

TATA AIA LIFE SUMANGAL BIMA YOJANA (NON-PAR)

BASIC DEFINITIONS

In this Policy:

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

"**Insured**" means the person whose life is insured under the Basic Policy as shown in the Policy Information Page.

"**Policy**" has the meaning ascribed to it in the section 'The Policy Contract'

"**We**", "**Us**", "**Our**" or "**Company**" means the Tata AIA Life Insurance Company Limited.

"**Issue Date**" or "**Commencement Date**" is the date when coverage under this Policy or its relevant Supplementary Contract takes effect. The Issue Date of the Policy is shown on the Policy Information Page and the Commencement Date is the date of issue of any endorsement indicated in the relevant endorsement if the original terms and coverage of the Policy are changed subsequently. Commencement Date is also the approval date of reinstatement of the Policy or its Supplementary Contract in case of any reinstatement.

"**Policy Date**" as shown in the Policy Information Page is the date from which Policy Anniversaries, Policy Years, Policy Months and and premium due dates are determined. "Policy Anniversary" refers to the same date each year as the Policy Date.

"**Policy Year**" means a one year period commencing on the Policy Date or on any Policy Anniversary thereof.

"**Maturity Date**" and "**Expiry Date**" of the Policy are shown in the Policy Information Page. Unless otherwise specified, the Expiry Date for a Supplementary Contract falls on the Policy Anniversary equal to the number of years for which premiums for the relevant Supplementary Contract are payable as shown in the Schedule of Benefits and Premiums of the Policy Information Page.

"**Face Amount**" means the sum assured of the Policy when the Policy is issued and is shown in the Policy Information Page. If the Face Amount is subsequently altered according to the terms and conditions of the Policy and/or an endorsement issued by Us, the adjusted amount after such alteration will become the Face Amount.

"**Cash Value**" means the gross amount, that is to be paid to You upon the termination of the Policy while it is in force. The Cash Value of the Policy is available provided that the premiums of the Policy have been paid for at least three Policy Years and is subject to the Guaranteed Surrender Value.

"**Guaranteed Surrender Value**" means the minimum guaranteed amount of Cash Value of the Policy, provided that the premiums of the Policy have been paid for at least three Policy Years. The Guaranteed Surrender Value, when allowable under the Policy, is equal to the percent as shown in the Policy Information Page, of the total amount of the premiums of the Basic Policy paid excluding the premiums for the first Policy Year and all extra premiums of the Basic Policy.

"**Auto Cover Period**" or "**ACP**" has the same meaning as described in Premium Provisions.

"**Total Policy Premium**" means amount equal to the total policy premium (that is Annual premium * premium paying term) as if the policy were on annual basis regardless of the policy's modal premium. Such amount should be excluding all extra premiums for medical and /or occupational loading (if any) without interest and services tax. This will exclude Accident Benefit Rider (optional) premium if opted for.

"**Total Premiums Paid**" means an amount equal to the total premiums paid as if the Policy were on annual payment mode regardless of the Policy's modal premium. Such amount should be excluding all extra premiums for medical and / or occupational loadings (if any) without interest and service tax.

"**Nominee**" is the person(s) nominated by You to receive the insurance benefits payable on the death of the Insured.

"**Supplementary Contract**" refers to an additional agreement attached to and providing insurance benefits in addition to the Basic Policy.

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

Your Basic Policy is called Tata AIA Life Sumangal Bima Yojana. It is a Non-Participating limited premium payment anticipated Endowment Plan which matures on the Maturity Date indicated on the Policy Information Page. Your Basic Policy provides benefits subject to the following terms and conditions:

- (1) **Death Benefit** - If the Insured dies while the Policy is in force and before the Expiry Date, We will pay the Face Amount to the Nominee, subject to Clause (4) below.
- (2) **Survival Benefit** - While the Policy is in force and during the lifetime of the Insured, We shall pay You the Survival Benefit as set out in the table below, provided all the premiums of the Policy are paid up to and the Insured is alive on the relevant Policy Anniversary at which the Survival Benefit is scheduled. Payment of the Survival Benefits will not reduce the Face Amount.

Policy Anniversary on which the Insured survives	Survival Benefit (as a percentage of the Total Policy Premium)
6th	10%
9th	20%
12th	30%

The entitlement to a Survival Benefit payment will cease upon the death of the Insured and shall not be payable during ACP or conversion of the Policy into a Reduced Paid-Up Insurance as described hereinafter.

- (3) **Maturity Benefit** - We will pay You the Maturity Benefit being 60% of the Total Policy Premium provided the premiums of the Policy is paid up to and the Insured is alive on the Maturity Date.
- (4) Any unpaid premiums and any balance of premium due for the full Policy Year in which death occurs shall be deducted from the death benefit payable.

