

PARTICIPATING TRADITIONAL ENDOWMENT PLAN [UIN: 140N032V01]

POLICY STANDARD TERMS & CONDITIONS

PRAMERICA LIFE SAHAJ SURAKSHA

POLICY DOCUMENT

Section One: Definitions & Interpretation

Words or phrases appearing in the Policy Document in initial capitals will have the meanings given to them below wherever they appear in the Policy Document:

Application Form means the application form and any other information given by the Policyholder to the Company before the inception of this Policy.

Appointee means the person that the Policyholder has named to receive payment under this Policy if the Nominee is a minor at the time when the payment becomes due under this Policy.

Basic Death Benefit means the amount specified in the Schedule of this Policy payable on the death of Life Insured, subject to the terms and conditions of this Policy.

Basic Sum Assured means the amount specified in the Schedule of this Policy payable on the Maturity Date in accordance with the terms and conditions of this Policy.

Final Bonus means a bonus declared by the Company in accordance with Section Four (c) (ii) below.

Grace Period means a period of 30 days from the due date of Policy Installment Premium.

IRDA means the Insurance Regulatory and Development Authority.

Life Insured means the person on whose life this Policy is effected and is the person named in the Schedule.

Maturity Date means the Policy Expiry Date as specified in the Schedule. This is the date on which coverage under the Policy ends.

Nominee means the person named in the Schedule who has been nominated by the Policyholder in accordance with Section Ten below.

Policy means the arrangements established by this Policy Document.

Policy Anniversary means the anniversary of the Policy Commencement Date.

Policy Commencement Date means the date of commencement of the Policy as specified in the Schedule.

Policy Document means these Standard Terms & Conditions, the Application Form and the Schedule as amended from time to time.

Policy Term means the period between the Policy Commencement Date and the Maturity Date.

Policy Year means a period of twelve months commencing on the Policy Commencement Date or Policy Anniversary.

Policyholder means the person named in the Schedule who has effected this Policy with the Company.

Premium means the amount payable by the Policyholder. The Schedule details the amount of each installment of Premium payable (**Policy Installment Premium**), how frequently the Premium is to be paid (**Premium Frequency**) and the term over which the Premium is to be paid (**Premium Paying Period**).

Reversionary Bonus means a bonus declared by the Company in accordance with Section Four (c) (i) below.

Schedule means the document attached to this policy providing a snapshot of the policy and benefit details (including any annexure attached to it from time to time and any endorsements the Company has made) and, if more than one, then the latest in time.

Surrender Value means the amount calculated in accordance with Section Eight below.

Where appropriate, references in this Policy Document to the singular include references to the plural, references to the male include references to the female and references to any statute include references to any subsequent changes to that statute.

Section Two: Termination of the Policy

This Policy shall immediately and automatically terminate on the occurrence of the first of the following events:

- a) The Maturity Date.
- b) The date of death of the Life Insured.
- c) The date on which the Policy lapses as per Section Six (a) below.
- d) The date of surrender of the Policy as per Section Eight below.
- e) The Policyholder failing to repay the loan amount due and / or any interest thereon in accordance with Section Nine below.

Section Three: Suicide

If the Life Insured commits suicide within one year of the Policy Commencement Date or the effective date of the reinstatement of this Policy, the Company's only obligation under this Policy will be to pay an amount which is the higher of:

- a) The sum of Premiums received by the Company till the Life Insured's death (excluding interest, service tax, education cess and underwriting extras, if any) and
- b) The Surrender Value (if any)

Section Four: Policy Benefits

- a) **Benefit Payable on Death**

Subject to Section Three above, if the Life Insured dies at any time before the Maturity Date while the Policy is in force for full policy benefits, then the Company will pay the Basic Death Benefit plus accrued Reversionary Bonus plus Final Bonus, if any, to the Beneficiary.

b) Benefit Payable on Maturity Date

If the Policy is in force for full policy benefits on the Maturity Date, the Company will pay the Basic Sum Assured plus any accrued Reversionary Bonus plus Final Bonus, if any, to the Policyholder:

c) Bonus

Company may declare following types of bonuses in respect of policies that are in force for full policy benefits as on the Bonus declaration date. Bonuses may be declared by the Company in its sole discretion and are not guaranteed:

- i) Reversionary Bonus: A Reversionary Bonus may be declared by the Company every year. Any such Bonus declared by the Company will accrue to the Policy and is guaranteed to be payable as part of policy benefits in accordance with the terms and conditions of the Policy.
- ii) Final Bonus: Company may declare a Final Bonus every year which is payable on termination due to Death, Maturity or Surrender. Any Final Bonus declared by the Company would be payable as part of policy benefits payable in accordance with the terms and conditions of the Policy.

