

## POLICY DOCUMENT

OK  
Charan P-1 page string

15/10/04

## 1. Definitions:

In the Policy Document, unless the context otherwise requires:

- (a) "Charges" means Insurance Charge, Investment Charges, Annual Administration Charges, Other Charges and Processing Charges.
- (b) "Sum Assured" means the Life Insurance Cover and is specified in the Policy certificate.
- (c) "Plan" means any of the segregated plans mentioned in Section 5 herein which are earmarked by the Company for the unit linked business of the Company under the Insurance Regulatory and Development Authority (the "IRDA") regulations.
- (d) "Annual Due Date" means the date corresponding numerically with the date of commencement of risk in each year subsequent to the year of issue of the Policy.
- (e) "Net Assets" means Market / Fair Value of Plan Investments plus Current Assets less Current Liabilities and Provisions.
- (f) "Top-up Single Premium" means an additional Single Premium paid whilst the Policy is in force.
- (g) "Units" means one undivided share in the assets under a Plan, representing a measure of the interest in the assets under a Plan.
- (h) "Unit Value" means the value per unit calculated in Rupees in accordance with the following formula  

$$\text{Unit Value} = \frac{\text{Market/ Fair Value of the Investments plus Current Assets less Current Liabilities and Provisions}}{\text{Number of Units outstanding under the relevant Plan; and}}$$
- (i) "Insurance Cover" means Life Insurance Cover, Accident and Disability Benefits Cover and Income Benefit cover.

## 2. Policy Description:

- 2.1 The Policy is a single premium unit linked life insurance policy.
- 2.2 Being a unit-linked life insurance policy, the Proposer/Life Assured has the option to allocate the Premium and any Top-up Single Premium paid by him among one or more of the Plan(s) for purchase of Units thereof.
- 2.3 The Policy enables the Proposer/Life Assured to participate only in the investment performance of the Plan, to the extent of allocated units and does not in any way confer any right whatsoever on the Proposer/Life Assured to otherwise share in the profits or surplus of the business of the Company.

## 3. Benefits Payable

## 3.1 Death Benefit

The Sum Assured shall be payable on death of the life assured before the Maturity date. After the payment of the Sum assured, the Policy shall continue and the withdrawal benefit and the maturity benefit as stated below shall be available.

## 3.2 Maturity Benefit

On the date of maturity, value of units as of the valuation date immediately following date of maturity shall be payable.

## 3.3 Withdrawal Benefit

Withdrawal benefit on the following scale shall be allowed after the completion of full five policy years. An unutilised withdrawal can not be carried forward. Only one withdrawal in a Policy year subject to a total of five withdrawals shall be allowed anytime during the term of the policy. The minimum amount that may be withdrawn at one time shall be Rs. 2000/- and the maximum amount that may be withdrawn is as follows;

Serial no. of withdrawal	% of value of units that may be withdrawn
1st withdrawal	20% of value of units
2nd withdrawal	25% of value of units
3rd withdrawal	30% of value of units
4th withdrawal	35% of value of units
5th withdrawal	40% of value of units

In case of a withdrawal of Units as specified herein above, the minimum aggregate value of units remaining across all the Plans should be Rs 10,000/- (Rupees Ten Thousand only). If the value of units remaining across all the Plans is less than Rs. 10,000/- (Rupees Ten Thousand only), the value of units under the policy shall be paid and the Policy shall be terminated. The Unit Value as of the Valuation Date following receipt of withdrawal request shall be applicable for withdrawal benefits.

### 3.4 Surrender of Policy

Surrender of policy is allowed after the completion of one policy year. The Policy which has acquired a surrender value can be surrendered. The surrender shall extinguish all the rights, benefits and interests under the Policy.

The Unit Value as of the Valuation Date following receipt of surrender request shall be applicable.

### 3.5 On the death of the Named Child before the Maturity Date, the Life Assured may: -

- nominate any other individual in place of the Named Child; Or
- surrender the Policy and the surrender value payable shall be subject to the conditions stated in Clause 3.4 above.

### 3.6 Supplementary Benefit/s are applicable if opted for and as specified in the annexure

## 4 Premium

The Policy is issued in consideration of the payment of the Premium by the Proposer/Life Assured. In addition, the Proposer/Life Assured / Nominee shall be entitled to make payment of Top-up Single Premiums.

