)

BASE POLICY – SMART Invest Pension TYPE OF POLICY – Unit Linked Individual Pension Plan

GENERAL OFFICE - <>

POLICY NO: <>		PROPOSAL NO: <>	
POLICYHOLDER/PROPOSER/ LIFE INSURED: <>		IDENTIFICATION SOURCE & I.D. No: <>	
ADDRESS: <>		SEX: <>	
Date of birth <dd-mm-yyyy>		Whether Age admitted: YES	
NOMINEE (S) <1. > <2. > <3. > <4. >		APPOINTEE [In case Nominee is a minor]	
EFFECTIVE DATE: < dd-mm-yyyy >			
PREMIUM MODE: <>			



THE SCHEDULE (Page 02)

PLAN	VESTING / MATURITY DATE	INSURED EVENT	ANNUAL TARGET PREMIUM [ATP] / SINGLE PREMIUM (Rs.)	MODAL FLAT EXTRA PREMIUM (Rs.)	DUE DATES WHEN PREMIUM PAYABLE
SMART Invest Pension	dd/mm/yy	Vesting Date or Death of life insured prior to vesting	<>	<>	<>
<p>THE BENEFITS ARE PAYABLE TO: To the Life Insured or his nominees or proving executors or administrators or legal representatives who shall have taken out representation to his estate from a competent court.</p>					
<p>Special Provisions:</p>					

1. Details of Funds: Available Funds and Investment objective of the funds :

Secure Fund: The investment objective of this fund is to provide stable return by investing in relatively low risk assets. The fund will invest exclusively in fixed interest securities such as Government Securities, Corporate bonds etc.

Conservative Fund: The investment objective of this fund is to provide stable return by investing in assets of relatively low to moderate level of risk. The fund will invest primarily in fixed interest securities such as Government Securities, Corporate bonds etc. However the fund will also invest in equities.

Balanced Fund: The investment objective of the Balanced Fund is to provide balanced returns from investing in both fixed income securities (to target stability of returns) as well as in equities (to target growth in capital value of assets).

Growth Fund: The investment objective of the Growth Fund is to provide potentially higher returns to unit holders by investing primarily in equities (to target growth in capital value of assets); however, the fund will also invest in Government securities, corporate bonds and money market instruments.

Growth Super Fund: The investment objective of this Fund is to provide potentially higher returns to unit holders by investing predominantly in Equities (to target growth in capital value of assets); however, the fund may also invest in Government securities, corporate bonds and money market instruments.



The investment pattern of the Funds is as follows:

ASSET TYPES	SECURE FUND (%)	CONSERVATIVE FUND (%)	BALANCED FUND (%)	GROWTH FUND (%)	GROWTH SUPER FUND (%)
Govt. Securities	50 – 100	50 – 80	20 – 50	0 – 30	0 – 20
Corporate Bonds (investment Grade)	0 – 50	0 – 50	20 – 40	0 – 30	0 – 20
Money Market Instruments / Cash	0 – 20	0 – 20	0 – 20	0 – 20	0 – 20
Equities	Nil	0 – 15	10 – 40	20 – 70	70 – 100

2. Ratio in which the ATP / Single premium/ Top Up will be allocated to the Fund (initial allocation)

Growth Super Fund	Growth Fund	Balanced Fund	Secure Fund	Conservative Fund	Total
					100%

3. Dynamic Fund Allocation

In this feature, the premiums will be invested in pre-determined funds at a pre-determined percentage. This shall be based on the years remaining for vesting at the time of proposal to start with and will automatically change during the policy duration as the policyholder nears vesting age. Under this feature the fund percentages as specified in the table below will be maintained through automatic switching and rebalancing of funds as applicable.