Section Five: Payment Conditions

It is a condition precedent to the Company's liability to make any payment under the Policy that:

- a) The Company is immediately notified of the Life Insured's death in writing, and in any event within 90 days of the death. Company may condone the delay in filing a claim beyond 90 days where the claimant can establish that the delay was due to unforeseen circumstances and beyond the control of the claimant.
- b) The Company is provided with the opportunity of establishing to its satisfaction that a claim is payable.
- c) The Company shall be entitled to receive all reasonable cooperation and to seek any documentation and information, including but not limited to:
 - (1) The Company's claim form duly completed.
 - (2) The original Policy Document.
 - (3) Evidence of the Life Insured's date of birth if the Company has not admitted the Life Insured's age.
 - (4) The original or a legalised copy of the Life Insured's death certificate showing the circumstances, cause and the date of death.

Section Six: Payment of Premium & Discontinuation of Premium Payments

If the Premium Frequency is annual, the Premium must be paid on each Policy Anniversary till the end of the Premium Paying Period. If the Premium Frequency is semi-annual, quarterly or monthly, the Premium must be paid on the

date corresponding with the Policy Commencement Date in every half-year, quarter or month respectively till the end of the Premium Paying Period. If the date corresponding with the Policy Commencement Date does not exist in a particular calendar month, then the last day of that calendar month shall be deemed to be the due date for payment.

Policy Installment Premiums shall be deemed to have been paid only when received and realized by the Company.

- a) During the first three Policy Years, if any Policy Installment Premium is not received in full by its due date or within the Grace Period, then the Policy shall automatically lapse without any value at the end of the Grace Period. If the Life Insured's death occurs during the Grace Period, the Company shall deduct the Premium due from the amount payable in accordance with Section Four (a) above.
- b) Provided premium for first three policy years have been paid in full, and thereafter if any Policy Installment Premium is not received in full by its due date or within the Grace Period, then the Policy shall automatically become paid-up and a Paid-up Value shall be paid in case Life Insured dies subsequently but before the Maturity Date or survives up to the Maturity Date. The Paid-up Value is determined as follows:

$$\begin{aligned} \text{Paid-Up Value} &= \text{Paid-Up Sum Assured} \\ &\quad + \text{Accrued Reversionary Bonuses} \\ &\quad \text{till the date of first unpaid premium.} \\ &\quad + \text{Final Paid-up Bonus, if any} \end{aligned}$$

Where,

$$\text{Paid-Up Sum Assured} = (T/N * \text{Basic Sum Assured})$$

Where:

T = Total number of Premium paid under the Policy
N = Total number of Premium payable under the Policy over the entire Premium Paying Period

Final Paid-Up Bonus may be granted to the Policy upon it becoming paid up.

A paid up policy will not be entitled to any future bonuses.

A paid-up policy can be surrendered before the Maturity Date. On such event, the Surrender Value of paid-up policy would be paid and policy will immediately terminate.

The Surrender Value of paid-up policy is reviewable and shall be determined by the Company from time to time.

Section Seven: Reinstatement

Reinstatement is available up to three years from the date of first unpaid Premium before the Maturity Date. There shall be no reinstatement unless:

- a) The Policyholder gives the Company written notice for reinstatement at any time within three years from the date of first unpaid Premium before the Maturity Date.
- b) The Company agrees to reinstate the Policy, for which purpose the Policyholder shall comply with any requests for information and documentation made by the Company.
- c) The Policyholder makes payment of all outstanding Premiums from the last date of receipt of Premium to the proposed date of reinstatement, along with interest specified by the Company.

The reinstatement of the Policy shall only be effective from the date on which the Company has issued a written endorsement confirming the reinstatement of the Policy. The Policyholder understands and agrees that there is no obligation on the Company to reinstate the Policy or to reinstate it on the same terms and the reinstatement is subject to the underwriting requirements of the Company as applicable from time to time. The medical costs, if any, shall be borne by the Policyholder.