### 4.1 Premium Allocation

The Premiums paid shall be utilised for purchase of Units in the following manner:

Premium (Rs.)	Percentage of Premium utilised for purchase of units
Less than Rs. 100000	96%
100000 and upto 499999	97.75%
500000 and above	98.75%

and in respect of Top-Up Single Premiums the utilisation of premium for purchase of units shall be 99%. The balance amount of Premium/Top-Up Single Premiums shall be used to meet the Other Charges detailed below. The Proposer/Life Assured has the option to allocate the Premium and any Top-up Single Premium(s) paid by him to one or more of the Plan (s) for purchase of Units thereof. In case where the Proposer/Life Assured does not exercise such option the entire amount to be utilised for purchase of units would be allocated to the Protector Plan. The number of Units purchased would be computed based on the Unit Value computed in the manner provided in Section 6.

## 5. Plans

### 5.1 The Plans

- Protector Plan
- Balancer Plan

c) **Maximiser Plan****Investment Objectives of the Plans and Indicative Portfolio Allocations****(a) Protector Plan**

**Objective:** The investment objective of this Plan is to provide accumulation of income through investment in various fixed income securities. The Plan seeks to provide capital appreciation while maintaining suitable balance between return, safety and liquidity.

**Indicative Portfolio Allocation**

Debt Instruments	:	Maximum 100%
Money Market & Cash	:	Maximum 25%

**(b) Balancer Plan**

**Objective:** The investment objective of this Plan is to provide a balanced investment between long-term capital appreciation and current income through investment in equity as well as fixed income instruments in appropriate proportions depending on market conditions prevalent from time to time.

**Indicative Portfolio Allocation**

Debt, Money market & Cash	:	Minimum 60%
Equity & equity related securities	:	Maximum 40%

**(c) Maximiser Plan**

**Objective:** The investment objective of this Plan is to provide long-term capital appreciation through investments primarily in equity and equity-related instruments.

**Indicative Portfolio Allocation**

Equity & equity related securities	:	Maximum 100%
Debt, Money market & Cash	:	Maximum 25%

The Company shall obtain the consent of the Life Assured/Nominee (in the event of the death of the Life Assured), when any change in the asset allocation pattern of the plans described above is considered necessary in the interest of the Life Assured on account of market conditions and/or political and economic force majeure and such change shall be carried out unless more than one fourths of the Life Assureds who hold units under the relevant plan disagree. The Life Assured who does not give his consent shall be allowed to switch the units under the relevant plan to any other plan without any charge or to withdraw the units in the plans at the then prevailing unit value and terminate the policy.

**5.2 Valuation Date**

The Valuation Date shall be the date as determined by the Company from time to time but not less frequently than once a week, for the purposes of computing the Unit Value as provided in Clause 6.

**5.3 New Plans**

New Plans may be introduced by the Company from time to time and the Proposers shall be notified of the introduction of such new plans. The Company may offer the Proposer the option to switch to those plans at such price and subject to such terms and conditions as may be imposed by the Company at that time. Switching between the existing Plans is subject to the terms and conditions detailed in Clause 7 herein.

**5.4 Investment of the Plans**

The Company shall select the investments, including derivatives and units of mutual funds, in respect of each Plan at its sole discretion subject to the investment objectives of the respective Plan and the IRDA Regulations in that behalf. All assets relating to the Plan shall be and shall remain in the absolute beneficial ownership of the Company. There is no trust created, whether express or implied, by the Company in respect of the investments in favour of the Proposer / Assignee/ Nominee of the Policy or any other person.

## 5.5 Plan Closure

Although the Plans are open ended, the Company may, at its sole discretion close any of the Plans on the happening of any event which in the sole opinion of the Company requires the said Plan to be closed. The Proposer shall be given at least three months prior written notice of the Company's intention to close any of the Plans and on and from the date of such closure, the Company shall cease to issue, redeem and cancel Units of the said Plan and cease to carry on business activities in respect of the said Plan. In such an event if the Units are not withdrawn or switched to another Plan by the Proposer/Life Assured, the Company will switch the said Units to any another Plan at its sole discretion. However no fee would be charged for switching to another Plan in the event of such closure of Plans.

