

# Policy Document

Capital Builder

A Unit-Linked Non- Participating Plan

**UIN-**

In this policy the investment risk in the investment portfolio is borne by the policyholder.

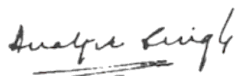
**Max New York Life Insurance Company  
Limited**

Regd Office: Max House, 1, Dr. Jha Marg,  
Okhla, New Delhi -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 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 the Schedule.

The Company agrees to pay the Benefits under this Policy in 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 (PAGE 01)**

**BASE POLICY** – Capital Builder

**TYPE OF POLICY** – UNIT LINKED (NON PARTICIPATING)

**OFFICE** –

<b>POLICY NO:</b>		<b>PROPOSAL NO:</b>	
		<b>DATE OF PROPOSAL:</b>	
<b>POLICYHOLDER / PROPOSER:</b>		<b>IDENTIFICATION SOURCE &amp; I.D. NO:</b>	
<b>DATE OF BIRTH:</b>		<b>SEX:</b>	
<b>ADDRESS:</b>			
<b>LIFE INSURED:</b>		<b>SEX:</b>	
<b>DATE OF BIRTH OF LIFE INSURED:</b>		<b>WHETHER AGE OF LIFE INSURED ADMITTED:</b>	
<b>ADDRESS:</b>			
<b>NOMINEE (S)</b>		<b>APPOINTEE (IF NOMINEE IS A MINOR)</b>	
<b>EFFECTIVE DATE OF COVERAGE:</b>			
<b>PREMIUM MODE:</b>			

**THE SCHEDULE (PAGE 02)**

LIST OF COVERAGES	POLICY TERM	MATURITY DATE	INSURED EVENT	SUM ASSURED (Rs.)	ANNUAL TARGET PREMIUM (Rs.)	DUE DATES WHEN ATP PAYABLE/ DATE WHEN THE LAST INSTALMENT OF ATP IS PAYABLE.	MODAL FLAT EXTRA PREMIUM	WHETHER DYNAMIC FUND ALLOCATION OPTION CHOSEN
<b>BASE POLICY &lt; Capital Builder &gt;</b>		dd/mm/yy	Maturity or Death of Life Insured					YES / NO
<b>RIDER Personal Accident Benefit</b>		dd/mm/yy	As stated in Rider document		Mortality charges @ Rs. 1.35 per Rs. 1,000 Sum Assured			
<p>THE BENEFITS ARE PAYABLE:</p> <p>A) If the Life Insured and the policyholder are same: to the Life Insured or his nominees or proving executors or administrators or other legal representatives who shall have taken out representation to his estate from a competent court.</p> <p>B) If the Life Insured and the policyholder are different: to the policyholder or proving executors or administrators or other legal representatives who shall have taken out representation to his estate from a competent court.</p>								

### 1. Available funds and investment objectives of funds:

**Growth Super Fund** : The investment objective of this fund is to provide potentially higher returns to the policyholders 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, hence the risk involved is relatively higher.

**High Growth Fund**: The investment objective of the High Growth Fund is to provide potentially higher returns to policyholders in the long term. The Fund will invest predominantly in equities of companies with high growth potential in the long term (to target growth in capital value of assets); however, the fund will also invest in government securities, corporate bonds and money market instruments, hence the risk involved is relatively higher.

**Balanced Fund**: The investment objective of this 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) for moderate level of risk.

**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.

**The investment pattern of the funds will be as follows:**

ASSET TYPES	GROWTH SUPER (%)	HIGH GROWTH (%)	BALANCED (%)	SECURE (%)
Govt. Securities	0 – 20	0 – 30	20 – 50	50 – 100
Corporate Bonds (Investment Grade)	0 – 20	0 – 30	20 – 40	0 – 50
Money Market Instruments / Cash	0 – 20	0 – 30	0 – 20	0 – 20
Equities	70 – 100	70 – 100	10 – 40	NIL

### 2. Ratio in which the Premiums will be initially allocated in the Funds

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

### 3. Dynamic Fund Allocation

Under this feature, assets under management shall be maintained in the following fashion in the Growth Super and Secure Funds during the policy tenure. Allocation of premiums subject to allocation charge and switch of units (at no switching charge) will be done to achieve this objective.

