

TATA AIA LIFE NIRVANA

BASIC DEFINITIONS

In this Policy: “**You**” or “**Your**” means the Policyholder of this Policy as shown in the Policy Information Page.

“**We**”, “**Us**”, “**Our**” or “**Company**” refers to the Tata AIA Life Insurance Company Limited.

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

“**Policy Date**” as shown in the Policy Information Page is the date from which Policy Anniversaries, Policy Years, Policy Months and Premium Due Dates are determined.

“**Policy Anniversary**” refers to the same date each year as the Policy Date.

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

Maturity Date and Expiry Date are also the Vesting Date when referred to in this contract.

“**Vesting Date**” is shown under the Maturity/Expiry Date in the Policy Information Page.

“**Face Amount**” means the initial sum assured of the Basic Policy when the Policy is issued and is shown in the Policy Information Page. If the Face Amount is subsequently altered according to the terms and conditions of the Policy, the adjusted amount after such alteration will become the Face Amount.

“**Indebtedness**” means any unpaid policy loans including premium loan and accrued interest, unpaid premiums, deductibles and any other amounts owed to the Company.

“**Cash Value**” means the gross amount, before any deduction, that is to be refunded to the Policyholder upon the termination of the Policy while it is in force. Any Indebtedness will be deducted from the Cash Value of the Policy before payment. The Cash Value of the Policy, before any deductions, is subject to the Guaranteed Surrender Value.

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

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

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

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

INDIVIDUAL PENSION PLAN(PAR) ENDORSEMENT

Your Basic Policy is a deferred participating Endowment Policy, also known as Tata AIA Life Nirvana, which matures and vests on the date indicated on the Policy Information Page. Your Basic Policy provides benefits subject to the following terms and conditions:

1. **Guaranteed Addition** - If the Policy is in force on the 10th Policy Anniversary and during the lifetime of the Insured, we will add a term insurance of an amount equal to 10% of the Face Amount, without additional premium, to the Basic Policy on such Policy Anniversary. Such insurance amount will be payable on the Maturity Date or in the event of death of the Insured while the Policy is in force. Such Guaranteed Addition will cease upon conversion of the Policy into a Reduced Paid-Up Insurance.
2. **Vested Benefit** - We will pay you the Face Amount if the insured is then alive on the Vesting Date (shown under the Maturity Date in the Policy Information Page).

The Vested Benefit, together with any Guaranteed Addition and vested Reversionary Bonuses, and after deduction for any Indebtedness, shall be paid in the form of a single premium to purchase an annuity issued by us or other institutions in the market.

You may elect to receive in a lumpsum of up to 33% of the Vested Benefit payable (adjusted for any Guaranteed Addition, vested Reversionary Bonuses, and Indebtedness) and apply the remainder to purchase an annuity as above.

3. **Death Benefit** - We will pay the Face Amount to the Nominee if the Insured dies before the Maturity Date.

The Death Benefit payable (adjusted for any Guaranteed Addition, vested Reversionary Bonuses, and Indebtedness), or a part of it, may be elected to be paid in lumpsum or in the form of a single premium to purchase an annuity issued by us or other institutions in the market.

4. In the event that any Supplementary Contracts providing any form of Accelerated or Advance payment, whether in lump sum or installments, of the Face Amount is attached to the Basic Policy such as, but not limited to, the supplementary total and permanent disability contract and supplementary critical illness contract (hereinafter called the “**Accelerated Benefit Payment Rider(s)**”), the following provisions shall apply:

Once a claim has been admitted under the Accelerated Benefit Payment Rider(s):

- (a) Any benefit set out in Clause (1), (2) & (3) above will be based on the said Face Amount after deducting all Accelerated or Advance Payments made or payable under the Accelerated Benefit Payment Rider(s).
 - (b) The Death Benefit under the Basic Policy will be based on the Face Amount of the Basic Policy after deducting all Accelerated or Advance payments made under the Accelerated Benefit Rider(s).
- 1 Any Indebtedness of the Policy at the time of any payment herein shall be deducted from the amount otherwise payable.
 - 2 The terms and conditions of the Endorsement supersede any conflicting provisions of the Policy to which this Endorsement is attached and forms part of.

GENERAL PROVISIONS

THE POLICY CONTRACT

This Contract is made in consideration of your application and payment of the required premium. The Policy, application for it and any attached endorsements, constitute the entire contract. The terms and conditions of this Policy cannot be changed or waived except by endorsement or rider duly signed by our duly authorized officer.