If the Policy is reinstated by the Company, then all Reversionary Bonuses that had accrued to the Policy before the Policy lapsed and all Reversionary Bonuses that would have otherwise accrued since the date of lapse to the date of revival will also be reinstated. Any final paid-up bonus added at the time of conversion of a policy to paid-up state would also get reversed.

Section Eight: Surrender of Policy

At any time after the commencement of the third Policy Year, and as long as the Premium due for at least first three Policy Years has been received by the Company, the Policyholder may surrender the Policy. On Surrender the Company will pay Base Surrender Value equal to higher of Guaranteed Surrender Value (GSV) and Special Surrender Value and the Surrender Value of accrued Reversionary Bonuses (if any) to the Policyholder.

The Policy will immediately terminate on the payment of Surrender Value.

Guaranteed Surrender Value = 30% of the total Premium received till the date of surrender – (Premium paid for the first Policy Year + associated service tax + education cess + extra premiums (if any))

The Special Surrender Value and Surrender Value of accrued Reversionary Bonuses are reviewable and shall be determined by the Company from time to time.

Section Nine: Loan

At any time after the commencement of the fourth Policy Year the Policyholder may avail of a loan under the Policy subject to the following:

- a) The Premium due for at least the first three Policy Years has been received in full by the Company;
- b) The total loan amount that will be granted by the Company shall not exceed 90% of the Surrender Value at any time;
- c) The Policyholder agrees to pay interest on the outstanding loan at the rate determined by the Company from time to time;

- d) The outstanding loan amount and unpaid interest on the loan amount shall be deducted from any amount payable under the Policy by the Company;
- e) The Policyholder agrees that the loan is subject to the terms and conditions of the Company as applicable from time to time.

If during the Policy Term the outstanding loan amount and unpaid interest on the loan amount is expected to exceed the projected Surrender Value for the following calendar month, the Company will send a written notice to the Policyholder to pay an amount as required by the Company towards loan repayment and/or interest within 30 days of the date of the notice, failing which the Policy shall automatically terminate without any value on the expiry of the notice period.

Section Ten: Nomination & Assignment

- a) The Policyholder will nominate a Nominee to receive the benefits payable under this Policy.
- b) The Policyholder may change any existing nomination by giving prior written notice to the Company. No change in nomination shall become effective before it is registered in the Company's records and the Company has sent an endorsement confirming the change of Nominee.
- c) If the Policyholder dies before making a nomination or if all Nominees die before a payment becomes due under the Policy, then all amounts will be payable to the Policyholder's legal heirs or legal representatives, subject to the documentation and information specified by the Company being provided.
- d) If the Nominee is less than 18 years of age on the date of the Life Insured's death, the Company will pay all amounts due under the Policy to the Appointee and if there is no Appointee, then all amounts will be payable to the legal guardian of the Nominee, subject to the documentation and information specified by the Company being provided.
- e) The Policyholder may assign the Policy at any time before the Maturity Date as long as the assignment is made in accordance with the Company's policy on assignment (as amended from time to time). No assignment shall become effective against the Company until the Company has received a written notice of the assignment from the Policyholder along with a copy of the Policy Document, and the Company has sent an endorsement confirming that the assignment has been recorded.
- f) In registering an assignment, nomination or appointment, the Company does not accept any responsibility or expresses any opinion as to its validity or legality.

Section Eleven: Miscellaneous

a) Loss of the Policy Document

- i) If the Policy Document is lost or destroyed then the Company reserves the right to make such investigations into and call for such evidence of the loss of the Policy Document, at the Policyholder's

expense, as the Company considers necessary before issuing a duplicate Policy Document.