Number of Years to Maturity	Assets under management to be maintained under the Growth Super Fund	Assets under management to be maintained under the Secure Fund
16 - 20 years	75%	25%
11 – 15 years	60%	40%
6 – 10 years	40%	60%
0 - 5 years	20%	80%

#### 4. Charges

##### A. Premium Allocation charge (as a % of ATP and Top Up):

As a %age of ATP due in respect of				As a %age of Top up Premium
1 <sup>st</sup> Policy year	2 <sup>nd</sup> Policy year	3 <sup>rd</sup> Policy year	4 <sup>th</sup> Policy year and onwards	
30%	10%	10%	2%	3%

##### B. Surrender Charge

Year	Surrender Charge (As a % of Annual Target Premium)
1	*100%
2	50%
3	42%
4	40%
5	35%
6	30%
7	25%
8	20%
9	15%
10	10%
11 and onwards	0%

\* In year one, surrender charge shall be levied at the rate of 100% of one ATP or Fund Value at the time of surrender, whichever is lower.

##### C. Fund Management Charge (as % of Net Assets)

Growth Super Fund	1.35% per annum
High Growth Fund	1.35% per annum
Balanced Fund	1.10% per annum
Secure Fund	0.90% per annum

The fund management charge may increase from time to time subject to approval of IRDA but shall not exceed 2% per annum of Net Asset for any fund.

##### D. Policy Administration Charge

The Policy Administration charge expressed as a percentage of the Sum Assured is the annual charge but recovered on each monthiversary in equal installments by cancellation of units at unit price.

Policy Administration Charge		
Year 1 & 2	Third policy year	Fourth year and onwards
2%	1%	Lower of 1% or Rs.125 per month

In case the policyholder reduces the sum assured during the tenure of the said policy, the policy administration charge shall then be calculated as percentage of such reduced sum assured.

##### E. Redirection Charge

First three redirections in a policy year will be free of charge. Subsequent redirections in a policy year will attract a redirection charge of Rs. 1,000 per redirection. This charge would be subject to increase with approval from IRDA but will not exceed Rs. 2,000 per redirection.

#### F. Switching Charge

First six switches in a policy year will be free of charge. The processing charge for subsequent switches shall be Rs. 500 per switch. This charge would be subject to increase with approval from IRDA but will not exceed Rs. 1,000 per switch.

#### G. Partial Withdrawal charge

First 6 partial withdrawals are free of charge in each policy year. Any subsequent withdrawal in the same policy year will attract a charge of Rs. 1,000 per partial withdrawal. This charge may increase with approval of IRDA but will not exceed Rs. 2,000 per partial withdrawal. Minimum amount for which request for partial withdrawal of units will be entertained is Rs. 10,000.

#### H. Annual Mortality Charge for Rs. 1,000 Sum at Risk:

Age at Entry	Mortality Charge per Rs. 1000 Sum at Risk (1 <sup>st</sup> Policy Year) Rs.	Attained Age	Mortality Charge per Rs. 1000 Sum at Risk (2 <sup>nd</sup> Policy Year and Onwards)Rs.
0	0		
1	0	1	0
2	0	2	0
3	0	3	0
4	0	4	0
5	0	5	0
6	0	6	0
7	0	7	0
8	0	8	0
9	0	9	0
10	0	10	0
11	0.810	11	0.608
12	0.954	12	0.716
13	1.170	13	0.878
14	1.283	14	0.963
15	1.386	15	1.040
16	1.481	16	1.111
17	1.571	17	1.179
18	1.654	18	1.241
19	1.730	19	1.297
20	1.798	20	1.349
21	1.859	21	1.395
22	1.913	22	1.435
23	1.962	23	1.472
24	2.003	24	1.503
25	2.038	25	1.528
26	2.065	26	1.548
27	2.086	27	1.565
28	2.099	28	1.574
29	2.106	29	1.580
30	2.106	30	1.580
31	2.108	31	1.581
32	2.162	32	1.621
33	2.243	33	1.682
34	2.354	34	1.766
35	2.497	35	1.872
36	2.668	36	2.001

