

# Standard Policy Provisions

Aegon Life iTerm Plan UIN - 138N016V01

## 1. Definitions

**Age** means age at last birthday unless specifically otherwise mentioned.

**Base Plan** means the coverage which provides benefits mentioned in Clause 3 on Benefits.

**Base Plan Premium** is the Installment Premium payable by you for the Base Plan and is mentioned in the Policy Schedule.

**Company, Insurer, We, Us** mean Aegon Life Insurance Company Limited.

**Due Dates** means the dates on which the Policy Premiums are due and payable by the Policyholder.

**First Premium** is the premium received along with the Proposal Form for issuance of the Policy.

**Grace Period** is a period of 30 days starting from the due date of policy premium and ending at the midnight of 30th day from the due date of policy premium irrespective of whether the 30th day is a holiday, public or otherwise.

**IRDA** means the Insurance Regulatory and Development Authority.

**Life Assured** as specified in the schedule means the person on whose life the Base Plan insurance cover is granted by us.

**Maturity Date** is the date of expiry of the Base Plan by efflux of the Policy Term and is mentioned in the Policy Schedule.

**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 means the Base Plan.

**Policyholder, You or Your/s** mean the policyholder named in the Policy Schedule.

**Policy Anniversary** is the date corresponding to the Policy Date occurring after the completion of every Policy Year.

**Policy Date** is the Date of Commencement of the Base Plan and is mentioned in the Policy Schedule

**Policy Premium** is the Base Plan Premium.

**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 from the policy date.

**Proposal Form** is the application form you have submitted to us for purchasing this Policy.

## 2. General

### 2.1 Product Description

'Aegon Life iTerm Plan' is the name of the term insurance product of the Company. This Policy does not in any way give you any right whatsoever to share in the profits or surplus of the business of the Company. This is a non-linked non participating plan.

### 2.2 Assignment & Nomination

#### (I) Assignment:

An assignment of the Policy can 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 made only by the Policyholder. Such assignment shall be effective, as against the Company, from and upon the service of a written notice upon the Company together with the endorsement or instrument or a copy thereof duly certified to be correct by both the assignor and the assignee. Assignment will not be permitted where the Policy is under the Married Women's Property Act, 1874 and conditions apply to assignments of policies issued to partnerships or Hindu Undivided Families.

#### (II) Nomination:

The Policyholder, where he himself is the Life Assured under this Policy, may at any time during the tenure of the Policy make a nomination for the payment of the moneys secured by the Policy in the event of his death. Where the nominee is a minor, an Appointee, who is not a minor, will necessarily be appointed by the Policyholder to receive the death benefits during the minority of the nominee. Nomination may be made by communicating the same in writing to the Company. The Nominee can be changed by the Policyholder at any time during the term of the Policy and any such change shall vacate earlier nomination automatically. Where the Policyholder is different from the Life Assured, there will be no nomination permitted under the Policy.

(III) The Company does not express any opinion on the validity or legality of the assignment or nomination.

### 2.3 Suicide Exclusion

If the Life Assured under the Policy, whether medically sane or insane, commits suicide, within one year of the Policy Date or the Effective Date of Reinstatement of the Policy, the Company will not pay any benefit and the Policy shall be void.

### 2.4 Incorrect Information & Non Disclosure

Your Policy is based on the replies furnished to the questions in the Proposal Form and in the reports, if any, of the Medical Examiner and the declarations which have been made to the Company and any other information provided by you or on your behalf in writing before we accepted the risk under your proposal. If any information provided by you is incomplete or incorrect, notwithstanding any other provisions under the Policy, the Company reserves the right to vary the benefits which may be payable and if there has been non disclosure of any material fact or if the replies to any of the questions asked in the Proposal Form/report are false or wrongly answered then we may treat the Policy as void.

Section 45 of the Insurance Act, 1938 is reproduced hereunder for your 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 policy-holder and that the policy-holder 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."

### 2.5 Free Look Option

If you disagree with any of the terms and conditions of the Policy, you have the option to return the original Policy Document along with a letter stating reasons for the objection within fifteen days of receipt of the Policy Document ("the free look period"). The Policy will be cancelled by us and we will pay you an amount equal to the

- Policy premium paid by you;
- minus the aggregate of the Stamp Duty on the Policy, any expenses borne by the Company for medical examination and proportionate premium for the time that the Company has provided insurance cover up to the date of cancellation.

All the rights under the Policy shall stand extinguished immediately on the cancellation of the Policy under the Free Look Option.

### 2.6 Misstatement of age or gender

Without prejudice to the Company's other 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, the Company will adjust the Sum Assured under the Base Plan accordingly. If the correct age affects the original terms of acceptance of the Policy in such a way that we are unable to adjust the terms of acceptance to reflect the correct age, then subject to applicable law, this Policy shall be void and company will retain the policy premiums paid by you.