## 5.6 Risks of investment in the Units of the Plans

The Proposer is aware that the investment in the Units is subject to the following, amongst others, risks and agrees that he is making the investment in the Units with full knowledge of the same.

- (i) SmartKid Unit Linked-Single Premium Policy is only the name of the Policy and does not in any way indicate the quality of the Policy, its future prospects or returns.
- (ii) Protector Plan, Maximiser Plan & Balancer Plan are the names of the Plans and do not in any manner indicate the quality of the Plan, their future prospects or returns.
- (iii) The investments in the Units are subject to market and other risks and there can be no assurance that the objectives of any of the Plans will be achieved.
- (iv) The Unit Value of the Units of each of the Plans can go up or down depending on the factors and forces affecting the financial and debt markets from time to time and may also be affected by changes in the general level of interest rates.
- (v) The past performance of other Plans of the Company is not necessarily indicative of the future performance of any of these Plans.
- (vi) The Plans do not offer a guaranteed or assured return.
- (vii) All benefits payable under the Policy are subject to the tax laws and other financial enactments as they exist from time to time.

## 6. Units:

6.1 The nominal value of the Units is Rs.10/- each. The Units are allocated in the manner described below and such allocations may be made up to 1/1000th of a Unit or such other fraction as the Company may, in its sole discretion, decide.

### 6.2 Creation of Units

- (i) If premium or Top up premium received and accepted at the Company's office on any business day before a Valuation date, the number of units of the relevant Plan to be created will be computed using the Unit Value on the Valuation Date following the date of receipt of premiums or following underwriting decision, wherever applicable.

Notwithstanding anything contained in the above clause, where the Policy is issued on the last day of the of the Financial Year of the Company and where the initial premium is received and accepted at the Company's office on the same day, the number of units of the relevant Plan to be created will be computed using the unit value on the last day of the Financial Year of the Company.

Notwithstanding anything contained in the above clause, where the Top up premium is received and accepted at the Company's office on the last day of the Financial Year of the Company, the number of units of the relevant Plan to be created will be computed using the unit value on the last day of the Financial Year of the Company.

- (ii) The Company may, at its sole discretion, change the date by which Premiums have to be received and accepted for the purpose of determining the Unit Value of the relevant Plan which are to be used for calculating the number of Units provided that the same shall be intimated to the Proposer at least 14 days before any such change.

- (i) If a request for cancellation/withdrawal/ switching of Units is received and accepted at the Company's Office on the business day before a Valuation Date, the number of Units of the relevant Plan to be cancelled/withdrawn/switched will be computed using the Unit Value of the respective Unit on that Valuation Date.

Notwithstanding anything contained in the above clause, where the request for cancellation/withdrawal/switch of units is received and accepted at the Company's office on the last day of the Financial Year of the Company, the number of Units of the relevant Plan to be Cancelled/Withdrawn/Switched will be computed using the Unit Value on the last day of the Financial Year.

- (ii) The Company may, at its sole discretion, change the time by which requests for cancellation/withdrawal/ switching have to be received and accepted for the purpose of determining the Unit Value of the relevant Plan which are to be used for calculating the number of Units provided that the same shall be intimated to the Proposer at least 14 days before any such change.
- (iii) While there is no surrender penalty currently, the Company, subject to prior approval from IRDA, may charge such penalty from any future date and also vary the penalty so charged from time to time.
- (iv) The Company may, in the general interest of the Unit linked policyholders and keeping in view unforeseen circumstances/ unusual market conditions, limit the total number of Units withdrawn on any day to 5% of the total number of Units then outstanding.

#### 6.4 Valuation of the Plans

The Unit Value shall be computed to three decimal places or any other fraction as the Company may decide at its sole discretion and the calculation of the Company in this regard would be final and binding for all purposes except in the case of manifest error. The valuation of the assets, of each Plan shall be made as per the valuation norms prescribed by the IRDA.