GENERAL PROVISIONS

THE POLICY CONTRACT

This contract of insurance is made in consideration of Your proposal and payment of the required premium. The Policy, proposal, 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 duly authorized officer.

Your Policy consists of the basic insurance plan (the "Basic Policy"), the Supplementary Contracts and any endorsements which may be attached to it. The plan name of the Basic Policy and the product and/or code name are shown under the Schedule of Benefits and Premiums of the Policy Information Page.

INCONTESTABILITY

Except for fraud or non-payment of premiums and subject to the Misstatement of Age and Sex clause, this Policy but not any attached Supplementary Contract granting accident benefits, shall be incontestable after it has been in force during the lifetime of the Insured for two years from the Issue Date, or Commencement Date, whichever is later.

SUICIDE

If the Insured whether sane or insane, commits suicide within one year from the Issue Date or Commencement Date, whichever is later, Our liability shall be limited to the refund of premiums paid without interest. In case of reinstatement, such refund of premium shall be calculated from the Commencement Date.

MISSTATEMENT OF AGE AND SEX

This Policy is issued at the age and sex shown on the Policy Information Page which is the Insured's declared age at last birthday and declared sex in the Application. If the age and/or sex is misstated and higher premium should have been charged, the benefit payable under this Policy will be what the premiums paid would have purchased at the correct age of the Insured. If the Insured's age is misstated and lower premium should have been charged, the Company will refund any excess premiums paid without interest. If at the correct age the Insured is not insurable under this Policy or any of its Supplementary Contracts pursuant to Our Underwriting rules, the Policy or the relevant Supplementary Contract shall be void and We will refund the premiums paid without interest after deducting all payments made under the Policy or the relevant Supplementary Contract.

CURRENCY AND PLACE OF PAYMENT

All amounts payable either to or by Us will be paid in the currency shown on the Policy Information Page. Such amounts will be paid by cash or demand draft or cheque, drawn on a bank in the country in which the currency of this Policy is denominated. All amounts due from Us will be payable at Our office shown on the Policy Information Page.

FREEDOM FROM RESTRICTIONS

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

TERMINATION

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

- (1) The Maturity Date; or
- (2) The date of lapse of the Policy; or
- (3) The date of surrender of the Policy; or
- (4) Death of the Insured;

CLAIM PROCEDURES

Notice of Claim - All cases of death must be notified immediately to Us in writing. Other claims must be submitted in writing not later than 90 days after the date the insured event happens.

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 expense, within 120 days after the date the insured event happens, unless specified otherwise. A list of primary claim documents listing the normally required documents is attached as an Annexure to the Policy. Submission of the listed documents, forms or other proof, however, shall not be construed as an admission of Our liability.

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

Medical Examination - We reserve the right to request medical examination of the Insured. In case of death, we may require an autopsy.

FREE LOOK PERIOD

You have the right to cancel the Policy by giving written notice to Us and You will receive the premiums paid after deducting a) premium of attached Supplementary Contracts, if any, for the period on cover and b) medical examination costs and stamp duty which have been incurred for issuing the Policy. Such notice must be signed by You and received directly by Us within 15 days after You receive the Policy.

TAXES AND DUTIES

Service Tax is payable on life insurance premium as per applicable laws. We reserve the right to recover from the Policyholder, any levies and duties (including service tax), as imposed by the government, either by premium adjustment or other forms, as deemed appropriate.

OWNERSHIP PROVISIONS

THE POLICYHOLDER

You are the policyholder and beneficiary of this Policy as shown on the Policy Information Page until changed. Only You can, during the Insured's lifetime, exercise all rights, privileges and options provided under this Policy subject to the assignee's rights.

In the event of Your death while the Policy is in force, the Insured shall become the policyholder until changed and only the Insured will be entitled to exercise all rights, privileges and options provided under this Policy subject to the assignee's rights.

NOMINEE

The Nominee is named in the application and in the Policy Information Page unless subsequently changed. If a Nominee dies before the Insured, the payable benefits will be made to the surviving Nominee. If no nomination has been made, or all Nominees die before the Insured, the payable benefits will be made to You and, if You have died, then to Your legal heirs or legal representatives.

In the event of the death of the Insured whilst the Nominee is a minor, the money secured by the Policy shall be received by the appointee as named in the application unless subsequently changed.

If the appointee has predeceased the Insured, the money secured by the Policy shall be received by You and, if You have died, then by Your legal heirs or legal representatives.