Your Policy consists of the basic insurance plan (the “**Basic Policy**”) and the Supplementary Contracts which may be attached to it. The plan name of the Basic Policy and the product and/or code name and form number of the Supplementary Contract, if attached to this Policy, are shown under the Schedule of Coverages, Benefits and Premiums of the Policy Information Page.

INCONTESTABILITY

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

SUICIDE

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

MISSTATEMENT OF AGE AND SEX

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

CURRENCY AND PLACE OF PAYMENT

All amounts payable either to or by us will be paid in the Currency shown on the Policy Information Page. Such amounts will be paid by a negotiable bank draft or cheques drawn on a bank in the country in which the Currency of this Policy is denominated. All amounts due from us will be payable at our office shown on the Policy Information Page.

FREEDOM FROM RESTRICTIONS

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

FREE LOOK PERIOD

You have the right to cancel the Policy by giving written notice to the Company and obtain a refund of all premiums paid without interest after deducting for any expenses which have been incurred for issuing the Policy (such as medical examination costs and stamp duty) and for all payments made under the Policy. Such notice must be signed by you and received directly by the Company within 15 days after you receive the Policy.

CLAIM PROCEDURES

Notice of Claim – All cases of death must be notified immediately to us in writing. Other claims must be submitted in writing not later than 20 days after the date the insured event happens.

Filing Proof of Claim – Affirmative proof of loss and any appropriate forms as required by us must be completed and furnished to us, at the claimant's expenses, within 90 days after the date the insured event happens, unless specified otherwise. A list of primary claim documents listing the normally required documents is attached to the Policy. Submission of the listed documents, forms or other proof, however, shall not be construed as an admission of liabilities by the Company.

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

Medical Examination – We reserve the right to request medical examination of the Insured. In case of death, we may require, if appropriate and legally allowable, an autopsy.

Proof of Continuing Loss – In the case of disability or other losses as we deem appropriate, we will require, at reasonable intervals, proof of continuing disability or loss. If such proof is not submitted as required, or such disability or loss ceases, claims for such disability or loss will not be considered.

TAXES AND DUTIES

Service Tax is payable on Life Insurance premium as per section 65(105)(zx) of Finance Bill (No.2), 2004 at the applicable rates as per circular number 80/10/2004-S.T dated September 17, 2004 issued by the Government of India, Ministry of Finance and subsequent directions issued by the authorities from time to time. The service tax component payable by the policyholder at applicable rates will be stated in the premium notice and the premium receipt for the information of the policyholder.

The current rates are subject to amendment made by Government from time to time. No separate notification will be sent for change in rates of service tax. Applicable amount of service tax at applicable rate will be stated in the premium notice sent to the policyholder.

OWNERSHIP PROVISIONS

THE POLICYHOLDER

You are the Policyholder and beneficiary of this Policy as shown on the Policy Information Page until changed. Only the Policyholder can, during the Insured's lifetime, exercise all rights, privileges and options provided under this Policy subject to any Nominee's vested interest or Assignee's rights.

NOMINEE

The Nominee is named in the application unless subsequently changed. If a Nominee dies before the Insured, the payable benefits will be made to the surviving Nominee(s). If no nomination has been made, or all Nominees die before the Insured, the payable benefits will be made to the legal heir or legal representative of the Policyholder.

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

CHANGE OF OWNERSHIP, NOMINEE AND ASSIGNMENT

While this Policy is in force, you may change the Nominee/Appointee by filing a written notice to us. Such change is valid only if recorded by us during the lifetime of the Insured and endorsed on this Policy. We assume no responsibility for the validity or sufficiency of the nomination of the Nominee or appointment of the Appointee.

No change of ownership or assignment, except assigning to us, is allowed under this Policy.

PREMIUM PROVISIONS

PAYMENT

All premiums are payable on or before their due dates to us either at our issuing office or to our authorized Officer or Cashier. The premium shall be paid in the policy currency stated in the Policy Information Page.

CHANGE

You may change the frequency of premium payments by written request. Subject to our minimum premium requirements, premiums may be paid on an annual, semi-annual, quarterly or monthly mode at the premium rates applicable on the Issue Date.

