

# *Policy Document*

*Max New York Life SMART Xpress*

**UIN-104L051V02**

*(A Unit-Linked Non-Participating Plan)*

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

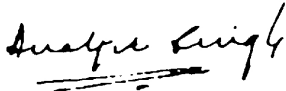
*Max New York Life Insurance Company Limited*

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

*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 : 29- Mar- 2010*

*Place of Issuance : New Delhi*

**THE SCHEDULE**

**BASE POLICY** - Max New York Life - SMART Xpress (3 Pay Plan)

**TYPE OF POLICY** - Unit Linked -Non Participating

**OFFICE**- MNYL Agency Distribution Nellaur

<b>POLICY NO</b> : 777604166		<b>PROPOSAL NO</b> : 777604166	
		<b>DATE OF PROPOSAL</b> : 23-Mar-2010	
<b>POLICY HOLDER/ PROPOSER</b> : MR. T J J RATHNAM		<b>IDENTIFICATION SOURCE &amp; I.D. NO</b> :	
<b>DATE OF BIRTH</b> : 17-Mar-1971		<b>GENDER</b> : Male	
<b>ADDRESS</b> : W/25/1186 PRAGATHI NAGAR A K NAGAR V NELLORE 524004 ANDHRA PRADESH			
<b>LIFE INSURED</b> : MR. T J J RATHNAM		<b>GENDER</b> : Male	
<b>DATE OF BIRTH OF LIFE INSURED</b> : 17-Mar-1971		<b>WHETHER AGE OF LIFE INSURED ADMITTED</b> : Yes	
<b>ADDRESS</b> : W/25/1186 PRAGATHI NAGAR A K NAGAR V NELLORE 524004 ANDHRA PRADESH			
<b>NOMINEE (S)</b> : MR.T JOHN KAMALESH		<b>APPOINTEE (In case Nominee is a minor)</b> GEETHA T	
<b>EFFECTIVE DATE</b> : 29-Mar-2010			
<b>PREMIUM MODE</b> : Annual			

LIST OF COVERAGES	MATURITY DATE	INSURED EVENT	SUM ASSURED (RS.)	ANNUAL TARGET PREMIUM (ATP) PAYABLE / SINGLE PREMIUM PAYABLE (Rs.)	DUE DATE WHEN ATP IS PAYABLE/ DATE WHEN THE LAST INSTALLMENT OF ATP IS PAYABLE.	MODAL FLAT EXTRA PREMIUM
<b>BASE POLICY</b>						
Max New York Life - SMART Xpress (3 Pay Plan)	29-MAR-20	Maturity or Death	500000	100000	29th of Mar Every Year; 29-mar-2012	NA
<b>RIDER(S)</b>						
Personal Accident Benefit	29-Mar-20	As stated in Rider Document	500000	Mortality charges @ Rs. 1.35 per 1,000 Sum Assured	29th of Mar Every Year; 29-Mar-2012	NA

**Funds**

The investment pattern of the funds will be as follows:

Funds and their Investment Objectives	Asset Class				
	Potential Risk-Reward	Government Securities	Corporate Bonds (Investment Grade)	Money Market and Cash Instruments	Equity
<b>Growth Super Fund:</b> The investment objective of this fund is to provide potentially higher returns by investing primarily in equities. However, the fund may also invest in government securities, corporate bonds and money market instruments hence the risk involved will be relatively high.	High	0-20%	0-20%	0-30%	70-100%
<b>Growth Fund:</b> The investment objective of this fund is to provide potentially higher returns by investing primarily in equities. However, the fund will also invest in government securities, corporate bonds and money market instruments hence the risk involved will be moderate to high.	High	0-30%	0-30%	0-40%	20-70%
<b>Balanced Fund:</b> The investment objective of this fund is to provide steady returns over the long term by investing in both fixed income securities such as government securities, corporate bonds etc. and equities to target moderate level of risk.	Moderate	20-50%	20-40%	0-40%	10-40%
<b>Dynamic Opportunities Fund:</b> The investment objective of this fund is to provide potentially higher returns by dynamically investing in equities, debt or cash instruments to take advantage of market conditions.	Moderate	0-100%	0-100%	0-40%	0-100%
<b>Conservative Fund:</b> Provides stable returns by investing in assets of relatively low to moderate level of risk. The fund will invest primarily in fixed interest securities such as Government Securities, corporate bonds etc. However, the fund may also invest in equities.	Low	50-80%	0-50%	0-40%	0-15%
<b>Money Market Fund:</b> The investment objective of the fund is to provide stable returns by investing in short term money market instruments like treasury bills and cash instruments. The declared net asset Value ("NAV") of the fund is guaranteed to be not less than the declared NAV of the previous day.	Low	Nil	Nil	100%	Nil
<b>Secure Fund:</b> The investment objective of this fund is to provide stable returns by investing in assets of relatively low risk. The fund will invest primarily in fixed income securities such as government securities, corporate bonds etc.	Low	50-100%	0-50%	0-40%	Nil
<b>Secure Plus Fund:</b> Provides safety of capital while providing a moderate return to the Policyholders. The fund will invest only in government securities, corporate bonds and money market instruments. <i>This fund is available with Systematic Transfer Plan option only.</i>	Low	60-100%	0-60%	0-40%	Nil

