

# Standard Policy Provisions

AEGON Religare Guaranteed Income Advantage Insurance Plan (UIN 138No4oVo2)

## Product Description

'AEGON Religare Guaranteed Income Advantage Insurance Plan' is a non-linked participating insurance plan. The Policy will participate in the profits of the participating fund.

## FREE LOOK PERIOD

YOU ARE ADVISED TO REVIEW THE TERMS AND CONDITIONS OF THE POLICY.

IN CASE YOU ARE NOT SATISFIED WITH ANY OF THE TERMS AND CONDITIONS OF THE POLICY, YOU MAY RETURN THE POLICY DOCUMENT ALONG WITH A LETTER STATING THE REASONS FOR DISAGREEMENT WITHIN FIFTEEN DAYS OR THIRTY DAYS (IF PURCHASED THROUGH DISTANCE MARKETING<sup>1</sup>) OF RECEIPT OF THE POLICY DOCUMENT. THE POLICY WILL BE CANCELLED AND WE WILL REFUND THE PREMIUM PAID BY YOU AFTER DEDUCTING A PROPORTIONATE RISK PREMIUM, THE STAMP DUTY PAID ON THE POLICY AND EXPENSES INCURRED ON MEDICAL EXAMINATION, IF ANY.

<sup>1</sup>**Distance Marketing:** Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone-calling (ii) Short Messaging service (SMS) (iii) Electronic mode which includes e-mail, internet and interactive television (DTH) (iv) Physical mode which includes direct postal mail and newspaper & magazine inserts and (v) Solicitation through any means of communication other than in person.

## 1. DEFINITIONS

**Age** means age of the Life Assured as on last birthday unless specifically otherwise provided.

**Base Premium** means the Policy Premium less applicable taxes and extra Premium.

**Company, We, Us, Our** means AEGON Religare Life Insurance Company Limited or its successors.

**Date of Maturity** means the date on which the Policy matures for the Benefits and is mentioned in the Policy Schedule.

**Due Date** means the date on which the Policy Premium is due and payable by the Policyholder.

**Lapsed Policy** is a policy for which the Premium remains unpaid at the expiry of the Grace Period during the first policy year.

**Life Assured** is the person for whom the insurance cover is granted by Us under this Policy.

**Paid Up Policy** is a policy for which the Premium remains unpaid at the expiry of the Grace Period after first years' premiums have been paid.

**Policy** means the contract of insurance entered into between the Policyholder and the Company as evidenced by this document which sets down the benefits available to the Policyholder and the terms and conditions for availing of such benefit(s).

**Policy Anniversary** is the annual anniversary of the Policy Date.

**Policy Date** is the date of commencement of the Policy and is mentioned in the Policy Schedule.

**Policy Premium** is the Premium payable under this Policy and is mentioned in Policy Schedule.

**Policy Term** means the period commencing on the Policy Date and ending on the Date of Maturity as mentioned in the Policy Schedule.

**Policy Year** is measured from the Policy Date and is a period of twelve calendar months.

**Premium Payment Term** means the period during which the Policy Premium is payable and is mentioned in the Policy Schedule.

**Proposal Form** is the application form submitted to the Company for purchasing this Policy.

**Sum Assured** means the benefit as specified in the Policy Schedule. This is the amount chosen by You at inception of the Policy.

**You, Your** means the Policyholder named in the Policy Schedule.

## 2. Benefits

All the payments under the Policy will be made in Indian rupees and will be subject to prevailing tax laws.

### 2.1 Death Benefit

Following is the Death benefit under the Policy in the event of unfortunate death of the Life Assured

- If the Life Assured dies before the end of premium payment term: An amount equal to higher of 10 times of annualized Base Premium or Sum Assured along with accrued Bonus, if any will be paid. Death Benefit will be subject to a minimum of 105% of the Base Premiums paid till the date of death and the Policy will terminate thereafter.
- If the Life Assured dies after the end of premium payment term: An amount equal to higher of 10 times of annualized Base Premium or Sum Assured along with accrued Bonus declared after the end of Premium Payment Term till the date of Death, if any, and Terminal Bonus, if any will be paid. Death Benefit will be subject to a minimum of 105% of the Base Premiums paid till date of death and the Policy will terminate thereafter. The Death Benefit paid will be irrespective of the guaranteed payouts already paid to the policyholder.

In case of Paid Up Policy, Paid Up Sum Assured along with accrued bonus, if any will be paid on the Death of the Life Assured before the end of premium payment term. The Paid Up Sum Assured on death is defined in section 4.

If Death occurs during the Grace Period, Death Benefit will be reduced by the outstanding Policy Premium.