- ii) If the Company agrees to issue a duplicate Policy Document then:
 - (1) The Policyholder shall first pay the Company's fee for the issue of a duplicate Policy Document, and
 - (2) The original Policy Document shall cease to be of any legal effect and the Policyholder shall indemnify and keep the Company indemnified and hold the Company harmless from and against any costs, expenses, claims, awards or judgments arising out of, or howsoever connected, to the original Policy Document.

b) Notices

- i) All notices meant for the Company whether under this Policy or otherwise must be in writing and delivered to the Company at the address mentioned in Section Eleven (h) below.
- ii) All notices meant for the Policyholder will be in writing and will be sent by the Company to the Policyholder's address shown in the Schedule.
- iii) The Company shall not be responsible for any consequences related to or arising out of non-intimation of changes to the Policyholder's address.

c) Fraud

If the Policyholder, Life Insured, Nominee or Appointee, or anyone acting at their direction or with their knowledge, makes or advances any claim under this Policy knowing it to be false, fraudulent, misleading or dishonest in any respect, then this Policy shall be void and any amount actually paid or potentially payable shall be forfeited.

d) Currency & Territorial Limits

All Premium and any amounts payable under the Policy are payable within India, and in the currency of the Policy as specified in the Schedule.

e) Governing Law & Jurisdiction

Any and all disputes or differences arising out of or in respect of this Policy shall be governed by and determined in accordance with Indian law and shall be subject to the jurisdiction of Indian Courts.

f) Entire Contract & Agent's Authority

The Policy Document comprises the entire contract between the Policyholder and the Company, and it cannot be changed or altered unless the Company approves of it in writing by endorsement on the Schedule and, where required, the approval of the IRDA has been obtained.

The insurance agent is authorised to arrange the completion and submission of the Policyholder's Application Form. No insurance agent is authorised to amend the Policy Document, or to accept any notice on the Company's behalf or to accept payments on the Company's behalf. If any money meant for the Company in any form is paid to an insurance agent then such

payment is made at the Policyholder's risk and the agent will be acting only as the Policyholder's representative.

g) Section 45 of the Insurance Act, 1938

No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policyholder and that the policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the Life Insured was incorrectly stated in the proposal.

h) Customer Service

For any clarification, service request, query or complaints, the Company may be contacted at:

- a. Customer Service Help Line: 1800-102-7070 (Toll Free) (9.00 am to 7.00 pm from Monday to Saturday)
- b. Email: contactus@pramericalife.in
- c. Website: www.pramericalife.in
- d. Communication Address:

Customer Service, Pramerica Life Insurance Ltd.,
4th Floor, Building No. 9 B, Cyber City, DLF City
Phase III, Gurgaon – 122002
Office hours: 9.00 am to 6.00 pm from Monday to Friday

i) Grievance Redressal

- I) Head - Grievance Redressal Officer:

If the response received from the Company is not satisfactory or no response is received within two weeks (business days) of contacting the Company, the matter may be escalated to:

- a. Email: customerfirst@pramericalife.in
- b. Communication Address:

Head - Grievance Redressal Officer,
Pramerica Life Insurance Ltd.,
4th Floor, Building No. 9 B, Cyber City,
DLF City Phase III, Gurgaon - 122 002

- II) IRDA - Grievance Redressal Cell:

If after contacting the Company, the Policyholder's query or concern is not resolved satisfactorily or within timelines, the Grievance Redressal Cell of the IRDA may be contacted at:

- a. Call Center Toll Free number: 155255

- b. Email: complaints@irda.gov.in
- c. Complaints against Life Insurance Companies:

Insurance Regulatory and Development Authority, Consumer Affairs Department, United India Tower, 9th floor, 3-5-817/818, Basheerbagh, Hyderabad - 500 029

III) Insurance Ombudsman:

The office of the Insurance Ombudsman has been established by the Government of India for the redressal of any grievance in respect of life insurance policies.

In case you are not satisfied with the decision of the Company or the resolution provided by the Company, you may approach the Insurance Ombudsman if your grievance pertains to:

- ✓ Insurance claim that has been rejected, or dispute of a claim in view of the legal construction of the Policy
- ✓ Delay in settlement of the claim
- ✓ Dispute with regard to Premium
- ✓ Non-receipt of your Policy Document

The address of the Insurance Ombudsman may be obtained from the following link on the internet:

Link:

http://www.irda.gov.in/ADMINCMS/cms/NormalData_Layout.aspx?page=PageNo234&mid=7.2

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 the complainant.

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Insurance 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.

j) Taxes

In respect of any payment made or to be made under this Policy, the Company shall deduct or charge taxes (including service tax) and other levies as applicable from time to time, at such rates as notified by the Government of India or a body authorised by the Government of India from time to time.