Years to Vesting	Growth Super Fund	Balanced Fund	Secure Fund
0 - 10 years	20%	40%	40%
11 - 20 years	40%	40%	20%
21 - 30 years	60%	20%	20%
31 - 40 years	80%	20%	NIL
41 - 52 years	100%	NIL	NIL

4. Allocation of Premium:

Regular Premium Allocation charge [as a % of ATP]:

Premium Bands (in Rs.)	ATP Year 1	ATP Year 2 and onwards
10,000 to 19,999	30%	Nil
20,000 to 49,999	29%	
50,000 to 149,999	28%	
150,000 to 299,999	27%	
300,000 to 499,999	25%	
500,000 and above	20%	

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Single Premium Allocation charge [as a % of Single Premium]:

Premium Bands (in Rs.)	Single Premium
150,000 to 299,999	5%
300,000 and above	4%

Premium Allocation Charge in respect of Top-up premium: 2%

5. Minimum amount which can be paid as Top-up Premium: Rs. 5,000/-

6. Charges

a) **Fund Management Charge [as a %age of Net Assets]:**

Secure Fund	-	0.90%
Conservative Fund	-	0.90%
Balanced Fund	-	1.10%
Growth Fund	-	1.25%
Growth Super Fund	-	1.35%

b) **Policy Administration Charge:** Rs. 50 per month will be charged on each monthiversary during the deferment period.

c) **Switching Charge:** First six switches in a policy year will be free of charge. A switching charge of Rs. 500 per switch will be charged for each subsequent switch in a policy year.
Minimum amount for which each request for a Switch will be entertained is Rs. 5,000/-

d) **Redirection Charge:** First three redirections in a policy Year will be free of charge. Redirection charge of Rs. 1,000 will be charged for each subsequent redirection in a policy year.

e) **Surrender Charge [Irrespective of whether level premium or increasing premium option is chosen under the Regular Pay Option]**

If Policy is surrendered	Surrender Charge as a percentage of initial Annual Target Premium
In 1 st Policy Year	100%
In 2 nd Policy Year	45%
In 3 rd Policy Year	40%
In 4 th Policy Year	35%
In 5 th Policy Year	30%
In 6 th Policy Year	25%
In 7 th Policy Year	20%
In 8 th Policy Year or later	Nil

f) **Surrender Charge under the Single Pay Option**

If Policy is surrendered	Surrender Charge as a percentage of Single Premium
in 1 st Policy Year	7%
in 2 nd Policy Year	6%
in 3 rd Policy Year	5%
in 4 th Policy Year	4%
in 5 th Policy Year	3%
in 6 th Policy Year	2%
in 7 th Policy Year	1%
In 8 th Policy Year or onwards	Nil

DEFINITIONS & INTERPRETATION

- 1.1 In the policy document, the words and phrases listed below shall be deemed to have the meanings attributed to them wherever they appear in the policy document unless the context otherwise requires:
- a) **"You", "Your"** means the person named in the Schedule who has taken this policy from Us and **"We", "Us", "Our"** or **"Company"** means Max New York Life Insurance Company Limited.
 - b) **"Annual Target Premium"** or **"ATP"** means the level premium payable by You in a policy Year by regular instalments in the amounts and on the due dates in the manner specified in the Schedule ["Schedule"]. In case, "Increasing Premium" option is chosen, ATP payable will automatically increase each year by an amount equal to 5% of ATP.
 - c) **"Deferment Period"** means the period, as chosen by You, commencing from the Effective Date until the Vesting Date, which shall not be less than 5 years for a single premium plan and 10 years for a regular premium plan.
 - d) **"Effective Date"** means the date specified in the Schedule upon which this policy commences, which shall not be earlier than Our receipt from You of the first instalment of premium towards Annual Target Premium or the Single Premium.
 - e) **"Funds"** means as of the Effective Date of this policy (and subject always to Clause 7.3) those Funds as are detailed in the Schedule to this policy
 - f) **"Fund Value"** means the total number of Units held in Your Unit Account multiplied by the Unit Price.
 - g) **"Guaranteed Surrender Value"** means the Fund Value prevailing on the date which immediately follows the date of Our receipt of Your request for surrender of this policy less the applicable surrender charge.
 - h) **"IRDA"** means Insurance Regulatory & Development Authority constituted under the Insurance Regulatory & Development Authority Act 1999.
 - i) **"Life Insured"** means the person on whose life the policy is being effected and includes the "Policyholder" who owns the policy.
 - j) **"Monthiversary"** means the date in every month corresponding most closely with the Effective Date.
 - k) **"Nominee"** means the person that You nominate to receive the benefits described in Clause 2.2 to 2.3 in the event of Your death before the Vesting Date, such nomination to be pursuant to section 39 of the Insurance Act 1938.
 - l) **"Policy"** means this SMART Invest Pension the operation, regulation and management of which is governed by the documents comprising the policy documentation, which is made up of Your proposal form (and any additional information You provide in respect of Your proposal), these terms and conditions, the Schedule attached to and forming part of this policy (and if an updated Schedule is issued, then Schedule means the latest in time), Your written instructions given to us in accordance with the policy document subject to our acceptance of the same.