#### 7. Proposer/Nominee (in the event if the death of the life Assured) Options:

- 7.1 To pay one or more Top-up Single Premiums; with a direction to allocate the same towards the purchase of Units of such Plan as directed by the Proposer based on the Unit Value of the Units of the relevant Plan at such time computed in the manner provided in Section 6;
- 7.2 To transfer or switch any Units in a particular Plan to another Plan by cancellation of the Units to be switched and creation of new Units in the Plan being switched to and the Unit Value of the Units of each of the Plan at such time would be computed in the manner provided in Section 6. The minimum amount that shall be switched is Rs. 2000/- (Rupees two thousand only). One free switch shall be allowed in each policy year (which shall be each consecutive calendar year starting from the date of commencement of the Policy). Any unutilised free switch cannot be carried forward. For any non-free switch, a switching charge of 1% of the Unit Value of the Units switched will be levied; and
- 7.3 In exceptional circumstances such as unusually high volume of sale of investments within a short period, market conditions and political and economic force majeure, the Company may, in its sole discretion, defer the switching or withdrawal of Units and the surrender of the Policy for a period not exceeding six (6) months from the date of application. The determination of the existence of exceptional circumstances for the purposes of this Section shall be in the sole judgement of the Company.

#### 8. Charges:

##### 8.1 Insurance Charges

- (i) Insurance Charges will vary depending on:
- (a) the insurance Cover;
  - (b) the age nearer birthday of the Life Assured;
  - (c) the gender of the Life Assured;
  - (d) the occupation of the Life Assured; and
  - (e) the health of the Life Assured.
- (ii) The insurance charge shall be fixed on the date of commencement of the Policy and on each monthly Due Date and shall be recovered by cancellation of units.

**8.2 Investment Charge**

- (i) Protector Plan – at the rate of 0.25 % per annum of the net assets.
- (ii) Maximiser Plan- at the rate of 1% per annum of the net assets.
- (iii) Balancer Plan - at the rate of 1% per annum of the net assets.

The Investment Charge will be charged on each Valuation Date.

**8.3 Annual Administrative Charges**

The Annual Administrative charge shall be 1.25% of the net assets on each Valuation Date.

**8.4 Other Charges**

The balance Premium/Top-Up Premium after utilisation of the portion for purchase of units as detailed in clause 4.1 shall be used to meet the expenses, such as commission to agent, marketing and distribution expenses, medical examination expenses, policy stamp fee and policy issue expenses.

**8.5 Processing Charge**

A processing charge may be charged in respect of switching across Plans

**8.6 Recovery of Charges**

- (i) The Investment and Annual Administration charges will be priced in the Unit Value of the Plan. The other Charges would be recovered by cancellation of Units at the Unit Value. In the event that the Units are held in more than one Plan, the cancellation of Units will be effected in the same proportion as the Unit Value of Units held in each Plan.
- (ii) In the event the Unit Value is insufficient to pay for such charges, the Policy shall foreclose as provided in Section 9.

**8.7 Change in rate of Charges**

The Company reserves the right to change the investment charge at any time with prior approval from the IRDA upto a maximum of 1.50% per annum of the net assets for each of the plans.  
 The Company reserves the right to change the annual administrative charge at any time with prior approval from the IRDA upto a maximum of 2% per annum of the net assets for each of the plans.  
 The Company reserves the right to modify the Insurance charges and the Processing charge with prospective effect after giving a notice of three months to the policyholders.  
 The Proposer / Life Assured who does not agree with the modified charges shall be allowed to withdraw the units in the plans at the then prevailing unit value and terminate the policy.

**9. Foreclosure of the Policy**

The Policy shall terminate when the Unit Value is insufficient to pay for the Charges computed in accordance with the above Section 8 and the balance Unit Value, if any, would be paid upon such termination.

