

Policy Document

Max New York Life Guaranteed Monthly Income Plan
(A Non- Linked, Non Participating, Monthly Income Life Insurance Plan)

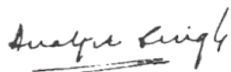
UIN - 104N068V01

Max New York Life Insurance Company Limited
Regd Office: Max House, 1, Dr. Jha Marg, Okhla, New Delhi –110020

Max New York Life Insurance Company Limited (the "Company") has entered into this contract of insurance (the "Policy") on the basis of the proposal together with the premium deposit and declarations, statements, report or other documents received from the Proposer for effecting a life insurance contract on the life of the person (the "Life Insured") named in the schedule hereto (the "Schedule"). This Policy is subject to the terms and conditions stated herein and in the Schedule.

The Company agrees to pay the Benefits under this Policy on the happening of the Insured Event, while this Policy is in force.

Signed by and on behalf of
Max New York Life Insurance Company Limited



Analjit Singh
Chairman

Date of Policy:

THE SCHEDULE

BASE POLICY – Max New York Life Guaranteed Monthly Income Plan

Type of Policy – Traditional, Non- Linked,
Non – Participating Monthly Income Life
Insurance

OFFICE –

POLICY NO:	PROPOSAL NO:
	DATE OF PROPOSAL:
POLICYHOLDER / PROPOSER:	IDENTIFICATION SOURCE & I.D. NO:
DATE OF BIRTH:	
GENDER	
ADDRESS:	
LIFE INSURED	IDENTIFICATION SOURCE& I.D. NO:
DATE OF BIRTH:	WHETHER AGE OF LIFE INSURED ADMITTED: Yes
GENDER	
ADDRESS:	
NOMINEE (S)	APPOINTEE (IF NOMINEE IS A MINOR):
EFFECTIVE DATE:	
PREMIUM MODE:	
BANK A/C NUMBER :	
Agent's Details	
Name	Code
Address	Mobile/ Landline Number

LIST OF COVERAGES	POLICY TERM (in years)	INSURED EVENT	GUARANTEED MONTHLY INCOME	SUM ASSURED*	DEATH BENEFIT	ANNUAL PREMIUM PAYABLE (₹)	PAYOUT PERIOD	DUE DATES WHEN PREMIUM PAYABLE; DATE WHEN LAST INSTALMENT OF PREMIUM IS PAYABLE
Base Plan Max New York Life-Guaranteed Monthly Income Plan		Death		180 / 240 times of Guaranteed Monthly Income	Refund of Premium and Guaranteed Monthly Income		Fixed Ten (10) years from the completion of Policy Term. Start Date : End Date :	

(Please Note : Sum Assured is a notional term, which is used solely at the proposal stage for calculating the Premium payable under this policy. Hence no right, benefit or obligation accrues in favour of the Policyholder/Nominee to claim the sum assured either legally or otherwise.)

Since the Life Insured and the Policyholder is the same person the Benefits are payable - to the Life Insured or his nominees or proven executors or administrators or other legal representatives who shall take out representation to his estate from a competent court of law.

1. DEFINITIONS AND INTERPRETATION:

1.1 The words and phrases listed below shall be deemed to have the meanings attributed to them wherever they appear in this Policy unless the context otherwise requires:

- i) **“You”, “Your”** means the person named in the Schedule who has taken this Policy from the Company and **“Company”, “We”, “Us”, “Our”** means Max New York Life Insurance Company Limited.
- ii) **“Death Benefit”** means the guaranteed amount payable on the happening of Insured Event of Death as specified in the Schedule and Clause 3.3
- iii) **“Effective Date”** means the date, as specified in the Schedule, on which the risk under this Policy commences.
- iv) **“Insured Event”** shall mean the Death of Life Insured during the Policy Term.
- v) **“Life Insured”** means the person on whose life the Policy has been effected .
- vi) **“Non - Participating”** means without participation in the surplus of actuarial valuation of the Company.
- vii) **“Premium”** means the level premium payable by the Policyholder in a Policy Year by regular instalments in the amounts and on the due dates in the manner specified in the Schedule during the Policy term, in order to secure the benefits under the Policy.
- viii) **“Policy”** means this **Max New York Life Guaranteed Monthly Income Plan, a Non- Linked, Non - Participating Monthly Income Life Insurance Plan**, the operation, regulation and management of which is governed by the documents comprising these terms, the proposal form and any additional information You provide in respect of the proposal, the Schedule, Your written instructions given to Us subject to Our acceptance of the same.
- ix) **“Policy Anniversary”** means the anniversary of the Effective Date.
- x) **“Policy Term”** means the term of the Policy as specified in the Schedule
- xi) **“Policyholder”** means the person who owns the Policy.