37	2.867		37	2.151
38	3.098		38	2.323
39	3.357		39	2.518
40	3.695		40	2.772
41	4.045		41	3.033
42	4.352		42	3.264
43	4.684		43	3.513
44	5.098		44	3.823
45	5.598		45	4.199
46	6.188		46	4.641
47	6.869		47	5.152
48	7.637		48	5.728
49	8.494		49	6.371
50	9.439		50	7.079
51	10.474		51	7.856
52	11.597		52	8.698
53	12.809		53	9.607
54	14.110		54	10.583
55	15.500		55	11.625
			56	12.735
			57	13.897
			58	14.884
			59	16.134
			60	17.649
			61	19.428
			62	21.470
			63	23.776
			64	26.347
			65	29.180
			66	30.677
			67	34.583
			68	38.911
			69	43.702
			70	48.997
			71	54.841
			72	61.279
			73	68.363
			74	76.145
			75	84.683

## 1. 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”** refers to the Life Insured if he is also the policyholder or the policyholder if he is not the Life Insured 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”].
- c) **“Effective Date”** means the date specified in the Schedule on which the risk under this policy commences, which shall be the date of issue of policy, but shall not be earlier than Our receipt from You of the first instalment towards Annual Target Premium.

- d) **“Fund Value”** means the total number of Units held in Your Unit Account multiplied by the Unit Price.
- e) **“Funds”** mean as of the Effective Date (and subject always to Section 9.3) those Funds as detailed in the Schedule.
- f) **“Fund Management charge”** is a charge, as specified in the schedule, which is levied as a percentage of the value of assets and is appropriated by adjusting the Net Asset Value.
- 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 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 has been effected.
- j) **“Maturity Date”** means the date shown in the Schedule on which the benefits under this policy, become payable, in accordance with Section 3.2 if Life Insured is living on that date.
- k) **“Monthiversary”** means the date in every month corresponding most closely with the Effective Date.
- l) **“Mortality Charge”** is the charge, as specified in the schedule, which is levied for providing risk cover to the life insured. This charge is exclusive of any expense loading. Mortality charges are guaranteed during the contract period and are those filed with the IRDA.
- m) **“Policyholder”** means the person who owns the policy.
- n) **“Policy”** means this **“Capital Builder” unit linked investment plan**, 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.
- o) **“Policy Anniversary”** means the anniversary of the Effective Date.
- p) **“Policy Year”** means a 12 calendar month period commencing with the Effective Date and every policy anniversary.
- q) **“Policy Term”** means the term of the policy selected by You as per Section 2.3 and as specified in the schedule.
- r) **“Premium Allocation Charge”** is a charge, as specified in the schedule, expressed as percentage of premium received. This charge will be deducted from the premiums received and the balance will be allocated to purchase the Units.
- s) **“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.
- t) **“Partial Withdrawal Charge”** is a charge as specified in the Schedule, levied on the Unit Account at the time of partial withdrawal of the units from the fund. This will be recovered by cancellation of units in the Unit Account at their unit price.
- u) **“Redirection Charge”** is a charge as specified in the schedule, for redirecting Your future premiums between available Funds.



- v) **“Sum Assured”** means the guaranteed amount as specified in the Schedule, net of permissible partial withdrawals, payable on the death of the life insured.
- w) **“Switching Charge”** is a charge as specified in the schedule, for switching monies from one fund to another available fund. This charge is levied at the time of effecting the switch.
- x) **“Surrender Charge”** is a charge, as specified in the schedule, which is levied on the Fund Value at the time of surrender of the policy.
- y) **“Settlement Option”** is a facility made available to the policyholder in accordance with Section 3.3 to receive the maturity proceeds in a defined manner.
- z) **“Top-up Premium”** is an amount paid at irregular intervals, over and above the annual target premium in accordance with Section 6.2 whilst the policy is in force.
- aa) **“Unit”** means a notional part of the Funds created for the purposes set out in and subject to Section 8.
- bb) **“Unit Account”** means the account We open and manage for You as per Section 8, in which Units are allocated following the receipt of Premiums.
- cc) **“Unit Price”** means the Price of the Units as mentioned in Section 11.
- dd) **“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 assets on each working day of the Company.