### 2.2 To whom Death Benefit is payable

The Death Benefit is payable to the Nominee (where the Policyholder is also the Life Assured)/Appointee (if the Nominee is a minor); the Assignee, if any; or where there is no assignment or nomination in existence, to the legal heir(s) of the Policyholder. (Individually or Collectively they are referred to as the Claimant.)

### 2.3 Maturity Benefit

- a) Upon survival of the Life Assured up to the Date of Maturity, You will be paid the the accrued bonuses declared after the end of Premium Payment Term and Terminal Bonus, if any and the Policy will terminate thereafter.

### 2.4 Bonus

The Policy will participate in the profits of the participating fund managed by the Company.

The Company will declare simple reversionary bonus as a percentage of the Sum Assured at the end of every Financial Year. The bonus will accrue to

the Policy at Policy Anniversary falling in the next Financial Year.

Bonus once declared will be guaranteed. A Paid Up Policy will not participate in the profits of the participating fund.

Bonus will be accrued during the term of the Policy and will be paid to the Policyholder on two occasions;

- a. The Bonus declared till the end of the Premium Payment Term, will be paid at the end of the Premium Payment Term or on the Death of Life Assured, whichever is earlier.
- b. The Bonus declared after the Premium Payment Term will be paid along with terminal Bonus, if any on the Maturity Date or on the Death of Life Assured, whichever is earlier.

Depending on the experience of the participating fund, the Company may declare a terminal bonus after the completion of premium payment (PPT).

The Terminal bonus, if declared and applicable will be paid under any one of the following events:

- a) Death of the Life Assured, if it occurs after the premium payment term
- b) Surrender of a Policy anytime after the Premium Payment Term
- c) On maturity for in-force policies

The terminal bonus will depend on the experience of the participating fund.

## 2.5 Guaranteed Payouts

The Company will pay 7.5% of the Sum Assured chosen at inception every year from the end of one Policy Year following the completion of Premium Payment Term till the Date of Maturity or till the Death of Life Assured, whichever is earlier.

The Guaranteed Payouts will be paid only if all the due Policy Premiums are paid and the policy is in force.

## 2.6 Surrender Benefit

The policy will acquire guaranteed surrender value after payment of first full year's Premium. The Guaranteed Surrender Value (GSV) will be Calculated as:

- If the policy is surrendered during the premium payment term:

GSV of Sum Assured = (Applicable GSV Factor) X (Total Amount of Premiums Paid) plus,

GSV of Bonus = (Applicable GSV Factor) X (Accrued Bonus)

- If the policy is surrendered after the end of premium payment term:

GSV of Sum Assured = (Applicable GSV factor) x (Sum Assured) plus,

GSV of Bonus = (Applicable GSV factor) x (Accrued Bonus)

The GSV factors for Bonus and Sum Assured are different for before and after Premium Payment Term.

We may declare Special Surrender Value factors (SSV) which may undergo change from time to time upon approval from IRDA. SSV factors will be available on the company's website. Total Special Surrender Value (SSV) will be calculated as:

(SSV factor for SA x Paid Up Sum Assured) + (SSV factor for bonuses x Accrued Bonus)

Please note that at anytime the higher of GSV or SSV will be paid on surrender.

Following formula will be applicable for calculating Surrender Value (SV) between any two Policy Years:

- $SV(t+x) = SV(t) + (SV(t+1) - SV(t)) * (x/365.25)$
- Where
- t: policy year of surrender
- X: no of days till surrender from the last Policy anniversary.
- SV(t): The surrender value based on factors from the table, if the policy year of surrender is t

We may also declare terminal bonus for surrenders after the premium payment term.

## 2.7 Loan

Policy Loan is not available under this plan.

## 3. Payment of Premiums

To enjoy uninterrupted benefits under the Policy, You are required to make payment of the Premium on or before the due date or within Grace Period.

Policyholder can pay the Policy Premium in annual mode, semi-annual mode or monthly mode. The modal factor applicable to the premium payment modes other than annual mode will be:

- a. Semi Annual Premium = Base Premium multiplied by 0.512
- b. Monthly Premium = Base Premium multiplied by 0.087

If any amount received towards Policy Premium is less than the due Policy Premium, the same will not be accepted and in such cases the Policy Premium will be treated as unpaid. If the amount received towards Policy Premium is more than the installment due, the excess amount will be refunded to the Policyholder. No interest or reward is payable on the excess amount received.

Any advance premium will be accepted only for due dates in the same financial year.

### 3.1 Grace Period

Grace Period is a period of 15 days for Policies under monthly Premium payment mode and 30 days for all other modes from the due date for payment of Premium.

If the Grace Period as applicable falls on a holiday, then the Grace Period will end at the close of the business hours of the next working day.