CHANGE OF OWNERSHIP, NOMINEE AND ASSIGNMENT

While this Policy is in force, You may change the Nominee/appointee by giving a written notice to Us. Such change is valid only if recorded by Us during the lifetime of the Insured and endorsed on this Policy.

You may assign this Policy by giving Us a written notice satisfactory to Us. Unless the original or duplicate copy of this Policy and the assignment is also given to Us, We are not deemed notified of such assignment and You will continue to be the policyholder for all purposes.

We assume no responsibility for the validity or sufficiency of the nomination of the Nominee or appointment of the appointee or assignment.

PREMIUM PROVISIONS

PAYMENT

All premiums are payable on or before their due dates to Us either at Our issuing office or to Our authorized officer or cashier. The premium shall be paid in the policy currency stated in the Policy Information Page.

CHANGE

You may change the frequency of premium payments by written request, and such change shall be applicable only when We have approved the request for the same in writing. Subject to Our minimum premium requirements, premiums may be paid on an annual, semi-annual, quarterly or monthly mode at the premium rates applicable on the Issue Date.

DEFAULT

After payment of the first premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment.

GRACE PERIOD

A grace period of thirty-one days from the due date ("Grace Period") will be allowed for all modes of payment for payment of each subsequent premium. The Policy will remain in force during the period. If any premium remains unpaid at the end of its Grace Period, the Policy shall lapse and have no further value except as may be provided under the NON-FORFEITURE PROVISIONS or the AUTO COVER PERIOD Clauses below.

AUTO COVER PERIOD

If, at the end of the Grace Period, the due premium remains unpaid but two full years' premiums or more have been paid, the Basic Policy does not lapse but will continue in force for an Auto Cover Period (ACP) which shall be two years from the due date of First Unpaid Premium (FUP). All Supplementary Contracts attached to the Basic Policy will lapse automatically at commencement of the ACP. During the ACP, You can pay one or more overdue premiums with interest that We may require at Our sole discretion. On payment of such overdue premiums with interest, the ACP will be revised to two years from the due date of New FUP after such payment. All Supplementary Contracts attached to the Basic Policy, however, remain lapsed.

If the overdue premiums remain unpaid on expiry of the ACP, the Policy will lapse except as may be provided under the NON-FORFEITURE PROVISIONS.

DEDUCTION OF PREMIUM AT DEATH

If there is a death claim under the Policy, any balance of the premiums due for the full Policy Year in which death occurs and any overdue premium with interest shall be deducted from the proceeds payable under the Policy.

REINSTATEMENT

If the Policy has lapsed due to non-payment of premiums and subject to the Policy not having been surrendered, it may be reinstated, at Our absolute discretion, within three years after the first due date of the premium in default subject to: (i) Your written application for reinstatement; (ii) production of Insured's current health certificate and other evidence of insurability satisfactory to Us; (iii) payment of all overdue premiums with interest specified by Us.

Interest on overdue premiums will be compounded at an annual rate which We shall determine.

We will require evidence of insurability before reinstating any Supplementary Contract.

Any reinstatement shall cover any insured event which occurs after the reinstatement or Commencement Date.

NON-FORFEITURE PROVISIONS

ELECTIVE NON-FORFEITURE PROVISIONS

Subject to the Auto Cover Period clause, if You fail to pay the premium within the Grace Period after this Policy has acquired a Cash Value, You may elect one of the following non-forfeiture options by writing to Us before the expiry of Auto Cover Period:-

Option 1- Cash Value - To surrender this Policy for its Cash Value. Such Cash Value is equal to the surrender value of the Policy. The surrender value of the Policy is the higher of (a) Guaranteed Surrender Value, if applicable; or (b) Special Surrender Value, which is the discounted value of Reduced Paid-up Face Amount as defined under option 2. The Company has the right to review the basis for calculating this discount factor from time to time. Any change in this discount factor will be subject to the prior approval of the IRDA.

Option 2- Reduced Paid-Up Insurance - To continue this Policy in force as a non-participating paid-up insurance Policy for a reduced Face Amount. The reduced Face Amount is an amount equal to 120% of the Total Premiums Paid under the Basic Policy (excluding any extra premiums) less all the Survival Benefits paid under the Policy, if any.

The reduced Face Amount shall be payable on the maturity of the Policy or on death of the Insured.

All Supplementary Contracts attached to the Basic Policy will lapse automatically upon You opting for a Reduced Paid-Up Insurance.

AUTOMATIC NON-FORFEITURE PROVISIONS

Subject to the Auto Cover Period clause, if premium is not paid within the Grace Period, and no nonforfeiture option has been elected before expiry of the Auto Cover Period, Option 2 will be deemed elected and the Policy will be converted into a Reduced Paid Up Insurance accordingly.