- xii) **"Policy Year"** means a 12 (Twelve) month period beginning with the Effective Date and every Policy Anniversary thereafter.
- xiii) **"Payout Period"** means the fixed period of 10 years, starting from the completion of Policy Term, during which the Company will pay the benefits guaranteed under Clause 3.1 and Clause 3.2 of this Policy.

- 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 Section 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. GENERAL TERMS

- 18. **"Max New York Life Guaranteed Monthly Income Plan"** is a non-linked, monthly income, non- participating life insurance plan.
- 18. The Policy has been written on a single life basis.
- 18. Apart from cover for Insured Event, this Policy provides accrual of benefits during the Policy Term which become payable during the Payout Period.
- 18. The minimum age at entry of the Life Insured should be 25 years
- 18. The maximum age at entry of the Life Insured should be 65 years for the Policy Term of 6 years and 60 years for a Policy Term of 11 years
- 18. The maximum age on the completion of the Policy Term should not exceed 71 years.
- 18. There are no loans available under this policy.

3. BENEFITS

Following are the Benefits which are payable, if the Policy is in force -

3.1 Monthly Income

The Company shall pay the following benefits , if all the Premiums have been duly received by Us:

3.1.1 Guaranteed Monthly Income: The Company shall pay the Guaranteed Monthly Income on the dates as specified by the Company during the Payout Period , however, in case of happening of Insured Event, the Company shall accelerate the payment as specified under Clause 3.3 (b.)

3.1.2 Monthly Income Boosters:

If the Policy is in force, from 2nd Policy Year onwards, Your Policy will accrue Monthly Income Boosters

A Monthly Income Booster is a percentage of Guaranteed Monthly Income and is accrued as an additional amount to Guaranteed Monthly Income payable during the Payout Period.

Monthly Income Booster is calculated as per the following table prescribing the range of the benchmark rates published by Fixed Income Money Market and Derivatives Association of India ("FIMMDA") on 5 year Government Securities on their website (www.fimmda.org) on the last business day of the month preceding the receipt of Premium subject to its realization.

Range of FIMMDA 5-Year G-Sec Benchmark Rate	Monthly Income Booster Rate - 6 Pay (as a percentage of Guaranteed Monthly Income)	Monthly Income Booster Rate - 11 Pay (as a percentage of Guaranteed Monthly Income)
< 4.0 %	0%	0%
4.0 % to < 4.5 %	8%	5%
4.5 % to < 5.0 %	16%	10%
5.0 % to < 5.5 %	25%	15%
5.5 % to < 6.0 %	34%	21%
6.0 % to < 6.5 %	44%	27%
6.5 % to < 7.0 %	54%	33%
7.0 % to < 7.5 %	65%	39%
7.5 % to < 8.0 %	76%	46%
8.0 % to < 8.5 %	88%	53%
8.5 % to < 9.0 %	100%	60%
9.0 % to < 9.5 %	113%	68%
9.5 % to < 10.0 %	127%	76%
10.0 % to < 10.5 %	141%	84%
10.5 % to < 11.0 %	156%	92%
11.0 % to < 11.5 %	172%	101%
11.5 % to < 12.0 %	188%	111%
12.0 % to < 12.5 %	205%	120%
12.5 % to < 13.0 %	223%	130%
>= 13.0 %	242%	141%

Once accrued, a Monthly Income Booster becomes guaranteed, however such Monthly Income Booster becomes payable in the 10th year from the date of its accrual.