- 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 Reference to days, unless context otherwise requires, means working days only.
- 1.5 Section headings are for ease of reference only and have no interpretive value.

## 2. ELIGIBILITY

- 2.1 The policy has been written on a single life basis.
- 2.2 The Life insured should be aged between 91 days to 55 years. With Personal Accident Benefit Rider, the minimum and maximum age of entry is 20 years and 55 years respectively.
- 2.3 The term of the policy which can be chosen is either 15 years or 20 years. The minimum age of Life Insured at maturity must be 18 years. The maximum age of Life Insured at maturity however cannot exceed 75 years.

## 3. BENEFITS

On the occurrence of the Insured Event, if the policy is in force, the Company will pay the following benefits:

### 3.1 Death Benefit

In case of death of Life Insured, the Company will pay death benefit which is

Higher of:

The fund value prevailing on the date which immediately follows the date of intimation of death to Us or the sum assured.

C)

Provided that if death of Life Insured occurs before attaining age of 11 years, the death benefit will be limited to the Fund Value prevailing on the date which immediately follows the date of intimation of death.

### 3.2 **Maturity Benefit**

If the life insured is living as on the Maturity Date, a benefit equal to the fund value prevailing on the maturity date will be paid to him and the Policy will come to an end unless the settlement option as stated in Section 3.3 below has been opted for.

### 3.3 **Settlement Option**

At least 3 (three) months prior to the maturity of the policy, you can opt for a settlement option, in which case the policy will continue after the maturity date **but without the death benefit** for a period not exceeding 5 years from the date of maturity [settlement period]. The settlement option opted by you and as accepted by us will entitle you to receive periodical payments of your fund value, subject to our prevailing Rules by cancellation of units at their Unit Price and all applicable charges excluding the mortality charge shall be recovered. During the settlement period, you will not be entitled to effect partial withdrawal or exercise switch options. The Unit Account continues during the Settlement period and all inherent investment risks shall be borne by you.

### 3.4 **Rider Benefit**

Benefit under the Rider selected by You shall be paid as per the terms and conditions stipulated in the applicable Rider document.

## 4. **SURRENDER**

You may by giving us a prior written request, surrender this policy, at any time after the completion of first policy anniversary, provided an amount equal to one ATP has been paid by You. Upon Our receipt of Your signed request for surrender of the policy, this policy will immediately terminate, however, the surrender value if any prevailing at the time of effecting the surrender shall be paid only after the completion of third policy anniversary.

## 5. **PARTIAL WITHDRAWAL**

5.1 At any time after the fifth policy anniversary, partial withdrawal of Units is allowed provided that the policy has a minimum Guaranteed Surrender Value equal to one ATP after partial withdrawal of units.

5.2 For the purposes of partial withdrawals, top up premiums received except top up premiums received during the last three policy years, are subject to a lock in period of three years from the date of receipt of such payment of top up premium.

5.3 The minimum amount for which a request for partial withdrawal of units will be entertained as per the Schedule. Partial withdrawals are subject to a charge as specified in the Schedule.

We may at any time impose a complete bar on partial withdrawal of units for a time period which We shall determine but not exceeding one month if, in Our sole and absolute discretion, We consider this to be in the interest of maintaining the stability of the Funds, or necessary to protect the interest of policyholders. 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.

5.4 The Sum Assured shall not be reduced at any point of time during the policy term except to the extent of partial withdrawals made during the two years period immediately preceding the death of Life Insured. However, on attainment of age 60 by the Life Insured, all partial withdrawals made within two years before attaining age 60 and all partial withdrawals made after attaining age 60 shall be set off against Sum Assured payable on death.

5.5 Partial withdrawal of units will not be allowed until the attainment of majority of the life insured if the policy has been taken on the life of a minor.

## 6. **PREMIUM**

6.1 Annual Target Premium as specified in the Schedule is payable by You on the due dates. The Premium Mode selected by you can be changed by giving us a written request and such change on acceptance shall become effective only on the policy anniversary following the receipt of such request by us. Change sought to Premium Mode will lead to a revision in the Modal Premium amount as specified in the Schedule.

