

**PRAMERICA LIFE SMART WEALTH +
(A Unit Linked Non-Participating Life Insurance Plan)**

PART B

Definitions

IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER

Words or phrases appearing in the Policy Document in initial capitals will have the meanings given to them below:

Where appropriate, any reference to the singular includes references to the plural, references to the male include references to the female and references to any statute include references to any subsequent changes to that statute.

In case of any conflict between the interpretations of any of the terms of this Policy Document, the Part C (Specific Terms and Conditions) shall override Part B (Definitions) of this Policy Document.

General Terms

Allocation means allotment of Units at the prevailing unit price under the Fund Option offered under this Policy, applicable in case of Premium payment

Annualized Premium means the Premium amount payable in a Policy Year excluding the taxes, rider premiums and underwriting extra premium on riders, if any.

Application Form means the application form and any other information / document provided by the Policyholder to the Company before the inception of this Policy.

Appointee means the person named by the Policyholder to receive payment, under this Policy if the Nominee is a minor at the time payment becomes due.

Benefit Illustration means an Annexure along with the Policy Schedule that illustrates the premiums, guarantees, returns, benefits and values of the proposed policy. This Benefit Illustration complies with IRDAI Regulations and contains clear disclosure of both guaranteed and non-guaranteed benefits, if any, of the Policy

Benefits means the Death Benefit, Maturity Benefit, Surrender Benefit or any other benefit, as the case may be, applicable in the terms and conditions of this Policy

Business Day is the day other than Saturday and Sunday and days when the Company's corporate office is closed.

Claimant shall mean the Life Insured (or) the Policyholder (or) the assignee (or) the Nominee where a valid nomination has been effected or the legal heirs of the Policyholder/Nominee, as the case may be.

Sum Assured means the amount specified in the Schedule for this Policy. Eligibility for the Sum Assured is determined according to the terms and conditions of this Policy.

Coverage Commencement Date means the date as specified in the Schedule from which the risk cover starts under this Policy.

Death Benefit means the amount payable to the claimant on death of the Life Assured during the Policy Term, as agreed at inception of the Policy contract, provided the Policy has not lapsed or terminated

Death Sum Assured means the amount payable in case of death of the Life Insured according to the terms and conditions of this Policy.

Discontinuance means the state of a policy that could arise on account of surrender of the policy or non payment of the contractual premium due before the expiry of the grace period. Provided that no policy shall be treated as discontinued on non-payment of the said premium if, within the grace period, the premium has not been paid due to the death of the insured or upon the happening of any other contingency covered under the policy.

Discontinued Policy Fund is a segregated fund of the Company that is set aside for each discontinued Policy and is constituted by the Surrender Value of the discontinued Policy and is determined in accordance with IRDAI regulations.

Funds mean the internal investment funds established and managed by the Company in accordance with the terms and conditions of this Policy.

Fund Conservation Option means the option available to the Policyholder to have the Units in the Policyholders Unit Account systematically switched to the Debt Fund of the Company.

Fund Value means the total number of Units held in the Unit Account multiplied by their respective Unit Price.

Force Majeure includes but is not limited to any extraordinary circumstances, such as extreme volatility of the value of the investments of an investment Fund, extended suspension of trading on the stock exchanges, natural calamities, riots and any other similar events beyond the control of the Company.

Grace Period means a period of 30 days (15 days in case of monthly premium payment mode) from the date the Policy installment Premium become due during which time the Policy is considered to be in force without any interruption as per the terms of the Policy.

IRDAI means the Insurance Regulatory and Development Authority of India.

Life Insured means the person on whose life this Policy is effected and is named in the Schedule.

Lock-in Period means the period of five consecutive years from the date of commencement of the policy, during which period the proceeds of the discontinued policies cannot be paid by the company to the Policyholder or to the Life Assured, as the case may be, except in the case of death or upon the happening of any other contingency covered under the policy.

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Maturity Benefit means the amount of benefit which is payable on maturity i.e. at the end of the Policy Term, as stated at the inception of the Policy contract

Maturity Date means the Policy Expiry Date specified in the Schedule and when the coverage under the Policy ends.

Nominee means the person named in the Policy Schedule who has been nominated in accordance with Section 39 of the Insurance Act, 1938, as amended from time to time, to receive the Death Benefit. Nomination can be effected only if Policyholder is same as Life Insured.

Paid-up Sum Assured means the Sum Assured multiplied by the ratio of total number of premiums paid to the number of premiums payable as per the terms and conditions of the Policy.

Policy means this Policy Document.

Policy Anniversary means the anniversary of the Coverage Commencement Date.

Policy Commencement Date means the date when this Policy is issued and is specified in the Schedule.

Policy Document means the Terms & Conditions, the Application Form and the Schedule as amended from time to time.

Policy Month means the 1 month period starting from the Coverage Commencement Date and accordingly thereafter every subsequent Policy Month.

Policy Term means the period between the Coverage Commence Date and Policy Expiry Date.

Policy Year means the 12 months period starting from the Coverage Commencement Date and accordingly thereafter every subsequent Policy Anniversary.

Policyholder means the person named in the Schedule who has concluded this Policy with the Company.

Premium means the amount of premium payable by the Policyholder. The Schedule details the amount payable (**Policy Installment Premium**), when it is to be paid (**Premium Frequency**) and the term over which it is to be paid (**Premium Paying Period**).