**Ratio in which the Premiums will be initially allocated in the Funds (this is based on choice indicated at the stage of proposal):**

Fund's Name	Allocation Percentage
Secure Fund	
Conservative Fund	
Balanced Fund	
Growth Fund	

<b>Growth Super Fund</b>	
<b>Dynamic Opportunities Fund</b>	
<b>Money Market Fund</b>	
<b>Secure Plus Fund (available under the Systematic Transfer Plan option only)</b>	<b>100</b>
<b>Total</b>	<b>100%</b>

**CHARGES:**

The following charges shall be levied during the Policy Term:

**A. Premium Allocation Charge (as a % of ATP and Top Up):**

This charge is calculated as a percentage of the Premiums payable and shall be deducted from the Premiums received before the Premiums are allocated to the Unit Account. The Premium Allocation Charge:

a) In respect of Year 1 are as under:

Premium Bands (Rs.)	Premium Allocation Charge as % of ATP	Premium Allocation Charge as a % of Single Premium
	In case of 3 Pay and 5 Pay	
Rs. 50,000 to 299,999	20%	7%
Rs. 300,000 to 499,999	18%	
Rs. 500,000 & above	16%	

b) In respect of subsequent years ATP: Allocation charge shall be 3% of ATP received.

c) In respect of Top up Premiums received: Allocation charge shall be 2% of Top-up Premium received.

**B. Fund Management Charge**

A Fund Management Charge is a charge levied for management of the Funds and is calculated as a percentage of net assets, at rates specified below and shall be levied at each Valuation Date throughout the Policy Term.

Secure Fund	Conservative Fund	Balanced Fund	Growth Fund	Growth Super Fund	Dynamic Opportunities Fund	Money Market Fund	Secure Plus Fund
0.90% p.a.	0.90% p.a.	1.10% p.a.	1.25% p.a.	1.25% p.a.	1.25% p.a.	1.25% p.a.	0.90% p.a.

The Company may revise the Fund Management Charge up to a maximum limit of 1.35% per annum subject to prior approval of the IRDA.

The Fund Management Charge shall be equal to the annual rate divided by 365 and multiplied by the number of days elapsed since the previous Valuation Date. The charge shall be recovered out of the net asset value on each Valuation Date.

**C. Policy Administration Charge:**

The Policy Administration Charge is a charge levied for administration of the Policy. This charge is recovered throughout the Policy Term, on each Monthiversary by cancelling Units in the Unit Account at their prevailing Unit Price.

i) In case of 3-pay and 5-pay premium payment option: Rs. 600/- per annum levied @ Rs. 50/- per month.

ii) In case of Single Premium payment option: Rs. 1200/- per annum levied @ Rs. 100/- per month.

The Policy Administration Charge shall be increased every year by 5% compounded annually.

**D. Switching Charge:**

No charge shall be levied to process requests for switching Units between different Funds. However, a maximum of 12 switches are permitted during a Policy Year. Requests for switching of Units for amounts less than Rs. 5000/- shall not be entertained.

**E. Redirection Charge:**

No charge shall be levied for redirecting future Premiums between available Funds. A maximum of 12 such redirections are permitted during a Policy Year.