6.2 In addition to the ATP You may pay Top-up premium, which can be paid at any time. The Payment of Top-up premium is subject to the following conditions:

- i. The aggregate amount of top-up premium at any time cannot exceed 25% of the ATP paid till such date.
- ii. The top-up premium will not have any insurance cover.
- iii. We will accept the Top-up premium provided there has been no default in Your payment of ATP and any such payment received will first be applied by Us in recovering the ATP due.
- iv. The minimum amount of premium which can be paid by way of Top-up Premium is Rs.3,750.00 which is subject to change as per Our rules with IRDA's prior approval

6.3 All premiums are subject to applicable taxes including service tax, which shall be charged to the account of the policyholder and shall be recovered by cancellation of units at unit price.

## 7. **ALLOCATION OF PREMIUM**

We will allocate the premiums received in the Funds subject to the premium allocation charge as specified in the schedule and according to the ratio in which the premium should be allocated in various Funds, as specified by you.

## 8. **UNITS**

8.1 We shall open a Unit Account on the Effective Date.

8.2 Units will be purchased and cancelled at the Unit Price. The number of Units shall be expressed up to three decimal places.

8.3 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.

## 9. **FUNDS**

We will (subject to Section 9.3) 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.

- 9.1 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 viz.:
- when one or more stock exchanges/ debt market which provide a basis for valuation for a substantial portion of assets of the Fund are closed down otherwise than for ordinary holidays.
  - when, as a result of political, economic, monetary or any circumstances out of 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.
- 9.2 We reserve the right to add, close, combine or alter any Fund with prior approval from IRDA. 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 closure, alteration 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.
- 9.3 The unit price 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.
- 9.4 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 would put into the fund in respect of each unit it allocates in order to preserve the interests of the existing policyholders.
- 9.5 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.
- 9.6 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 accordingly.

## 10. REDIRECTION AND SWITCH

### Redirection

- 10.1 Your future premiums may be redirected between Funds at any time. If You choose to redirect Your Premiums to more than one Fund, the amount paid into each Fund must meet Our minimum receipt requirements in force at that time. Your notice must quote Your policy number and it must specify precisely the Fund in which You wish to redirect the premium.
- 10.2 We will process the first three redirections in a policy Year free of charge. Subsequent redirections in a policy Year will attract a redirection charge as specified in the schedule.

## **Switch**

- 10.3 You may switch Units between available Funds, subject to a minimum switch amount of Rs. 5,000.
- 10.4 Following the 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.
- 10.5 We will process the first six Unit switches in a policy Year free of any switching charge. Subsequent switches will attract a switch charge as specified in the schedule.
- 10.6 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, in Our sole and absolute discretion, We consider this to be in the interests of maintaining the stability of the Funds, or necessary to protect the interest of policyholder. 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.
- 10.7 You may at the stage of proposal opt for “Dynamic Fund Allocation” option as specified in the schedule. You may opt out of the “Dynamic Fund Allocation” option chosen only once during the policy term, which will then be effective on the immediately next policy anniversary. Once opted out, You cannot again opt for the “Dynamic Fund Allocation”.

## **11. UNIT PRICE**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 All requests for switch, redirection or partial withdrawal 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.

## **12. CHARGES**

- 12.1 We shall levy the following charges :

i) Policy Administration Charge

The policy administration charge as specified in the schedule will be recovered throughout the policy term on each Monthiversary by cancelling Units in the Unit Account at their Unit Price.

ii) Fund Management Charge

The rate per annum for levying the fund management charge for each fund is as specified in the schedule.

The rate to be levied at each Valuation Date 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 assets on each Valuation Date.

iii) Premium Allocation charge

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

iv) Redirection charge

Redirection charge as specified in the schedule shall be recovered by cancellation of units from the Unit Account at the Unit Price.

v) Switching Charge

Switching Charge as specified in the Schedule shall be recovered by cancellation of Units at the Unit Price.

vi) Mortality charge

Mortality charge as specified in the schedule for providing risk cover to the life insured shall be recovered in the following manner.