The Policy will be in force during the Grace Period.

### 3.2 Change in Sum Assured

Option to increase or decrease the Sum Assured is not available in this Policy.

## 4. Discontinuance of Policy

On non-payment of premium within grace period, before payment of first policy year's premium in full, the policy will lapse and all the benefits including life insurance cover will terminate.

On non-payment of premium any time after payment of first policy year's premium in full, the policy will not lapse but will continue with Paid-Up Sum Assured till the end of premium payment term. Paid Up Sum Assured along with the accrued bonuses will be paid on death or end of premium payment term, whichever occurs earlier and the policy will terminate upon such payment. A Paid Up policy is not entitled for any future bonus.

Paid Up Sum Assured on death = (Total premiums paid / Total premiums payable over the policy term) x (Higher of 10 times of annualized Base Premium or Sum Assured).

Paid Up Sum Assured at the end of premium payment term = (Total premiums paid / Total premiums payable over the policy term) x Sum Assured.

Please note that a Paid Up policy can be surrendered within the policy term also, as per the calculations mentioned in section 2.6

#### **4.1 Revival of a Paid Up / lapsed Policy**

A Paid up Policy or a lapsed Policy can be revived within a period of 2 years from the date of first unpaid premium and before the Date of Maturity. Along with revival request, You will have to

- Submit proof of continued insurability to the satisfaction of the Company; and
- Pay all the arrears of Policy Premium together with interest at such rate as may be fixed by the Company from time to time. The interest rate shall not exceed yield to maturity on a 5 year G-sec plus 3%

The Company reserves the right to accept or decline the revival request. The revival of a Policy shall take effect only after the same is approved by the Company and is communicated in writing to the Policyholder.

It will be ensured that the evidences and any medical requirements called for are in line with the prevailing underwriting rules/practices and the health declaration by the Life Assured. Any evidence of insurability requested at the time of revival will be based on the prevailing underwriting guidelines duly approved by the Board.

Upon revival of a paid up policy, any Money Back Payouts already fallen due but not paid will be paid to the policyholder without any interest. Bonus declared but not accrued will accrue on the date of revival.

If a lapsed policy is not revived within the two years period from the date of first unpaid Policy Premium, the Policy will automatically stand terminated.

## **5. General Conditions**

### **5.1 Assignment & Nomination**

(i) Assignment (as per section 38 of Insurance Act, 1938):

In case You are also the Life Assured, You may assign the benefits under the Policy in favor of any person named by You. The first assignment can be made only by You. You are required to give a written notice to the Company together with the endorsement or instrument duly attested or a copy thereof duly certified to be correct by You and the assignee. Please note that any assignment effected under the policy will automatically cancel any nomination.

(ii) Nomination (as per section 39 of Insurance Act, 1938):

The Life Assured, who is also the Policyholder, may at any time during the Policy Term appoint any person as Nominee for receiving the payment of the benefits under the Policy. Where the Nominee is a minor, the Policyholder is required to appoint a person who is not a minor (the "Appointee") to receive the benefits under the Policy. Nomination can be made by communicating the same in writing to Us. The Nominee can be changed by You in writing at any time during the term of the Policy and any such change will vacate any earlier nomination.

Assignment or nomination will not be permitted where the Policy is issued under the Married Women's Property Act, 1874.

In the absence of a nomination or assignment, the Death Benefit will be paid to the Policyholder's legal heir(s) subject to production of necessary documentation evidencing title to the benefits under the Policy.

We do not express any opinion on the validity or legality of the assignment or nomination. The Assignment and Nomination is effective against Us only upon registration by Us.

### **5.2 Suicide Exclusion**

If death occurs due to suicide within 12 months:

- From the date of inception of the Policy, the Claimant shall be entitled to at least 80% of the premium(s) paid provided the Policy is in-force or,
- From the date of revival of the Policy, the Claimant shall be entitled to an amount which is higher of 80% of the Premiums paid till the date of death or the Surrender Value as available on the date of death.

The policy terminates upon payment of such benefit.

### **5.3 Policy Termination**

This Policy will terminate immediately on the earliest of the following:

- On receipt of a valid surrender application.
- On receipt of a valid Maturity application.
- At the end of premium payment term if the policy is in Paid Up status.
- If first 12 monthly Premiums are not paid and the Policy is not reinstated within the reinstatement period.
- On the date of death of the Life Assured.

### **5.4 Incorrect Information or Non Disclosure**

This Policy is issued based on the information /replies furnished to the questions in the Proposal Form and in the documents submitted by You in support of the proposal for insurance and in the report, if any, of the medical examiner and the declarations which have been made and any other information provided by You or received on your behalf before the Policy Start Date. In case of any concealment, non-disclosure or fraud or misrepresentation, We reserve the right to cancel the Policy by paying the Surrender Value, if any, subject to such concealment, non-disclosure, fraud or misrepresentation being established by Us in accordance with Section 45 of the Insurance Act, 1938.