- m) "**Policy Anniversary**" means the anniversary of the Effective Date.
 - n) "**Policy Year**" means a 12 calendar month period commencing with the Effective Date and every policy anniversary.
 - o) "**Policy Administration charge**" is a charge as specified in the schedule, which is levied at the beginning of each policy month, by cancelling units of equivalent amount.
 - p) "**Premium Allocation charge**" is a charge, as specified in the schedule, expressed as a percentage of the premiums received. This charge will be deducted from the premiums received and the balance of premiums will be allocated to purchase the Units.
 - q) "**Redirection charge**" is a charge, as specified in the schedule, which is levied for redirecting Your future premiums between available Funds.
 - r) "**Switching Charge**" is a charge, as specified in the schedule, which is levied for switching monies from one fund to another available fund. This charge is levied at the time of effecting the switch.
 - s) "**Surrender charge**" is the charge, as specified in the schedule, which is levied on the Fund Value at the time of surrender of the policy.
 - t) "**Top-up Premium**" is an amount paid at irregular intervals, over and above the Annual Target Premium in accordance with clause 4.2 whilst the policy is in force.
 - u) "**Unit Price**" means the price of the Units as mentioned in clause 8.1
 - v) "**Unit**" means a notional part of the Fund created for the purposes set out in and subject to Clause 6.
 - w) "**Unit Account**" means the account we open and manage for You as per Clause 6, in which Units are allocated following the receipt of premiums for the purposes set out in and subject to Clause 6.
 - x) "**Valuation Date**" means the date on which We value the assets to which each of the Funds is referenced for the purpose of declaring the Unit Price. We will determine the value of the assets on each working day of the Company.
 - y) "**Vesting Date**" means the date as shown in the Schedule on which the benefits available under this policy in accordance with Clause 2.4 become payable if You are living on that date.
- 1.2 References to the masculine or the singular will be deemed to include references to the feminine and the plural, and vice versa.
- 1.3 References to any statute or statutory enactment shall be deemed to include re-enactment or amendment to the same.
- 1.4 Clause headings are for ease of reference only and have no interpretive value.
- 1.5 Reference to days, unless context otherwise requires, means working days only.

2. BENEFITS

Death Benefit

- 2.1 You may nominate a person in writing, to receive the benefits under this policy, in the event of Your death before the Vesting Date. The nomination shall become effective, upon endorsement on the policy itself or on Our receipt of a written notice sent by You and upon registration of such nomination in our records. We will furnish You a written acknowledgement of having registered the nomination or subsequent cancellation or change thereof. In registering the nomination, You agree that, We assume no liability as to Your choice or description of Nominee and that Our payment of any benefit under this policy to Your Nominee shall, in all cases, operate as a good and valid discharge of Our liability under this policy.
- 2.2 Subject to the policy being in force, in the case of Your death, at any time prior to Vesting Date, We will pay the Fund Value prevailing on the date of intimation of death to us to Your Nominee or, if there is no Nominee, or none is living, then to Your legal representatives or legal heirs.
- 2.3 In the event of Your death, We shall be under no obligation to make any payment under this policy unless and until We are satisfied as to the fact of Your death and the existence of the policy, for which purpose, Your Nominee or legal representatives or legal heirs must provide Us with:
- Immediate written notice of Your death, and the circumstances resulting in Your death.
 - The original death certificate.
 - The original policy documentation.
 - Any other documentation that We may reasonably require.