3.2 Guaranteed Terminal Benefit: The Company will pay a one time lumpsum benefit as a multiple of Annual Premium at the end of the Payout Period, as per the following

For the Policy Term	Guaranteed Terminal Benefit
6 years	1.5 times of the Annual Premium
11 years	2 times of the Annual Premium

3.3 Death Benefit

In the event of death of Life Insured during the Policy Term, the Company shall pay the Death Benefits as specified in the Schedule, as per the following:

- The Company shall refund all the Premiums received by Us under this Policy, on the receipt of intimation of death of Life Insured :
- The Company shall accelerate the payment of Guaranteed Monthly Income from the Policy Anniversary following the receipt of intimation of death of Life Insured till the end of Payout Period.

In addition, the Company will fund all the future contractual Premiums on each due date to support the payment of benefits specified under 3.1.2 and 3.2.

For the sake of clarity, the nominee shall not be allowed to surrender the Policy however will be entitled to receive the benefits due under this Policy.

Please note that the Sum Assured is a notional term, which is used solely at the proposal stage for calculating the Premium payable under this policy. Hence no right, benefit or obligation accrues in favour of the Policyholder/Nominee to claim the sum assured either legally or otherwise.

4. PREMIUMS

Annual Premiums are calculated basis the Sum Assured, at the stage of Proposal and are payable on due dates during the Policy Term to secure the benefits under this Policy. The company allows a grace period of 30 days to pay Premium(s) during which we will provide the insurance cover. If in case a Premium is not paid within the grace period, the Policy shall lapse and You shall not be eligible for the Benefits secured under the Policy.

5. GUARANTEED SURRENDER VALUE

If Premiums have been paid for at least three consecutive years, the Policy shall acquire a Guaranteed Surrender Value, equal to 30% of all Premiums received by the Company excluding the first year's Premium, extra Premiums (if any).

6. SURRENDER

- 6.1 Once the Policy has acquired a Guaranteed Surrender Value, the Policyholder may request in writing to surrender the Policy at any time during the Policy Term only.
- 6.2 The Surrender Value in this Policy shall be higher of Guaranteed Surrender Value or Special Surrender Value as per the table approved by IRDA.
- 6.3 On receipt of the request for surrender of the Policy, the Policy shall terminate and Surrender Value prevailing on the date of surrender shall be paid. No benefit under this Policy shall be payable thereafter.
- 6.4 Notwithstanding stated above, the Surrender Value payable will be subject to statutory or other restrictions prevailing at the time of Surrender.

For the sake of clarity, the Company shall consider all the benefits accrued till the receipt of surrender request for calculating the Special Surrender Value. Once surrendered, the Policy shall terminate and no benefits shall be paid thereafter.

7. REDUCED PAID UP BENEFITS

- 7.1 Once the Policy has acquired a Surrender Value, in case of non-payment of Premiums within grace period, the Policy will not lapse, however the Benefits secured under the Policy shall reduce proportionately to the resultant of total Premiums received by Us divided by the total Premiums due during the Policy Term ("**Reduced Paid- up Benefits**")
- 7.2 The Monthly Income Boosters accrued prior to the Reduced Paid-up mode, shall be guaranteed and become payable as and when they were originally payable during the Payout Period, however the Policy shall not be entitled for any future Monthly Income Boosters.
- 7.3 The Policy with Reduced Paid-Up Benefits will thereafter be free from all liabilities for payment of the Premiums, however the Policyholder can pay all the unpaid premiums within 6 (six) months from the due date of Premium, to reinstate the full benefits secured under the Policy and the Company may consider the request at its own discretion.

For the sake of clarity, in case the Policy is in Reduced Paid-up mode, the Benefits (namely Guaranteed Monthly Income and Guaranteed Terminal Benefit) due thereafter, shall be paid basis Reduced Paid-up Benefit, as and when they become payable.

8. LAPSE AND REVIVAL OF POLICY

- 8.1 If You have not paid Premiums for at least three consecutive years, subject to clause 7 above, the Policy shall lapse.
- 8.2 To revive the Policy, You can make a written request to the Company provided:
- i) Such a request is made within 6 months from the due date of payment of Premium (referred as "Revival Period").
 - ii) You produce an evidence of insurability for this Policy at your cost which is acceptable to the Company.
 - iii) You pay the overdue Premium together with an interest on the Premium at a rate as determined by the Company.
 - iv) Revival of a lapsed Policy is at the absolute discretion of the Company.
- 8.3 The revival of the Policy shall take effect only after it is approved by Us and communicated to You in writing. Upon revival, the Company shall pay all the benefits that would have become due and payable under the Policy had the Policy not lapsed.