**F. Surrender Charge**

This charge is calculated as a percentage of ATP/ Single Premium and shall be levied at the following rates on the Fund Value at the time of effecting surrender of the Policy:

If Policy is surrendered	Surrender Charge(as a % of ATP)	Surrender Charge (as a % of Single Premium)
	In case of 3-Pay & 5-Pay premium payment option	
In the 1st Policy Year	40%	9%
In the 2nd Policy Year	15%	8%

In the 3rd Policy Year	10%	7%
In the 4th Policy Year	5%	6%
In the 5th Policy Year	2.5%	4%
In the 6th Policy Year and onwards	Nil	Nil

#### G. Partial Withdrawal Charge

All partial withdrawals of units are processed free of charge subject to the following:

A maximum of 12 such partial withdrawals are permitted during a Policy Year. The minimum amount for which a request for partial withdrawal of Units will be entertained is Rs. 5,000/-, however;

- i) In case of 3-pay and 5-pay premium payment options: Partial withdrawal of units will be subject to a maximum of 20% of the prevailing Fund Value, provided the Policy has a minimum Fund Value equal to 1.5 times one ATP after effecting the partial withdrawal of Units.
- ii) In case of Single Premium payment option: Partial withdrawal of units will be subject to a maximum of 20% of the prevailing Fund Value provided the Policy has a minimum Fund Value equal to 20% of the Single Premium amount after effecting the partial withdrawal of Units.

#### H. Mortality Charge :

Mortality Charge is levied for providing risk cover to the Life Insured and is guaranteed during the Policy Term. This charge is levied on the sum at risk which is the sum total of the value of Death Benefits payable. Mortality Charge shall be as per the following table:

Attained Age of life insured	Mortality Charge per Rs 1000 of sum at risk	Attained Age of life insured	Mortality Charge per Rs 1000 of sum at risk	Attained Age of life insured	Mortality Charge per Rs 1000 of sum at risk	Attained Age of life insured	Mortality Charge per Rs 1000 of sum at risk
7	0.400	26	1.147	45	3.110	64	19.516
8	0.400	27	1.159	46	3.438	65	21.615
9	0.400	28	1.166	47	3.816	66	22.724
10	0.380	29	1.170	48	4.243	67	25.617
11	0.450	30	1.170	49	4.719	68	28.823
12	0.530	31	1.171	50	5.244	69	32.372
13	0.650	32	1.201	51	5.819	70	36.294
14	0.713	33	1.246	52	6.443		
15	0.770	34	1.308	53	7.116		
16	0.823	35	1.387	54	7.839		
17	0.873	36	1.482	55	8.611		
18	0.919	37	1.593	56	9.433		
19	0.961	38	1.721	57	10.294		
20	0.999	39	1.865	58	11.025		
21	1.033	40	2.053	59	11.951		
22	1.063	41	2.247	60	13.073		
23	1.090	42	2.418	61	14.391		
24	1.113	43	2.602	62	15.904		
25	1.132	44	2.832	63	17.612		

The Mortality Charge shall be levied on every Monthiversary by cancelling an appropriate number of Units at their Unit Price.

## 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:

- a) **"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.
- b) **"Annual Target Premium" or "ATP"** means the level premiums 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.
- c) **"Effective Date"** means the date on which the cover under this Policy commences, which shall not be earlier than the date of receipt by the Company of the first instalment of premium towards Annual Target Premium .
- d) **"Fund"** means funds described in the Schedule.
- e) **"Fund Value"** means the number of Units held in Your Unit Account multiplied by the Unit Price.
- f) **"Surrender Value"** means the Fund Value less the Surrender Charge.
- g) **"IRDA"** means Insurance Regulatory and Development Authority.
- h) **"Life Insured"** means the person on whose life the Policy has been effected.
- i) **"Maturity Date"** means the date as specified in the Schedule on which the policy matures and Maturity benefit become payable.
- j) **"Monthiversary"** means the date in every month corresponding most closely with the Effective Date.
- k) **"Policy"** means this **Max New York Life SMART Xpress, Unit Linked, Non-Participating 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 The Company's acceptance of the same.
- l) **"Policy Anniversary"** means the anniversary of the Effective Date.
- m) **"Policy Term"** means the term of the Policy which is fixed at 10 years.
- n) **"Policyholder"** means a person who owns the Policy.
- o) **"Policy Year"** means a 12 calendar month period beginning with the Effective Date and every Policy Anniversary, thereafter.
- p) **"Premium"** means every premium including the Annual Target Premium (ATP), Top-up Premium and single premium payable/ paid in accordance with the terms of the Policy.
- q) **"Single Premium"** means a one-time premium payment by single contribution at the stage of proposal.
- r) **"Sum Assured"** means the guaranteed amount payable on death of Life Insured.
- s) **"Top-up Premium"** is the amount of premium paid at irregular intervals, over and above the contractual Premium.
- t) **"Unit Price"** means the price of the Units.