### 2.7 Payment of Claim

The Company would seek the following primary documents in support of a claim to enable processing of the claim intimated by you under the Policy:

- For Death Benefit:
  - Original Policy Document; and
  - Death Certificate issued by the local authority; and
  - Certificate of the Doctor / Medical Officer certifying the cause of death; and
  - Claimant's Statement

The Company is entitled to call for additional documents or information for processing of the claim depending on the cause of claim.

### 2.8 Taxation

The tax benefits on the Policy would be as per the prevailing provisions of the tax laws in India. If required by the relevant legislation prevailing from time to time, the Company will withhold taxes from the benefits payable under the Policy. The Company reserves the right to recover statutory levies including Service Tax by way of adjustment of the premiums paid by you under the Policy.

### 2.9 Notices

Any notice, direction or instruction given by you to the Company under the Policy shall be in writing and delivered by hand, post at mail to Aegon Life Insurance Company Limited, Building No. 3, Third floor, Unit No. 1, NESCO IT Park, Western Express Highway, Goregaon (E), Mumbai 400 063.

Any notice, direction or instruction to be given to you under the Policy shall be in writing and delivered by hand, post, facsimile or electronic mail to your updated address in the records of the Company and is deemed to have been received by you within seven days after posting or immediately upon receipt in the case of hand delivery, facsimile or electronic mail.

### 2.10 Currency and Payment

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

### 2.11 Applicable Law

The Policy is subject to the provisions of the laws of India and more particularly the Indian Contract Act, 1882, the Insurance Act, 1938, the Information Technology Act, 2000, the Insurance Regulatory And Development Authority Act, 1999, and the rules and regulations made there under and the directions and guidelines issued by the IRDA.

## 3. Benefits

### 3.1 Death Benefit

If the policy is in force and if the Life Assured dies before the Date of Maturity, the company will pay to the nominee or to the policyholder an amount equal to Sum Assured as applicable at the time of death.

### 3.2 Maturity Benefit

There is no Maturity Benefit payable upon survival of the Life Assured to the Date of Maturity.

### 3.3 Surrender Benefit

There is no benefit payable on surrendering the Policy.

#### **3.4 Option to Change Base Plan Sum Assured**

No change in Base Plan Sum Assured is allowed.

#### **4. Premiums**

Policy Premiums are payable on the Due Dates as defined in the schedule. A grace period of 30 days is allowed from the due date for payment of Policy Premiums.

If any amount received towards Policy Premium is less than the installment due, the same will not be accepted. On the other hand 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.

#### **5. Discontinuance of Premium**

If any Policy Premium due remains unpaid even after the Grace Period from the date of unpaid Policy Premium, the Policy will lapse with effect from the Due Date of the first unpaid premium ("Lapse Date") and no benefit is payable in case of death.

Death Benefit (as in Clause 3.1) if payable during the Grace Period will be reduced by the outstanding Policy Premium.

#### **6. Reinstatement of the Policy**

The Policyholder can apply for reinstatement of the lapsed Policy within two years from the due date of the first unpaid premium ("Reinstatement Period"). The re-instatement shall be subject to the following conditions:

- Satisfactory evidence of insurability of the Life Assured ; and
  - Payment in full of an amount equal to all the Policy Premiums due but unpaid till the Effective Date of Reinstatement
- The Effective Date of Reinstatement is the date on which the above requirements are met and approved by the Company.

#### **7. Discontinuance of Policy**

If you wish to discontinue the Policy, you can intimate the Company in writing. We will terminate the Policy from the next Due Date. However, no Surrender Value or any other benefit will be available under a discontinued policy.

#### **8. Loans**

You are not entitled to avail of loan under this Policy.

#### **9. Policy Termination**

The Policy will terminate on the earliest of the following:

- The Date of Maturity of the Policy
- The date of intimation of the death of the Life Assured
- On discontinuance of premium as mentioned in Clause 5
- On discontinuance of Policy as mentioned in Clause 7

#### **10. Consumer Grievance Cell**

Your any grievances may be first addressed to the Company's Customer Helpdesk at Aegon Life Insurance Company Limited, Building No. 3, Third floor, Unit No. 1, NESCO IT Park, Western Express Highway, Goregaon (E), Mumbai 400 063. In case of disagreement with the response of the Company, the complaint can be made to the Insurance Ombudsman. The Procedure for making complaint to Insurance Ombudsman and address of the offices of Insurance Ombudsman can be obtained from the offices of the company or from the IRDA website address [www.irdaindia.org](http://www.irdaindia.org).