Benefit On Vesting Date

- 2.4 Subject to the policy being in force, If You are living on the Vesting Date, then, You can subject to the prevailing laws, rules and regulations take up to 1/3rd of the Fund Value as on the vesting date or such sum or percentage as the law prevailing at that time may permit, as a lump sum cash payment and the balance of Fund Value shall be applied for purchase of an annuity from Us, at the then prevailing options, annuity rates, terms and conditions or from any other approved annuity provider.

The Annuity Payout options we offer currently are:

Annuity for life: A fixed amount is paid in annual/ semi-annual/ quarterly / monthly installments as per your choice .In other words, it is an annuity payable to policyholder (called annuitant) through out his/her life till he/she survives.

Annuity guaranteed for 5/10/15/20 years and for life thereafter: A fixed amount is guaranteed to be paid in annual/ semi-annual/ quarterly/ monthly installments as per your choice for the guaranteed period whether or not the annuitant survives the period. If annuitant survives the guaranteed period, he/she will continue to get the fixed amount for life thereafter till he/she is alive.

Life annuity with return of annuity purchase price: A fixed amount is paid in annual/ semi-annual/ quarterly/ monthly installments as per your choice to annuitant till he/she survives. On his/her death, annuity purchase price is paid to legal representative of the annuitant.

Change in Vesting Date

- 2.5 Except in the last policy Year, You may change the Vesting Date by giving Us at least 6 months prior written notice. We will consider Your request as long as:
- i) The proposed new Vesting Date does not pre-date the Effective Date or create a Deferment Period less than 10 years, and
 - ii) Your age as at the proposed new Vesting Date is between 50 and 70 Years.
- 2.6 Upon postponement of the Vesting Date, the Deferment Period shall stand extended till such postponed Vesting Date and ATP shall be payable for such extended Deferment Period.

3. SURRENDER

- 3.1 You may by giving us a prior written request, surrender the whole (but not part) of this policy at any time after the completion of first policy anniversary in case of a Regular Pay provided an amount equal to one ATP has been paid by you. In case of a Single Pay the policy can be surrendered anytime.

Upon Our receipt of Your signed request, this policy will immediately terminate, however, the surrender value if any shall be paid only after the completion of third policy anniversary.

- 3.2 We may at any time impose a complete bar on surrender for a time period, We shall determine (but not exceeding 30 days) if We consider this to be necessary for maintaining the stability of the Funds, or to protect the interest of existing Unit holders in the Funds. Such situation may arise under extraordinary circumstances such as non-availability of market prices, occurrence of any catastrophe where the declaration of unit price is not possible.

4. PREMIUM

- 4.1 Annual Target Premium is payable by You from the Effective Date to the earlier of Your death or the Vesting Date.
- 4.2 In addition to the Annual Target Premium, You may at any time, pay Top-up Premium, subject to the following conditions:
- a) there has been no default in Your payment of Annual Target Premium, and
 - b) payment received by way of top-up will first be applied by Us in recovering the Annual Target Premium for the policy year in which such amount is received.
 - c) the amount of premium by way of each Top-up Premium is equal to or above the minimum amount of top-up as specified in the Schedule which is subject to change after approval by the IRDA.
- 4.3 Annual Target Premium can be paid under any of the following options:
- a) Level Premium: Under this option, the Annual Target premium will remain unchanged, throughout the policy term.
 - b) Increasing Premium: Under this option, the Annual Target premium will increase by an amount equal to 5% of ATP on each policy anniversary after the effective date of the policy.
 - c) You can make a request, after the 3rd policy anniversary, to change from "increasing premium" option to "level premium" option. A request by You to change

from "increasing premium" option to "level premium" will result in the increased ATP prevailing at the time the change is requested, payable for the rest of the term of the policy. The change will be effected only from the policy anniversary next following the receipt of change request provided We receive the change request at least 20 days prior to the policy anniversary. A change request can be made only once during the deferment period.