- u) **"Unit"** means a notional part of the Fund created for the purposes set out in Section 9.
- v) **"Unit Account"** means the notional account we open and manage for You.
- w) **"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.

- 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. 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 60 years on the date of entry in case 3-pay or 5-pay premium payment options have been opted and between 91 days to 55 years in case Single Premium payment option has been opted. However, for Dread Disease Rider, the minimum and maximum age of entry can be 20 and 50 years respectively and for Personal Accident Benefit Rider, 20 and 55 years respectively.
- 2.3 The Policy Term is fixed at 10 years. The maximum age of Life Insured at maturity cannot exceed 65 years in case Single Premium payment option has been opted and 70 years if 3-pay or 5-pay premium payment options have been opted.

## 3. BENEFITS:

The Benefits are payable:

- (a) If the Life Insured and the Policyholder is the same person:- 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; or,
- (b) If the Life Insured and the Policyholder are different persons:- 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.

If the Policy is in force, the Company will pay the following benefits:

### 3.1 Death Benefit

In the event of death of Life Insured, the Company will pay higher of Sum Assured or the Fund Value prevailing on the date which immediately follows the date of intimation of death to Us.

Provided that if death of Life Insured occurs before attaining age 7, death benefit will be limited to Fund Value prevailing on the date which immediately follows the date of intimation of death to Us.

### 3.2 Maturity Benefit

- a) Maturity benefit is payable if Life Insured is living as on the maturity date:

b) If all the due Premiums have been received, the Company will credit the Units in the Unit Account towards the Guaranteed Loyalty Additions on each of the last 5 Policy Anniversaries. The value of the Units credited shall be as per the following:

- (i) In case Single Premium payment option has been opted, 0.5% of Single Premium amount received.
- (ii) In case 3-pay or 5-pay premium payment option has been opted, 4% of the amount of one ATP.

However, You shall not be entitled to the Guaranteed Loyalty Additions if you opt for Cover Continuance Option as specified under section 13.1 (d) of this Policy.

c) Maturity benefit equal to the Fund Value prevailing on the Maturity Date will be paid.

### **3.3 Settlement Option**

The Policyholder may at least 3 months prior to the maturity of the Policy, opt for a settlement option, pursuant to which the Company will continue to manage the Funds for the Policyholder for a maximum period of 5 years beyond maturity and make periodic payments of the Fund Value subject to the Company's rules. All applicable charges excluding the Mortality Charge shall continue to be levied and there shall be no risk cover. The Policyholder shall continue to bear all investment risks. Units will be cancelled at the Unit Price in order to make periodic payments of the Fund Value.

In case of death of Life Insured during the settlement period, the prevailing Fund Value will be paid. You may opt out of the Settlement option at any time pursuant to which the Company shall close the Unit Account and pay the prevailing Fund Value on the date of receipt of such request.

## **4. SURRENDER**

You may by giving a written request, surrender this Policy, at any time after the first Policy Anniversary, provided an amount equal to one ATP has been paid by You. On receipt of Your request, the Policy will terminate and the Unit Account shall be closed. However, the Surrender Value if any prevailing at the time of effecting the surrender shall be paid only after the third Policy Anniversary.

## **5. PARTIAL WITHDRAWAL**

5.1 The Policyholder may at any time, after the third Policy Anniversary, request for partial withdrawal of Units subject to such limits and applicable charges as are specified in the Schedule.

5.2 For the purposes of partial withdrawals, Top-up Premiums received except premium received during the last three Policy Years, is subject to a lock in period of three years from the date of receipt of such Top-up Premium.

5.3 We may, at any time, impose a complete ban on partial withdrawal of Units for a time period which We shall determine but not exceeding one month if, in the Company's 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 a 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 to the extent of partial withdrawals made except partial withdrawals made during a period of two years immediately preceding the death of Life Insured and partial withdrawals made after the Life Insured has attained age 60.

## **6. PREMIUM**

6.1 ATP as specified in the Schedule is due and payable on the dates as specified in the Schedule.

6.2 In addition to the contractual Premiums, You may at any time, pay Top-up Premium along with a written request.

- i. The aggregate amount of Top-up Premium at any time cannot exceed 25% of the contractual Premium and paid till such date;
- ii. The Top-up Premium will not have any insurance cover;
- iii. We will accept Top-up Premium provided there is no default in the payment of contractual Premiums and any such payment of Top - up will first be applied in recovering the contractual Premiums due.
- iv. No Premiums / Top- ups will be payable and accepted by the Company after the death of the Life Insured.