Section 45 of the Insurance Act, 1938 is reproduced hereunder for ready reference:

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

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

### 5.5 Misstatement of Age or gender

Without prejudice to Our rights and remedies including those under the Insurance Act, 1938, if the age or gender of the Life Assured has been misstated or incorrectly mentioned, then We may at Our sole discretion take the following action subject to the underwriting norms prevailing at the time of taking such action:

If at the correct age, the Life Assured was not insurable under this Policy according to our requirements, we reserve the right to pay the Surrender Value, if any and terminate the Policy.

If at the correct age, the Life Assured was insurable, then we may revise the premium and/or applicable benefits payable under the Policy by adjusting or deducting the differential premium that would have been payable.

### 5.6 Payment of Claim

We will require the following primary documents in support for Death Claim to enable processing of the claim intimation under the Policy:

- a. Certificate of the Doctor / Medical Officer certifying the cause of death;
- b. In case of unnatural death - Post Mortem Report, First Information Report (FIR), Inquest Report and the Final Investigation Report of the Police;
- c. Death Certificate issued by the local authority or the authority authorized to issue the same under the Registration of Births and Deaths Act, 1969; and
- d. Claimant's statement in prescribed form

We are entitled to ask for additional documents (including Policy document) or information for the processing of the claim. We may also seek professional/independent assistance for speedy disposal of the claim. You and/or the Nominee/legal heir(s) shall have no objection for Us to obtain any details/information to form an opinion about the claim.

### 5.7 Electronic Transactions

You shall adhere to and comply with all such terms and conditions as We may prescribe from time to time. Any transactions carried out by or through any electronic facilities or means established by or on behalf of Us, in respect of the Policy, shall constitute legally binding and valid transactions on You.

### 5.8 Taxation

The tax benefits and Benefits payable under the Policy would be as per the prevailing provisions of the tax laws in India. We reserve the right to recover statutory levies including Service Tax (along with applicable Education Cess) by way of adjustment to the Policy Premiums payable or make necessary recoveries from the benefits payable under the Policy.

### 5.9 Notices

Any notice, direction or instruction given to Us under the Policy shall be in writing and delivered by hand, post, facsimile or from registered electronic mail to:

#### Customer Service Department

AEGON Religare Life Insurance Company Limited,  
Building No. 3, Third floor, Unit No. 1, NESCO IT Park, Western Express Highway, Goregaon (E), Mumbai 400 063  
Toll free number: 1800 209 9090  
E-mail: customer.care@aegonreligare.com  
Or such other address as may be informed by Us.

Any notice, direction or instruction to be given by Us under the Policy shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail at the updated address in the records of the Company.

You are requested to communicate any change in address immediately to enable us to serve you promptly.

### 5.10 Applicable Law

This Policy is subject to the provisions of the laws of India.

### 5.11 Currency and Payment

All payments to or by the Company will be in Indian rupees and shall be in accordance with the prevailing regulations and other relevant laws of India.

## 6. Consumer Grievance Cell

You may reach Us for any complaints /grievances in any of the following manner:

- a. By calling the Toll Free Number 1800 209 9090 between 8.30 a.m. to 8.30 p.m. any day (except National Holidays) or
- b. By writing an e-mail to customer.care@aegonreligare.com or
- c. By registering the grievance on the website of the Company at www.aegonreligare.com or

In case of disagreement with the response of the Company or no- response within 15 days, the grievance can be escalated to Grievance Redressal Officer by an e-mail to grievance.manager@aegonreligare.com or written letter at

Grievance Redressal Officer

AEGON Religare Life Insurance Company Limited,  
Building No. 3, Third floor, Unit No. 1, NESCO IT Park, Western Express Highway, Goregaon (E), Mumbai 400 063

## 7. Insurance Ombudsman

In case You are not satisfied with the decision/resolution or have not received any reply within a period of 14 days, You may approach the Insurance Ombudsman, if your complaint pertains to:

- (i) Any partial or total repudiation of claim;
- (ii) Premium paid or payable in terms of the Policy;
- (iii) Delay in settlement of claim;
- (iv) Non-issue of policy document to customers after receipt of premiums
- (v) Any claim related dispute on the legal construction of the policies in so far as such disputes relate to claims.

The addresses of the Insurance Ombudsmen are given on the last page of this document. You are requested to visit the website of the Company for updated information on contact details of the Company and Insurance Ombudsmen.