5. ALLOCATION OF PREMIUM

We will allocate the premiums received in the Funds after deduction of the Premium Allocation charge as specified in the schedule and according to the ratio in which the premiums should be allocated in various Funds, as specified by you.

6. UNITS

- 6.1 We shall open a Unit Account on the Effective Date.
- 6.2 Units will be purchased and cancelled at the Unit Price. The number of Units shall be expressed upto three decimals.
- 6.3 The allocation of Units to the Unit Account and the Unit Account itself are a means by which the value of the policy is determined and, accordingly, neither the Units nor the Unit Account gives rise to any legal or beneficial ownership or right in Your favour in either the assets to which the Funds are referenced or the income from those assets or any surpluses in any Funds or in Our profits or assets.

7. FUNDS

- 7.1 We will (subject to Clause 7.3) maintain a number of Funds. Each Fund has its own investment objective and the details of the number and type of Funds available for this policy shall be as specified in the Schedule.
- 7.2 The assets underlying each of the Funds shall be valued on each Valuation Date. We shall always endeavour to value the assets on each working day. We may have to defer the Valuation Date upto 30 days under certain extreme circumstances including:
- When one or more exchanges where stocks, debts etc. are routinely traded are closed down otherwise than for ordinary holidays.
 - When, as a result of political, economic, monetary or any circumstances beyond Our control, the disposal of assets of the Fund is not possible, profitable or practical.
 - During periods of extreme volatility of markets.
 - Natural calamities, strikes, wars, civil unrest, riots and "bandhs" or any other force majeure or disaster that affect Our normal functioning.
 - If so directed by IRDA.
- 7.3 We reserve the right to add, close, combine or alter any Fund. We will send You 60 days prior written notice of Our intention to close, alter or combine any Fund. We will effect a transfer to an alternative Fund free of charge, if We receive Your written notice of the alternative Fund in which You wish to invest before Our scheduled date of alteration, closure or combination, failing which, You agree that, We shall, without liability, effect a transfer to what is, in Our view, the most conservative fund available at that time.
- 7.4 The unit pricing shall be computed based on whether the Company is purchasing (appropriation price) or selling (expropriation price) the assets in order to meet the day to day transactions of unit allocations and unit redemptions i.e. the Company shall be



required to sell/purchase the assets if unit redemptions/allocations exceed unit allocations/redemptions at the valuation date.

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

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

The value of a Fund will be determined and based on the market value/ fair value at which assets referenced to such Fund can be respectively purchased or sold, plus the respective cost of purchasing or minus the cost of selling the assets, plus the value of current assets, plus any accrued income net of fund management charges, less the value of current Liabilities, less provisions, if any. The value of Funds may increase, decrease or remain unchanged.

Redirection

- 7.5 You may redirect Your future premiums between available Funds at any time by giving Us 7 days prior written notice. If You choose to redirect Your future premiums to more than one Fund, the percentage of such premiums redirected to each Fund shall be subject to a minimum percentage limit at the relevant time. Your notice must quote Your policy number and it must specify precisely the Fund in which You wish to redirect the premiums.
- 7.6 We will process the first three redirection in a policy year free of charge. Subsequent redirections in a policy Year will attract a redirection charge as per the Schedule.