6.3 The Policyholder shall have monthly, quarterly, semi annual and annual modes of payment of Premiums. The Premium mode may be changed by the Policyholder by giving the Company a written request and such a change shall be effective only on the Policy Anniversary following the receipt of request by the Company. A change in the Premium mode will lead to a revision in the modal Premium amount specified in the Schedule.

## **7. ALLOCATION OF PREMIUM**

7.1 We will allocate the premiums, subject to Allocation Charge, in the Funds of your choice.

### **7.2 Systematic Transfer Plan (STP) Option**

a) In case You have chosen Single Premium or an annual premium payment mode, You may opt for a STP option, in which case the ATPs received, net of Premium Allocation Charge shall be allocated first to the Secure Plus Fund and immediately thereafter, on each subsequent 11 monthiversaries, 1/12th of the initial units purchased shall be automatically switched to the Growth Super Fund without attracting any switch charge.

In the event of an STP option, the Top up Premiums received shall be mandatorily invested in the Growth Super Fund. Partial withdrawal of units shall not be permitted from the Secure Plus Fund.

- b) You may opt out of or opt for the STP option by giving us a 30 days written notice. If accepted, the STP option will become operational on the Policy anniversary following the receipt of your request.
- c) In case you fail to pay the due Premiums within the grace period, the STP option would be deactivated and further due Premiums would be

invested in the Growth Super Fund by default unless You opt for a different fund . The STP option would become effective automatically in respect of due Premiums paid within grace Period.

## 8. CHANGE IN SUM ASSURED

You may at any time request the Company to increase or decrease the Sum Assured, which we may at our sole discretion accept to be effective on the Policy Anniversary next following the receipt of your request subject to the following:

- a) An increase in Sum Assured will require Underwriting by the Company;
- b) Any such increase or decrease shall be processed within the maximum and minimum limits fixed for Sum Assured under the Policy.
- c) The amount of ATP shall not change with any such increase or decrease in Sum Assured.
- d) All the applicable charges including the mortality charges shall be recovered on the amended amount of Sum Assured.

## 9. UNITS

9.1 We shall open a Unit Account as on the Effective Date.

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

9.3 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 the Company's profits or assets.

## 10. FUNDS

10.1 We will maintain a number of Funds having their own investment objectives. The Funds currently available for investment are described in the Schedule. We reserve the right to add, close, combine or alter any Fund with prior approval from the IRDA. We will send You 60 days prior written notice of the Company's 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 the Company's scheduled date of closure, alteration or combination, failing which, You agree that We shall, without liability, effect a transfer to what is, in the Company's view, the most conservative Fund available at that time.

10.2 The assets underlying each of the Funds shall be valued on each Valuation Date. We shall always endeavour to value the assets on each working day. We may have to defer the Valuation Date upto a maximum of 30 days under certain extreme circumstances viz.:

- i. 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.

- ii. when, as a result of political, economic, monetary or any circumstances out of the Company's control, the disposal of assets of the Fund is not possible, profitable or practical.

- iii. during periods of extreme volatility of markets.

- iv. natural calamities, strikes, wars, civil unrest, riots and "bandhs" or any other force majeure or disaster that affect the Company's normal functioning.

- v. If so directed by the IRDA.

10.3 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.

10.4 The Appropriation price shall apply, 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.

10.5 The Expropriation price shall apply, 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.

10.6 The value of a Fund will be determined on the basis of 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.

## 11. REDIRECTION AND SWITCH

### 11.1 Redirection

You may redirect Your future premiums between available Funds by giving Us 7 days prior written notice. If You choose to redirect Your future premiums to more than one Fund, the percentage of such premiums redirected to each Fund shall be subject to a minimum percentage limit at the relevant time. Your notice must quote Your Policy number and it must specify precisely the Fund in which You wish to redirect the premiums.

### 11.2 Switch

- a) You may switch Units between available Funds. We will cancel Units in the Fund You wish to exit and purchase Units in the Fund You wish to enter.

- b) We may at any time impose a complete or partial ban on switches for a time period We shall determine (but not exceeding 30 days) if, in the Company's 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.