However, at the end of Revival Period, if You have not paid the due Premium, the Policy shall terminate and You shall not be entitled for any benefit secured under the Policy during Policy Term and Payout Period.

9. Termination of Policy

- 9.1 The Policy alongwith Insurance Cover shall terminate immediately upon the earlier of the following events :
- a) On effecting Surrender as per Clause 6 of this Policy.
 - b) On expiry of Revival Period as per Clause 8 of this Policy.
 - c) At the end of Policy Term.

9.2 For the sake of clarity, though the Policy shall terminate at the end of Policy Term, however the Company promises to pay the guaranteed benefits (excluding Insurance Cover) accrued during the Policy Term which become payable during the Payout Period.

10. TAXES

The premiums and benefits are subject to applicable levies, impositions and prevailing tax laws including service tax, which shall be entirely borne by You. The Company is authorised to add the amount towards service tax and applicable impositions and other statutory levies in the payment made and demand raised by the Company from time to time. In the event of non-payment of any Statutory impositions by You where the Company pays it on your behalf, the Company reserves the right to recover them from You and/or shall hold in-lien the benefits payable under the Policy.

11. NOMINATION AND ASSIGNMENT

- 11.1 In case You have taken the Policy on Your own life the person named by You in the proposal form as the nominee shall be the person to whom the benefit secured under the Policy will be paid. Such nomination only indicates the person who is authorised to receive the amount, on payment of which, We will receive a valid discharge of Our liability under the Policy. Change in nomination, if any, may be made by You at any time during the Policy Term and the same must be registered with Us.
- 11.2 You may assign the entire Policy, including the benefits, rights and title under the Policy in favour of the person(s) named by You. An absolute assignment shall automatically cancel a nomination except any assignment in Our favour. Notice of assignment (including any change thereof), should be submitted to Us for registration. In registering an assignment or nomination, We will not accept any responsibility or express any opinion as to its validity or legality.

12. MISSTATEMENT OF AGE

The Policy has been issued on the basis of the declaration of age of the Life Insured made by You in the proposal form. In case Life Insured's true age at the time of issuing the Policy is found to be lower or higher than the age declared in the proposal form, We may adjust the premium and / or benefits payable to those applicable had the true age been stated in the proposal form and the Policy would have been issued based on Our underwriting norms at that time; and in case the true age declared is found to be higher than the maximum age at entry, We will cancel the Policy and reserve the right to forfeit all the Premiums received till date.

13. SUICIDE EXCLUSION

Notwithstanding anything stated herein, if the Life Insured dies by suicide whether sane or insane, within 12 months of the Effective Date and date of revival, the Policy shall terminate. In such an event, We will only refund the Premium received by Us, without interest, subject to deduction of any expenses incurred by Us.

14. FREE LOOK PERIOD

You have a period of 15 (Fifteen) days from the date of receipt of the Policy to review the terms and conditions of the Policy. If You disagree with any of the terms or conditions, You have the option to return the Policy stating the reasons for Your objections. upon which You shall be entitled to return of Premium received by Us subject to deduction of a proportionate risk premium for the period of cover and expenses incurred towards medical examination and on account of stamp duty.

15. FULL DISCLOSURE AND INCONTESTABILITY

This Policy has been issued on the representation of the Policyholder and/ or Life Insured that he/she has made full disclosures of all relevant facts and circumstances. Any concealment, non-disclosure, misrepresentation or fraud by the Policyholder and/ or Life Insured shall render the Policy liable for cancellation and shall be grounds for the Company to avoid all or any liability. If it deems fit, the Company may also forfeit the Premium(s) received.

The Company also draws the attention of the Policyholder to Section 45 of the Insurance Act, 1938, which states as follows:

“No policy of life insurance effected 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.”