Switch

- 7.7 You may (subject to Clause 7.10), switch Units between Funds.
- 7.8 Following receipt of Your written notice, We will cancel Units in the Fund You wish to exit and purchase Units in the Fund You wish to enter.
- 7.9 We will process the first six switches in a policy Year free of any Switching Charge. Subsequent switches will attract a Switching Charge as per the Schedule.
- 7.10 We may at any time impose a complete or partial bar on switches for a time period We shall determine (but not exceeding 30 days) if We consider this to be necessary to maintain the stability of the Funds, or to protect the interest of existing Unit holders in that Fund. Such situation may arise under extraordinary circumstances such as non-availability of market prices, occurrence of any catastrophe where the declaration of unit price is not possible.
- 7.11 You may at the stage of proposal opt for "Dynamic Fund Allocation" pursuant to which We shall effect automatic allocation and switch of units to funds as per a pre-determined proportion as specified in the Schedule. You may opt out of the "Dynamic Fund Allocation" only once during the deferment period, which will then be effective on the next policy anniversary. Once opted out, You cannot again opt for the "Dynamic Fund Allocation".

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8. UNIT PRICE

- 8.1 The Unit Price shall be determined on each Valuation Date. The unit price in respect of each fund will be determined by dividing the value of the Fund with the number of units on the valuation date subject to rounding up or down by not more than 1% of a rupee.
- 8.2 In respect of premiums received upto 3:00 p.m. under a local cheque or a demand draft payable at par or by way of cash, the closing NAV of the day on which the premium is received shall be applicable. In respect of premiums received after 3:00 p.m, the closing NAV of the next business day shall be applicable.
- 8.3 In respect of premiums received under outstation cheques / demand drafts, the closing NAV of the day on which the cheques / demand draft is realized shall be applicable.
- 8.4 All requests for switch or redirection received upto 3:00 p.m. will be processed at the closing NAV of the day on which the request is received. All such requests received after 3:00 p.m. will be processed at the closing NAV of the next business day.

9. CHARGES

9.1 We shall levy the following Charges:

a) **Premium allocation charge [as a % of ATP, Single Premium and Top Up]**

Premium allocation charge, as specified in the Schedule, shall be recovered from the premiums received, before the premiums are allocated to the Unit Account.

b) **Policy Administration Charge**

An amount as mentioned in the Schedule, will be charged throughout the deferment period on each Monthiversary by cancelling Units in the Unit Account at their Unit Price. This charge will increase every year @ 5% per annum, compounded annually.

c) **Fund Management Charge**

- i. A Fund Management Charge, as per rate specified in the Schedule, will be levied at each valuation date throughout the deferment period.
- ii. The rate of fund management will be equal to the annual rate divided by 365 and multiplied by the number of days that have elapsed since the previous Valuation Date. The charge shall be recovered out of the net assets of the Fund on each Valuation Date.
- iii. We reserve the right to alter the fund management charge from time to time, subject to a ceiling of 2% of the Net Assets of the Fund in question subject to the approval of the IRDA.

d) **Redirection Charge**

Redirection charge as specified in the schedule shall be recovered by cancellation of units from the Unit Account at the Unit Price. This charge may increase from time to time subject to approval of IRDA but shall never exceed Rs. 2,000/- per redirection.

e) **Switching Charge**

Switching Charge as specified in the Schedule shall be recovered by cancellation of Units at the Unit Price. This charge may increase from time to time subject to approval of IRDA but will never exceed Rs. 1,000 per switch.

f) **Surrender Charge**

Surrender Charge, as specified in the Schedule, shall be levied on the Fund Value, at the time of surrender of the policy in terms of Clause 3.

9.2 All the charges that are recovered by cancellation of Units at Unit Price will be deducted in the same proportion as the Unit Price of Units held in each Fund, in case the Units are held in more than one Fund.

9.3 All the reviewable charges are subject to change, after approval of the IRDA, if in the considered opinion of the Appointed Actuary it is necessary so to do. Should you disagree with the revised charges, You shall be allowed to withdraw the Units in the Unit Account at the then prevailing Fund Value and the policy shall terminate accordingly.

10. TERMINATION OF POLICY

This policy will terminate immediately upon the earlier of the following events:

- i) The date upon which We receive Your surrender notice.
- ii) The Vesting Date.
- iii) Your death prior to vesting date.