1. **Age**

- i) The insurance charges payable under the Policy have been calculated on the basis of the age of the Life Assured as declared in the Proposal. In case the age of the Life Assured has not been admitted by the Company, the Proposer/ Life Assured shall furnish such proof of age of the Life Assured as is acceptable to the Company and have the age admitted.
- ii) In the event the age so admitted (the "correct age") is found to be different from the age declared in the Proposal, without prejudice to the Company's other rights and remedies including those under the Insurance Act, 1938, one of the following actions shall be taken:
  - a) If the correct age is such as would have made the Life Assured uninsurable under the plan of assurance specified in the Policy Certificate, the plan of assurance shall stand altered to such plan of assurance as is generally granted by the Company for the correct age of the Life Assured, which will be subject to the terms and conditions as are applicable to that plan of assurance. If it is not possible to grant any other plan of assurance, the Policy shall stand cancelled from the date of issue of the Policy and the premium paid shall be refunded subject to the deduction of the expenses incurred by the Company on the Policy.
  - b) If the correct age is higher than the age declared in the Proposal, the insurance charges payable under the Policy shall be altered corresponding to the correct age of the Life Assured (the "corrected insurance charges") from the date of commencement of the Policy and the Proposer / Life Assured shall pay to the Company the accumulated difference between the corrected insurance charges and the original insurance charges from the commencement of the Policy up to the date of such payment with interest at such rate and in such manner as is charged by the Company for late payment of premium. If the Proposer/Life Assured fails to pay such accumulated difference, together with interest, the same shall be recovered by cancellation of Units.
  - c) If the correct age of the Life Assured is lower than the age declared in the Proposal, the insurance charges payable under the Policy shall be altered corresponding to the correct age of the Life Assured (the "corrected insurance charges ") from the date of commencement of the Policy and the Company may, at its discretion, refund without interest, the accumulated difference between the original insurance charges paid and the corrected insurance charges.

2. **Assignment and nomination:**

- (a) An assignment of this policy may be made by an endorsement upon the policy itself or by a separate instrument signed in either case by the assignor specifically stating the fact of assignment and duly attested. The first assignment may be only made by the Life Assured. Such assignment shall be effective, as against the Company, from and upon the service of a written notice upon the Company and the Company recording the assignment in its books. Assignment will not be permitted where the policy is under the Married Women's Property Act, 1874.
- (b) The Life Assured, where he is the holder of the Policy, may, in accordance with clause 3.5 above, make a nomination in favour of the named child for the purpose of payment of the moneys secured by the policy in the event of his death. Where the nominee is a minor, the Life Assured may also appoint a person to receive the money during the minority of the nominee. Nomination may be made by an endorsement on the Policy and by communicating the same in writing to the Company. Any change of nomination, which may be effected before the termination of the Policy shall also be communicated to the Company.

The Company does not express itself upon the validity or accept any responsibility on the assignment or nomination in recording the assignment or registering the nomination or change in nomination.

3. **Suicide:**

If the Life Assured commits suicide whether sane or insane, within one year from the issue date of this policy, the Policy shall be void and only the unit value as of the Valuation Date following the intimation of claim shall be paid.

4. **Special Provisions:**

Any special provisions subject to which this Policy has been entered into whether endorsed in the Policy or in any separate instrument shall be deemed to be part of the Policy and shall have effect accordingly.

**5. Incontestability:**

In case it is found that any untrue or incorrect statement is contained in the proposal/ personal statement, declaration and other connected documents or any material information has been withheld then, but subject to the provision of Sec.45 of the Insurance Act, 1938, the Policy shall be void and no benefit shall be payable thereunder.

**6. Notices:**

Any notice, direction or instruction given under the Policy shall be in writing and delivered by hand, post, facsimile or e-mail to

**In case of the Proposer/ Life Assured / Nominee :**

As per the details specified by the Policy holder / Life Assured / Nominee in the Proposal Form / Change of Address intimation submitted by him.

**In case of the Company:**

Address : Customer Service Desk  
ICICI Prudential Life Insurance Company Limited  
ICICI PruLife Towers,  
1089, Appasaheb Marathe Marg, Prabhadevi,  
Mumbai- 400 025

Facsimile : 022 24376727

E-mail : lifeline@iciciprulife.com

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

It is very important that the Policyholder immediately informs the Company about the change in the address or the nominee particulars to enable the company to service him effectively.

**7. Payment of Claim**

Before payment of any claim under the Policy, the Company shall require the delivery of the original of this Policy document and other documents as mentioned below establishing the right of the claimant or claimants to receive payment.

**Documentation for claim**

1. Original Insurance Policy
2. Claimant's statement
3. Death certificate issued by the local and medical authority in case of death claim
4. Medical evidence in case of health and disability rider claims.
5. Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the claim.