16. ELECTRONIC TRANSACTIONS

In conducting electronic transactions, for and in respect of the Policy, or in relation to any of Our products and services, You shall adhere to and comply with all such terms and conditions as prescribed by Us. Such electronic transactions are legally valid and shall be binding on You.

17. CLAIMS

Subject to full disclosure and incontestability provision stated above and the Policy remaining in full force and We having satisfactory proof of the happening of the Insured Event and its cause, and the receipt by Us of the claimant's statement, original Policy, death certificate, attending physician's statement, hospital treatment certificate, burial/cremation statement, employer's certificate, F.I.R/post-mortem report (wherever applicable), photo-identity proof of the claimant, documents establishing right of the claimant and such other documents required by Us at that time, We will settle the claim.

18. DISPUTE REDRESSAL CELL

18.1 All consumer grievances and/or queries may be first addressed to Our customer helpdesk as mentioned below or the servicing General Office as mentioned in the Schedule.

90A, Sector 18, Gurgaon, 122002,
Haryana, India
Tel No :
Email: service.helpdesk@maxnewyorklife.com

18.2 In case You are not satisfied with the decision of the above office, or have not received any response within 14 days, You may contact by way of a written complaint signed by You/ complainant or by Your/complainant's legal heirs with full details of the complaint and Your/Complainant's contact information, to the following official for resolution:

Head Operation and Delivery,
Max New York Life Insurance Co. Ltd
Plot No. 90A, Sector 18,
Gurgaon, 122002, Haryana, India
Toll free – 1800 200 5577
email- manager.service@maxnewyorklife.com

18.3 In case You are not satisfied with Our decision, or have not received any reply from Us within a period of one month, You may approach the Insurance Ombudsman at the address mentioned in Appendix A or at IRDA Website, if Your grievance pertains to:

- a) Any partial or total repudiation of claims by Us;
- b) Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- c) Delay in settlement of claim;
- d) Any dispute with regard to premium paid or payable in terms of the Policy;
- e) Non-issue of any insurance document to customers after receipt of premium.

18.4 As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made within a period of one year after the Insurer has rejected the representation or sent his final reply on the representation of the complainant, provided the complaint is not on the same matter, for which any proceedings before any court, or consumer forum or arbitrator is pending.

19. NOTICES

All notices meant for Us must be in writing and delivered to Our address as mentioned in Section 19.1 above, or such other address as We may notify 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 the address of the nominee changes, You must notify Us immediately.

20. GOVERNING LAW AND JURISDICTION

Indian law shall govern this Policy and the relationship between You and Us. The competent courts in India shall have exclusive Jurisdiction in all matters and causes arising out of this Policy.

ENDORSEMENT

Total stamp value : ₹

Annexure A

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD 2nd Flr., Ambica House,Nr. C.U. Shah College, 5, Navyug Colony, 2, Ashram Road, AHMEDABAD – 380 014	(O) 079-27546150, 27546139 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.)-462 023.	(Tel.:- 0755-2569201 Fax : 0755-2769203 E-mail: bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR 62, Forest Park, BHUBANESHWAR-751 009	Tel.:- 0674-2596455 Fax : 0674-2596429 Email : ioobbsr@dataone.in	Orissa
CHANDIGARH S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017	(O) 0172-2706196, 2705861 EPBX: 0172-2706468 Fax: 0172-2708274 E-mail : ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018	Tel.:- 044-24333668 /5284 Fax : 044-24333664 E-mail : insombud@md4.vsnl.net.in	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002	(O) 011-23239611,23237539, 23237532 Fax: 011-23230858 E-mail : iobdelraj@rediffmail.com	Delhi & Rajashthan
GUWAHATI “Jeevan Nivesh”, 5 th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM)	Tel.:- 0361-2132204/5 Fax : 0361-2732937 E-mail : ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004.	Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KHOCHI 2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015	(O) 0484-2358734, 2359338, 2358759, Fax:0484-2359336 E-mail: ombudsmankochi@yahoo.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry
KOLKATA North British Bldg. 29, N. S. Road, 3rd Flr., KOLKATA -700 001.	(O) 033-22134869, 22134867, 22134866, Fax: 033-22134868, E-mail : iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001	LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054.	Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra, Goa