Premiums payable monthly shall be paid by auto-deduction through a bank, unless we agree otherwise in writing. If such arrangement ceases for whatever reason, the Company will stop accepting monthly interval of premium payment and the policy will be automatically converted to quarterly mode. Any outstanding balance of the quarterly premium will become due immediately for payment.

DEFAULT

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

GRACE PERIOD

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

DEDUCTION OF PREMIUM AT DEATH

If this Policy becomes a claim by death of the Insured, any balance of the premiums due for the full policy year in which death occurs shall be deducted from the proceeds payable under the Policy.

REINSTATEMENT

If a premium is in default beyond the Grace Period and subject to the Policy not having been surrendered, it may be reinstated, at our absolute discretion, within five years after the due date of the premium in default subject to:

- (i) your written application for reinstatement;
- (ii) production of Insured's current health certificate and other evidence of insurability satisfactory to us;
- (iii) payment of all overdue premiums with interest; and
- (iv) repayment or reinstatement of any Indebtedness outstanding at the due date of the premium in default plus interest.

Interest on premiums and Indebtedness will be compounded at an annual rate which we shall determine.

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

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

REVERSIONARY BONUS PROVISIONS

REVERSIONARY BONUS

This is a deferred participating Policy from the fifth (5th) Policy Anniversary onwards and its share of divisible surplus will be determined annually by the Company and credited as a Reversionary Bonus on the Policy Anniversary. A Reversionary Bonus is an insurance amount in addition to the Face Amount and whenever vested in the Policy is payable:

- 1 Together with the Face Amount in case of Insured's death before Maturity Date or Expiry Date of the Policy; or
- 2 On Maturity Date or Expiry Date; or
- 3 In advance in the same proportion as the

Accelerated or Advance Payment bears to the Face Amount whenever any payment under any Accelerated or Advance Benefit Rider becomes due and payable, as the case may be.

The Policy will cease to be participating upon conversion into a Reduced Paid-Up Insurance.

TERMINAL BONUS PROVISIONS TERMINAL BONUS

The Company may, at its absolute discretion, determine if a Terminal Bonus is payable and its amount if payable in the event that this policy terminates by maturity, death or surrender.

NON -FORFEITURE PROVISIONS

ELECTIVE NON -FORFEITURE PROVISIONS

If you fail to pay the premium within the Grace Period after this Policy has acquired a Cash Value, you may elect one of the following non-forfeiture options by writing to us within 90 days after the due date of the premium in default:-

Option 1 - Cash Value - To surrender this Policy for its Cash Value. Such Cash Value is equal to the surrender value of the Basic Policy plus the surrender values of any Guaranteed Additions and vested Reversionary Bonus, and the amount of any Dividend Accumulations, less any Indebtedness.

Option 2 - Reduced Paid-Up Insurance - To continue this Policy in force as a non-participating paid-up insurance for a reduced Face Amount. The reduced Face Amount shall be such a sum as shall bear the same ratio to the full Face Amount as the number of premiums actually paid shall bear to the total number originally payable as stipulated for in the Policy. The vested Reversionary bonus (if any) will be attached to such reduced paid up Sum Assured.

AUTOMATIC NON-FORFEITURE PROVISIONS

If premium is not paid within the Grace period, and no non-forfeiture option has been elected, we will advance the premium due as an automatic loan so long as the Cash Value is equal to or greater than the premium in default plus any Indebtedness. We will continue to extend an automatic premium loan at subsequent due dates provided the Cash Value is sufficient.

AUTOMATIC LOAN PROVISIONS POLICY LOAN

Where an automatic premium loan, has been made against the Cash Value, such loan will be subject to such terms and conditions as the Company may fix from time to time. Your Policy must be assigned to us.

LOAN INTEREST

Daily interest shall accrue on policy loan at a rate which we shall determine. Interest shall be payable on each Policy Anniversary after the loan date and until the loan is repaid. Any unpaid interest shall be added to the principal loan and bear interest at the same rate. At anytime while this Policy is in force, you may repay the principal and accrued interest, or any part of the loan.

When the loan with accrued interest together with any Indebtedness exceeds the Cash Value, the policy will become void.

DEDUCTION FROM PROCEEDS

The unpaid loan or any Indebtedness on this Policy will be deducted from any payment or proceeds under this Policy at the time of settlement. Our claim for any Indebtedness will have priority over the claim of any creditor, assignee or any other interested party.