11.3 No switch or redirection would be allowed to and from Secure Plus Fund.

## 12. UNIT PRICE

12.1 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.

12.2 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. For the sake of clarity, only the amount of due Premium shall be applied on the date of receipt of such Premium but not before its respective due date

12.3 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.

12.4 All requests for switch or redirection received upto 3:00 p.m. will be processed at the closing NAV of the day on which the request is received. All such requests received after 3:00 p.m. will be processed at the closing NAV of the next business day.

## 13. LAPSE

13.1 Discontinuance of Premiums after paying at least three consecutive years Premium:

- a) If all the due Premiums have been paid for at least three consecutive years and any subsequent due Premium is not paid within the grace period, an opportunity will be given to You to revive the Policy within the revival period as mentioned in Section 14.
- b) During the revival period, the insurance cover under the Policy and the Rider (if any) will continue and all due charges would be levied and recovered. However, if the Surrender Value reaches an amount equal to first year ATP, the Policy and the Rider (if any) shall terminate and only the Surrender Value will be paid after recovering the applicable surrender charge.
- c) Subject to 13.1 (d) below, at the end of revival period, the Policy and the Rider (if any) shall terminate and the Surrender Value shall be paid.
- d) You may request the Company in writing, atleast 30 days before the end of the revival period, to continue the insurance cover ("Cover Continuance Option") under the Policy and the Rider (if any). The Cover under this option shall continue till such time the Surrender Value reaches an amount equal to first year ATP.

However, if you opt for the Cover Continuance Option, no further Premiums will be accepted by Us and You shall not be entitled to receive the Guaranteed Loyalty Additions as mentioned in Section 3.2 (b) of this Policy

13.2 Discontinuance of Premiums within three years of inception of the Policy:

a) If all due Premiums in the first 3 Policy years have not been paid, the insurance cover under the Policy and the Rider (if any) 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 and the Rider (if any) within the revival period as mentioned in Section 14.

On revival, the insurance cover under the Policy and the Rider (if any) as at the date of lapse will be restored and the Unit Account re-opened. The amount of Premium paid on revival, together with an amount equal to the Fund Value prevailing as on the date of lapse, less any Premium Allocation Charge attributable to the Premium paid on revival, 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 determined as on the date of revival. An amount equal to the Policy Administration Charge falling due between the date of lapse and the date of revival will be levied on revival by canceling Units in the Unit Account at their Unit Price.

c) In case the Policy and the Rider (if any) is not revived during the revival period, the Policy and the Rider (if any) will terminate and the Surrender Value as on the date of lapse, if any, shall be paid at the end of the third Policy Anniversary or at the end of the revival period, whichever is later.

## 14. GRACE PERIOD AND REVIVAL OF LAPSED POLICY

14.1 A grace period of 30 days from the due date shall be allowed for payment of due Premium. The Policy can be revived at the Company's sole discretion, within a period of 36 months from the 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 due Premiums.

14.2 During the grace period, We will accept the due Premiums without interest.

## 15. Termination of Policy

This Policy shall terminate immediately upon the earlier of the following events:

- i) On the death of Life Insured.
- ii) The date on which We receive Your surrender request.
- iii) On the Maturity Date.
- iv) If the Surrender Value reaches an amount equal to first year's ATP as described in Section 13.1.

- v) On the expiry of revival period as described in Section 13, unless the Cover Continuance Option is opted.

#### **16. GENERAL CONDITIONS**

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

- i) "Max New York Life SMART Xpress" 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) "Max New York Life SMART Xpress" 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 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 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) By definition this is a non-participating policy.

#### **17. MISSTATEMENT OF AGE**

The Policy has been issued on the basis of the declaration of age of the Life Insured made by the Policyholder in the Proposal, 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, the Company may adjust the premium and / or benefits payable to those applicable had the true age been stated in the Proposal and the Policy would have been issued based on the Company's underwriting at that time; and in case the true age declared is found to be higher than the maximum age at entry, the Company shall cancel the Policy and pay Surrender Value .

#### **18. NOMINATION AND ASSIGNMENT**

The person named by You in the proposal form as the nominee/s, shall be the person(s) to whom the benefit secured under the Policy will be paid in the event of death of Life Insured. 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 the Company's 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.

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.

#### **19. 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.

#### **20. 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 from date of revival of the Policy within 3 years from the effective date, whichever is later, the Policy shall terminate and the Company will pay only the Fund Value, if any, prevailing on the date immediately following the date of intimation of death to the Company.