On each Monthiversary, an appropriate number of Units, including a part thereof, in the Unit Account will be cancelled at their Unit Price to meet mortality for the life insurance.

- 12.2 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.

**13. TERMINATION OF POLICY**

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

- i) The date upon which We receive Your surrender request under Section 4.
- ii) On payment of Maturity Benefit.
- iii) On death of life insured.
- iv) If at any time, after the third policy anniversary, the Fund value equals to or is less than one ATP, the policy will terminate and we will pay the surrender value(if any).

**14. LAPSE**

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

- a) If all the due Annual Target Premiums as applicable 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 Section 15.
- b) During the revival period, the insurance cover under the policy will continue and all due charges would be levied and recovered. However, if the Fund Value reaches an amount equal to one Annual Target Premium, the contract shall be terminated and the fund value will be paid.
- c) At the end of the revival period, if the policy is not revived, the policy holder will have an option to continue the policy with the insurance cover, levying all applicable charges as mentioned in Section 12 until the fund value reaches an amount equal to one Annual Target Premium.

14.2 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, the insurance cover under the policy shall cease immediately on expiry of the grace period and the Unit Account will be closed.
- b) We will give you an opportunity to revive the policy within the revival period as mentioned in Section 15.

On revival, the insurance cover as at the date of lapse will be restored and the Unit Account re-opened. The amount of premium paid at the revival date, together with an amount equal to the fund value prevailing 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 Section 11 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 the 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.

## 15. GRACE PERIOD AND REVIVAL OF LAPSED POLICY

- 15.1 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 have produced evidence of insurability acceptable to us as per Our underwriting practices, and
- iii) You pay us all overdue Annual Target Premiums and unpaid charges.

- 15.2 During the grace period we will accept the lapsed notice amount without interest. The insurance coverage continues during the grace period but in case of death of Life Insured during the grace period, we will pay the Death Benefit.

## 16. CHANGE IN SUM ASSURED

You may apply in writing to reduce the Sum Assured. We may agree to reduce the Sum Assured at Our sole discretion, subject to the following conditions:

- a) Any reduction in Sum Assured will be subject to our rules.
- b) Reduction in Sum Assured will result in a change in Annual Target Premium.
- c) All applicable charges shall be continued to be recovered.
- c) The reduction in Sum Assured shall be effective from the policy anniversary which follows our acceptance of your request.
- d) No request for increasing the sum assured shall be entertained.

## 17. GENERAL CONDITIONS

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

- i) "Capital Builder" is a Unit linked life insurance plan. Unit linked insurance products are different from the traditional insurance products and are subject to investment risk.
- ii) "Capital Builder" 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 Fund value or value of Unit Price. Depending on market risk and the performance of the Funds to which the Units are referenced, the Fund value may fall, rise or remain unchanged and the policyholder is responsible for his / her decisions. 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 any Fund of the Company is not necessarily indicative of the future performance of any of the Funds.
- vi) The Funds do not offer a guaranteed or assured return.
- vii) All premiums / benefits payable under the policy are subject to applicable laws and taxes including service tax, as they exist from time to time.
- viii) By definition this is a non-participating policy.

#### **18. 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.

#### **19. MEDICAL UNDERWRITING**

All proposals including revival of a lapsed policy will be subject to Our underwriting requirements and submission of all the necessary evidence including medical and other evidence, as We require for assessing the risk.

#### **20. MISSTATEMENT OF AGE**

Mortality charges are calculated based on the Age of the Life Insured declared in the Proposal. Without prejudice to the full disclosure and incontestability provisions, We may in Our sole discretion:

- a) In case Life Insured's age at the time of issuance of policy is lower or higher than the age declared, adjust the premium and / or benefits payable to those applicable had the true age been stated at issue and the policy would have been issued based on our underwriting rules at that time; and
- b) In case Life Insured's true age at the time of issuing the policy is higher than the maximum entry age limit under the policy, cancel the policy and pay the guaranteed surrender value (if any).

#### **21. VESTING ON ATTAINING MAJORITY**

If the policy has been issued on the life of a minor, the policy will automatically vest in him on his attaining age of majority (eighteen years) and thereafter the Life Insured would be the policyholder and the Company shall deal directly with him.