IMPORTANT: In Regular Pay, if at any time the fund value equals to or is less than one ATP, the policy will terminate and we will pay the surrender value (if any).
In Single Pay, if at any time the fund value equals to or is less than Rs. 10,000, the policy will terminate and we will pay the surrender value (if any).

11. DISCONTINUATION OF PREMIUM

11.1 Discontinuation of premiums after paying at least three consecutive years premium:

- a) If all the due Annual Target Premiums have been paid for at least three consecutive years and subsequent Annual Target Premiums are unpaid, an opportunity will be given to you to revive the policy within the revival period as mentioned in clause 12 below.
- b) During the revival period all due charges would be levied.
- c) At the end of the revival period, if the policy is not revived, the policy will terminate and the surrender value, if any will be paid.

11.2 Discontinuance of premiums within three years of inception of the policy:

- a) If all the Annual Target Premiums have not been paid for at least 3 consecutive years from the effective date of coverage, then on expiry of the grace period the Unit Account will be closed.
- b) We will give you an opportunity to revive the policy within the revival period as mentioned below:

On revival, the Unit Account will be re-opened. The amount of premium paid at the revival date, together with an amount equal to the fund value at the date of lapse, less any Premium Allocation Charge attributable to the premium paid at the revival date, and according to the ratio in which the premium should be allocated in various Funds, as specified by you, will be used to purchase Units at the Unit Price as mentioned in Clause 8 determined as at the date of revival. An amount equal to the Policy Administration Charges falling due between the date of lapse and the date of revival will be levied at the date of revival, by canceling Units in the Unit Account at their Unit Price

- c) In case the policy is not revived during this revival period, the policy will terminate and the surrender value as at the date of lapse, if any, shall be paid at the end of third policy anniversary or at the end of the revival period, whichever is later.

11.3 During the grace period we will accept the lapsed notice amount without interest. In case of death of Life Insured during the grace period, we will pay the Fund Value.

12. GRACE PERIOD AND REVIVAL OF LAPSED POLICY

A grace period of 30 days [15 days where premium payment mode is monthly] from the due date of payment of Annual Target Premium shall be allowed for payment of unpaid Annual Target Premium.

The policy can be revived within 36 months of its date of lapse if:

- i) You give us a written request to revive the policy and
- ii) You pay us all overdue Annual Target Premiums and unpaid charges.

13. GENERAL CONDITIONS

This policy is issued to You on the basis of Your acknowledgement and agreement that:

- (i) "SMART Invest Pension" is a Unit linked Individual Pension Plan. Unit linked insurance products are different from the traditional insurance products and are subject to investment risk.
- (ii) "SMART Invest Pension" is only the name of the policy and does not in any way indicate the quality of the policy, its future prospects or returns.
- (iii) The names of the Funds as shown in the Schedule do not in any manner indicate the quality of the Funds, their future prospects or returns.
- (iv) We do not guarantee the value of Unit. Depending on market risk and the performance of the Funds to which the Units are referenced, the value of Units may fall, rise or remain unchanged. There can be no assurance that the objectives of any of the Funds will be achieved and none is given by Us.
- (v) The past performance of Funds is not necessarily indicative of the future performance of any of these Funds.
- (vi) The Funds do not offer a guaranteed or assured return.
- (vii) All benefits payable under the policy are subject to applicable laws (financial or otherwise), as they exist from time to time.
- (viii) By definition this is a non-participating policy.

14. ENTIRE CONTRACT

The policy documentation contains the entire understanding between You and Us in respect of the policy and the benefits available under it. No amendments to this policy or the policy documentation will be effective if not expressly approved in writing by Us.

15. FREE LOOK PERIOD

Please examine Your policy carefully. You may opt to return the original policy document to the Company with a written request for cancellation of the policy within fifteen days from the date of receipt of this policy. In such an event, the premiums paid, adjusted for any adverse movement in Fund Value less charges incurred on account of stamp duty, if any, will be refunded without interest.