#### **21. CLAIMS**

Subject to full disclosure and incontestability provision stated below 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 Company 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.

#### **22. 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, the Policyholder has the option to return the Policy stating the reasons for his/her objections, upon which, he/she shall be entitled to refund of an amount 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.

#### **23. 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.

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."

## 24. DISPUTE REDRESSAL CELL

24.1 All consumer grievances may be first addressed to the Company's Customer Helpdesk at 90A, Sector 18, Gurgaon, 122002, Haryana, India or the servicing General Office as mentioned in the Schedule.

24.2 In case you are not satisfied with the decision of the above office, or have not received any response within 10 days you may contact by way of a written complaint signed by the complainant or by his legal heirs with full details of the complaint and contact information of complainant, to the following official for resolution:

Head Operation and Delivery, Tel No :1800 200 5577

email- service.helpdesk@maxnewyorklife.com

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

- (i) any partial or total repudiation of claims by an insurer;
- (ii) Any dispute on the legal construction of the Policy in so far as such disputes relate to claims;
- (iii) Delay in settlement of claim;
- (iv) Any dispute with regard to premium paid or payable in terms of the Policy;
- (v) Non-issue of any insurance document to customers after receipt of premium

24.4 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.

## 25. NOTICES

All notices meant for the Company must be in writing and delivered to the Company's address as mentioned in Section 24.1 above, or such other address as the Company may notify from time to time. All notices meant for You will be in writing and will be sent by the Company to Your address as shown in the Schedule. If You change Your address, or Your Nominee changes his address, You must notify Us immediately.

## 26. ELECTRONIC TRANSACTIONS

In conducting electronic transactions, for and in respect of the Policy, or in relation to any of the Company's

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.

## 27. TAX

The Premiums, charges and benefits are subject to taxes including service tax and cess , which shall be borne by the Policyholder and the same shall be recovered by cancelling Units at Unit Price.

## 28. GOVERNING LAW & 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

STAMP DUTY AMOUNT : 125



Raman Garg

Authorized Signatory

**APPENDIX A: List of Ombudsman**

Office of the Ombudsman	NAME OF THE OMBUDSMAN AND Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	<b>Shri B.C. Bose</b>	
2nd Flr., Ambica House,Nr. C.U. Shah College, 5, Navyug Colony, 2, Ashram Road, AHMEDABAD - 380 014	(O) 079-27546150, 27546139Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	<b>Shri R.P. Dubey</b>	
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
<b>BHUBANESWAR</b>	<b>Shri M.N. Patnaik</b>	
62, Forest Park,BHUBANESWAR - 751 009	(O) 0674-2535220, 2533798Fax:0674-2531607 Email : ioobbsr@dataone.in	Orissa
<b>CHANDIGARH</b>	<b>Shri K.M. Chadha</b>	
S.C.O. No. 101,102 & 103,2nd Floor, Batra Building,Sector 17-D,CHANDIGARH - 160 017	(O) 0172-2706196, 2705861EPBX: 0172-2706468Fax: 0172-2708274 E-mail : ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
<b>CHENNAI</b>	<b>Shri K. Sridhar</b>	
Fatima Akhtar Court, 4th Flr., 453(old 312 ),Anna Salai, Teynampet,CHENNAI -600 018	(O) 044-24333678, 24333668Fax: 044-24333664 E-mail : insombud@md4.vsnl.net.in	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>DELHI</b>	<b>Shri R. Beri</b>	
2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road,NEW DELHI - 110 002	(O) 011-23239611,23237539, 23237532Fax: 011-23230858 E-mail : iobdelraj@rediffmail.com	Delhi & Rajasthan
<b>GUWAHATI</b>	<b>Shri S.K. Kar</b>	
Aquarius,Bhaskar Nagar, R.G. Baruah Rd.,GUWAHATI - 781 021	(O) 0361-2413525EPBX: 0361-2415430Fax: 0361-2414051 E-mail : omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram,Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	<b>Shri P.A. Chowdary</b>	
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
<b>KOCHI</b>	<b>Smt. P.N. Santhakumari</b>	
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
<b>KOLKATA</b>	<b>Shri K. Rangabhashyam</b>	
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
<b>LUCKNOW</b>	<b>Shri K.S.K. Khare</b>	
Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001	(O) 0522-2201188, 2231330, 2231331Fax:0522-2231310, E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	<b>Shri R.K. Vashishtha</b>	
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