Any assignment or nomination of the policy contrary to this provision would be null and void

#### **22. NOMINATION AND ASSIGNMENT**

The person named by You in the proposal form as the nominee/s, shall be the person to whom the death benefit and other benefits payable after death of life insured under the policy will be paid. Such nomination only indicates the person, who is authorized to receive the amount on the 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 term of the policy and the same must be registered with Us.

You may also assign the benefits under the policy in favour of the person named by You whereby the beneficial interest, right and title under the policy gets transferred to such person. You can assign the entire policy, if any, and not individual benefits. An absolute assignment shall automatically cancel a nomination except any assignment in



favour of the Company. Notice of assignment (including any change thereof), should be submitted for registration to the Company.

In registering an assignment or nomination, the Company does not accept any responsibility or express any opinion as to its validity or legality.

**23. SUICIDE EXCLUSION**

Notwithstanding anything stated to the contrary in the policy, if the Life Insured under the policy dies by suicide, whether sane or insane, within 12 months from the Effective Date or the Date of any revival of this policy effected in the first 3 policy years, the policy coverage shall come to an end. In such an event, We will pay only the Fund value, if any prevailing on the date immediately following the date of intimation of death to us.

**24. CLAIMS**

Subject to full disclosure and incontestability provision stated below and the policy remaining in full force and We have satisfactory proof of the happening of the insured event and its cause, and our receipt 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.

**25. FREE LOOK PERIOD**

The policyholder has a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and where the policyholder disagrees to any of those terms or conditions, he has the option to return the policy stating the reasons for his objections, upon which he shall be entitled to refund of an amount which shall be equal to the non-allocated premium plus charges levied by cancellation of units plus fund value as at the date of cancellation of policy less expenses incurred on medical examination and on account of stamp duty.

**26. FULL DISCLOSURE & INCONTESTABILITY**

This policy has been issued on the representation of the policyholder that he has made full disclosures of all relevant facts and circumstances. Any concealment, non-disclosure, misrepresentation or fraud by the policyholder 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.

We also draw Your attention 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."

**27. DISPUTE REDERSSAL CELL**

All consumer grievances may be first addressed to Our Customer Helpdesk at 90 A, 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 or from the IRDA website address [www.irdaindia.org](http://www.irdaindia.org). The List of Ombudsman is attached as Appendix A.

**28. CURRENCY**

This policy is denominated in Indian Rupees.

**29. 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.

**30. 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.

**31. 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. You agree to keep Us indemnified and hold Us harmless from any costs, expenses, claims, awards or judgments arising out of or howsoever connected to the original policy documentation and this is an agreed condition precedent to Your right to any payment under this policy.

**32. TAX**

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, judgement or otherwise upon You, Your nominee or Us.

**33. FRAUD**

If You or anyone acting at Your direction or with Your knowledge, or any other 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.

**34. GOVERNING LAW & DISPUTE RESOLUTION**

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

ENDORSEMENT

Total stamp value : Rs. < >

## Appendix A

Office of the Ombudsman	NAME OF THE OMBUDSMAN AND Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri B.C. Bose	
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	Shri R.P. Dubey	
1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL - 462 011	(O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESWAR	Shri M.N. Patnaik	
62, Forest Park, BHUBANESWAR - 751 009	(O) 0674-2535220, 2533798 Fax:0674-2531607 Email : ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M. Chadha	
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	Shri K. Sridhar	
Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018	(O) 044-24333678, 24333668 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	Shri R. Beri	
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 & Rajasthan
GUWAHATI	Shri S.K. Kar	
Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021	(O) 0361-2413525 EPBX: 0361-2415430 Fax: 0361-2414051 E-mail : omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A. Chowdary	
6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.	(o) 040-23325325, 23312122, 65504123, Fax:040-23376599, E-mail : hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Smt. P.N. Santhakumari	
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	Shri K. Rangabhashyam	
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	Shri K.S.K. Khare	
Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001	(O) 0522-2201188, 2231330, 2231331 Fax:0522-2231310, E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Shri R.K. Vashishtha	
3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054	(O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052 Email: ombudsman@vsnl.net	Maharashtra, Goa