**8. Legislative Changes**

The terms and conditions including the premium and the benefits payable under this Policy are subject to variation in accordance with the relevant legislation.

**9. Electronic Transactions**

The Customer shall adhere to and comply with all such terms and conditions as the Company may prescribe 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, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.



- (a) For any clarification or assistance, the policy holder may contact our advisor or call our Customer Service Representative at the telephone numbers listed below during office hours (9.00 a.m. to 9.00 p.m.)

You may communicate with us on the following numbers:

Delhi	51617766
Haryana	9896177766
Punjab	9815977766
Rajasthan	9828020066
Uttaranchal	9897307766
Uttar Pradesh : Kanpur Lucknow	95522-2294555 2294555
Rest of Uttar Pradesh	9897307766

Chhattisgarh	9893127766
Goa	9890447766
Gujarat	9896277766
Madhya Pradesh	9893127766
Maharashtra : Mumbai Rest of Maharashtra	28307766 9890447766

Andhra Pradesh	9848577766
Karnataka	9845577766
Kerala	9895477766
Tamil Nadu : Chennai Rest of Tamil Nadu	52107766 9894477766

Bihar	1600222020
Jharkhand	1600222020
Orissa	1600222020
West Bengal	9831377766

All India Toll Free Number: 1600 22 2020

Alternatively you may communicate with us:

By mail at : Customer Service Desk  
ICICI Prudential Life Insurance Company Limited  
ICICI PruLife Towers,  
1089, Appasaheb Marathe Marg, Prabhadevi,  
Mumbai- 400 025

Facsimile : 022 24376727

E-mail : [lifeline@iciciprulife.com](mailto:lifeline@iciciprulife.com)

- (b) Grievance Redressal Committee

The Company has a grievance redressal mechanism for resolution of any dispute and any grievance or complaint in respect of this policy may be addressed to:-

Grievance Redressal Committee,  
Customer Service Desk,  
ICICI Prudential Life Insurance Company Limited  
ICICI PruLife Towers,  
089, Appasaheb Marathe Marg, Prabhadevi,  
Mumbai- 400 025

- (c) Ombudsman

The Central Government has established an office of the Insurance Ombudsman for redressal of grievances with respect to life insurance policies. For details of the Ombudsman log on to our website [www.iciciprulife.com](http://www.iciciprulife.com) or contact our Customer Service Desk.

**ANNEXURE**  
**Supplementary Benefits applicable if opted for**

**A. Accident and Disability Benefit**

**(I) Accident Benefit:**

Subject to the conditions set out below, if the Life Assured is involved in an accident, at any time before the his age nearer birthday is 65, resulting in his death the Company agrees to pay the person/s to whom the benefits are payable under the Policy an additional amount equal to the Accident and Disability Benefit Sum Assured (hereinafter referred to as "accidental cover") under this supplementary benefit. In the event of such death occurring while the Life Assured is using, as a fare paying passenger, authorised public mass surface transport namely bus or train, operating under terms of such authorisation, the additional amount payable under this benefit shall be enhanced to twice the amount of accidental cover under this supplementary benefit.

The conditions subject to which this benefit is payable, are:

- (a) the death due to accident must be caused by violent, external and visible means;
- (b) the death due to accident is not caused -
  - i) by attempted suicide or self inflicted injuries while sane or insane, or whilst the Life Assured is under the influence of any narcotic substance or drug or intoxicating liquor; or
  - ii) by engaging in aerial flights ( including parachuting and skydiving) other than as a fare paying passenger on a licensed passenger-carrying commercial aircraft (being a multi-engined aircraft) operating on a regular scheduled route; or
  - iii) by the Life Assured committing any breach of law; or
  - iv) due to war, whether declared or not or civil commotion; or
  - v) by engaging in hazardous sports / pastimes, i.e. taking part in (or practising for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off piste skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport.
- (c) the accident shall result in bodily injury or injuries to the Life Assured independently of any other means;
- (d) such injury or injuries shall, within 180 days of it's occurrence, directly and independently of any other means cause the death of the Life Assured; and
- (e) the death of the Life Assured shall occur before the policy anniversary on which his age nearer birthday is 65, whichever is earlier;

However, if the period of 180 days from the occurrence of the accident is current on the policy anniversary on which the Life Assured attains age 65 nearer birthday, the accident benefit shall be payable on death during that period.