16. FULL DISCLOSURE & INCONTESTABILITY

We also draw Your attention to Section 45 of the Insurance Act, 1938, which states as follows:

"No policy of life insurance effected 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."

17. DISPUTE REDRESSAL CELL

All consumer grievances may be first addressed to Our Customer Helpdesk at 90A, Sector 18, Gurgaon - 122002, Haryana, India or the servicing General Office and subsequently (if required) to the Insurance Ombudsman, whose address can be obtained from Our above Office.

18. CURRENCY

The policy is denominated in Indian Rupees.

19. NOTICES

All notices meant for Us whether under this policy or otherwise must be in writing and delivered to Us at Our address as shown in the Schedule, or such other address as We may notify to You from time to time.

All notices meant for You will be in writing and will be sent by Us to Your address as shown in the Schedule. If You change Your address, or Your Nominee changes his address, You must notify Us immediately.

20. ELECTRONIC TRANSACTIONS

You will adhere to and comply with all such terms and conditions as prescribed by Us from time to time, and all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or any combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by Us or on Our behalf, for and in respect of the policy, or in relation to any of Our products and services, shall constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities, as may be prescribed by Us from time to time.

21. LOSS OF THE POLICY DOCUMENTATION

If the policy documentation is lost then We will, pursuant to Your written request and upon being satisfied as to the fact and cause of the loss, provide a copy. If a copy is issued, the original policy documentation will cease to be of any legal effect.

22. TAX

All applicable taxes on this policy including service tax shall be to the account of the policyholder. We shall make deductions from any payments to be made under this policy which We reasonably believe to be necessary on account of any tax or other payment imposed or to be imposed under any legislation, order, regulation, rule, judgment or otherwise upon You, Your Nominee or Us.

23. FRAUD

If You or anyone acting at Your direction or with Your knowledge, or any Nominee or beneficiary under or in respect of this policy makes or advances any claim knowing it to be false or fraudulent in any way, then this policy shall be void and any amount actually or potentially payable under this policy shall be forfeited.

24. GOVERNING LAW & DISPUTE RESOLUTION

Indian law shall govern this policy and the relationship between You and Us.

ENDORSEMENT

Total stamp value

Rs.

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SMART Invest Pension**Response****Remarks**

- 7.3. If yes, has Insurance Cover been provided similar to SP Contracts as stated in Para 1.1 above?
Response: Not applicable
- 7.4. Is it specified that there is a lock-in-period of three years for each Top-up premium from the date of payment of that Top-up premium?
Response: Not Applicable
- 7.5. Is it specified that this lock-in condition will not apply for Top-up premiums paid in the last 3 years before the Maturity Date?
Response: Not Applicable
- 8. **Partial Withdrawals:**
 - 8.1. Are Partial Withdrawals allowed?
Response: No
 - 8.2. If yes, has it been specified that the first partial withdrawal is allowed only after third policy anniversary?
Response: Not Applicable
 - 8.3. Has it been specified that the Sum Assured payable on death is not reduced at any point of time except to the extent of the partial withdrawals made during the two year period preceding date of death, if death occurs before attaining age 60?
Response: Not Applicable
 - 8.4. Has it been specified that the Sum Assured payable on death is not reduced at any point of time except to the extent of the partial withdrawals made during the two year period before attaining age 60 and all partial withdrawals made after attaining age 60, if death occurs on or after attaining age 60?
Response: Not Applicable
 - 8.5. Is it specified clearly that the partial withdrawals are not allowed until the minor (LA) attains majority (i.e. on or after attainment of age 18)?
Response: Not Applicable
- 9. **Settlement Option:**
 - 9.1. Is a Settlement Option allowed?
Response: No
 - 9.2. If yes, has it been restricted to 5 years or less?
Response: Not Applicable
 - 9.3. Has the inherent risk involved in the Settlement Option been specified clearly in the relevant documents?
Response: Not Applicable
 - 9.4. Has a Settlement Option by way of periodical payments been provided?
Response: Not Applicable