**(II) Disability Benefit:**

Subject to the conditions set out below if the Life Assured is involved in an accident, at any time before the policy anniversary on which his age nearer birthday is 65, resulting in his total and permanent disablement, which will disable him to work or follow any occupation or profession, then with effect from and including the date of such disability (hereinafter called "Disability Date") the Company agrees to provide the following benefit: -

1. Commencing from the first anniversary of the Disability Date and on each anniversary thereafter pay in ten annual installments, each equal to one-tenth of the amount of accidental cover under this Supplementary Benefit. In the event of the policy resulting in a claim before the receipt by the Life Assured of the last such installment, then the installments remaining unpaid shall become payable along with the claim.
2. The conditions subject to which the benefit is payable, are:
  - (a) the disability must be caused by violent, external and visible means;
  - (b) the disability is not caused,

- i) by attempted suicide or self inflicted injuries while sane or insane, or whilst the Life Assured is under the influence of any narcotic substance or drug or intoxicating liquor; or
- ii) by engaging in aerial flights ( including parachuting and skydiving) other than as a fare paying passenger on a licensed passenger-carrying commercial aircraft operating (being a multi

- engined aircraft ) on a regular scheduled route; or
  - iii) by the Life Assured committing any breach of law; or
  - iv) due to war, whether declared or not or civil commotion; or
  - v) by engaging in hazardous sports / pastimes, i.e. taking part in (or practising for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off piste skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport.
- (c) If there are any other benefits payable under this supplementary benefit, then all such benefits shall cease to be available on and after the Disability Date.
- (d) The Disability must result within 180 days from the date of occurrence of the accident.
- (e) Written notice of any claim for the benefit shall be served on the Company within 120 days of the Disability Date and the admission of any claim for Disability Benefit will be subject to such proof (at the expense of the Life Assured), as the Company may reasonably require, that the Life Assured has become totally and permanently disabled. Such proof shall be furnished to the Company along with the submission of the notice of the disability.
- (f) The Company reserves the right to call for such medical examinations as they may require and for this purpose, may advise the Life Assured to submit himself to one or more medical examinations conducted by medical practitioner/s appointed by the Company, the cost of which shall be borne by the company.
- (g) The payment of the Disability Benefit and the continuation thereof shall be subject to such proof, as the Company may require, that the Life Assured has been totally and permanently disabled and has continued to be totally and permanently disabled. If such proof is not furnished or if the Life Assured shall refuse or fail to submit for medical examination/s when required to do so, or if at any time the Company is satisfied that a claim for benefit under this clause has been wrongly admitted, the Life Assured shall be deemed to have ceased to be totally and permanently disabled immediately from the date on which the Company has requested for the supply of such proof or submission to medical examination/s or, as the case may be, from the date on which the Life Assured is communicated of wrongful admission of the claim, and thereafter the policy shall continue under such terms and conditions as the Company may decide.

For the purpose of this benefit, a person shall only be regarded as "Totally and Permanently Disabled" if that person, due to accident or injury has suffered a loss such as:

the loss by physical separation of two limbs or the complete and irremediable loss of sight in both eyes or the loss by physical separation of one limb accompanied by the complete and irremediable loss of sight in one eye (where limb means an entire hand or foot), or has been continuously disabled for a period of six consecutive months and has been determined by the Company, after consideration of the reports and other information supplied by the Company's own medical practitioner, appointed to examine that person, to be incapacitated to such an extent as to render that person unlikely ever to resume work or to attend any gainful employment or occupation.

**(B) Income Benefit Rider**

Whilst the Policy is in force for the full Sum Assured, the Life Assured dies before the Policy Anniversary on which his age nearer birthday is 65 then commencing from the Policy Anniversary immediately following the death of the Life Assured and on each Policy Anniversary thereafter a sum amounting to 10% of the cover under this supplementary benefit shall be paid, the last instalment being payable on the Policy anniversary immediately preceding the date of termination of this supplementary benefit.

If the Life assured commits suicide whether sane or insane, within one year from the date of issue of this policy, this benefit cover shall be void.