Premium Paying Period means the term in years as specified in the Policy Schedule during which the Premiums

are payable by Policyholder to the Company under this Policy.

Revival means the restoration of the Policy and all its benefits by the Company (which was discontinued due to the non-payment of Premium(s) by Policyholder), upon receipt of all due Premiums and other Charges, if any, as per the terms and conditions of the Policy and subject to the board approved underwriting requirements of the Company, as applicable from time to time

Revival Period means the period of three consecutive years from the date of first unpaid premium during which the Policyholder is entitled to revive the Policy which was discontinued due to non-payment of premium

Settlement Option means the Policyholder's right to opt to receive a payout of the Benefit Payable on maturity, after the Maturity Date. The Settlement Option can only be exercised in accordance with policy terms and conditions.

Schedule means the document attached to this Policy which provides a snapshot of the Policy and benefits details and any annexure attached to it from time to time and any endorsements the Company has made and, if more than one, then the latest in time.

Surrender means withdrawal or termination of the entire policy

Surrender Value means an amount or Fund Value, if any that becomes payable on surrender of the Policy in accordance with the terms and conditions of the Policy.

Unit means a notional and proportionate part of the Unit Account created by the allocation of Regular Premium. A Unit is created solely for the purpose of determining the benefits under this Policy.

Unit Account means a notional account in which Units are allocated or redeemed for the sole purpose of determining the benefits under the Policy.

Unit Price means the price at which the Company allocates or redeems Units in each of the Funds, in accordance with the terms and conditions of the Policy.

Valuation Date is the date on which the value of assets in the Funds is determined as described in the terms and conditions of the Policy.

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PART C

Specific Terms and Conditions

Section One: Policy Benefits

(a) Benefit Payable on Death

If the Life Insured dies at any time before the Maturity Date, while the Policy is in force for full Policy benefits, the Company will pay the Death Sum Assured.

The Death Sum Assured shall be higher of the following:

- a) Sum Assured* (OR)
- b) Fund Value (OR)
- c) 105% of all the total Premium paid till the date of death

If the Life Insured dies at any time before the Maturity Date, while the Policy is in Discontinued Policy Fund, the Company will pay the death benefit equal to the value of Units in the Discontinued Policy Fund.

*Sum Assured will be reduced to the extent of partial withdrawals made in the last 2 years immediately preceding the date of death.

All benefits shall be paid to the Nominee. In the absence of a Nominee, the benefits will be paid to the legal heirs of the Life Insured.

If death occurs due to suicide or attempted suicide, whether sane or insane, within twelve months of the Policy Commencement Date or within twelve months from the date of revival of the Policy, then the Company's obligation under this Policy shall be to pay the Fund Value available as on the date of intimation of death and the charges other than Fund Management Charges and Guarantee Charges, if any levied subsequent to the date of death shall also be paid back along with such death benefit.

(b) Benefit Payable on Maturity

On survival of Life Insured to the Maturity Date and provided Policy is In-force for full Policy benefits, the Company will pay the Fund Value as at that date, unless the Settlement Option has been opted by the Policyholder in accordance with the terms and conditions of the Policy.

(c) Persistency Units

At the end of 10th, 15th and 20th Policy Year and provided Policy is In-force for full Policy benefits, the Company will allocate to the Unit Account, the Persistency Units equal to 1% of the average of Fund Value of the preceding 36 months of the Policy.

Section Two: Payment of Premium and Discontinuation of Premium Payments

If the Premium Frequency is annual, then Premium must be paid on each Policy Anniversary. If the Premium Frequency is monthly/quarterly/semi-annual, the Premium must be paid on the date corresponding with the Policy Commencement Date in every month/quarter/half year respectively till the end of the Premium Paying Period. If the corresponding date does not exist in a particular month, then the last day of that calendar month shall be deemed to be the due date for payment.

Policy Installment Premium shall be deemed to have been paid only when received and realized by the Company.

In case the policyholder doesn't pay the premium by due date, the policyholder will have grace period of 30 days in case of non monthly mode policies and 15 days of grace period in case of monthly mode policies from the due date to pay Premium, during which time the policy is considered to be in-force with-out any interruption as per the terms & conditions of the policy.

Premium Discontinuance during the first five policy years (Lock-in Period)

- a. Upon expiry of the grace period, in case of discontinuance of policy due to non-payment of premium, the fund value, including Top-up fund value if any, after deducting the applicable discontinuance charges, shall be credited to the Discontinued Policy Fund (DPF) and the risk cover and rider cover, if any, shall cease.
- b. Such discontinuance charge shall not exceed the charges stipulated in Part E of this document. All such discontinued policies shall be provided a revival period of three years from date of first unpaid premium. On such discontinuance, the company shall communicate the status of the policy, within three months of the first unpaid premium, to the Policyholder and provide the option to revive the policy within the revival period of three years.
 - i. In case the Policyholder opts to revive but does not revive the policy during the revival period, the proceeds of the DPF fund shall be paid to the Policyholder at the end of the revival period or lock-in period whichever is later. In respect of revival period ending after lock-in period, the policy will remain in DPF till the end of revival period. The Fund management charges of discontinued fund will be applicable during this period and no other charges will be applied.
 - ii. In case the Policyholder does not exercise the option as set out above, the policy shall continue without any risk cover and rider cover, if any, and the policy fund shall remain invested in the DPF. At the end of the lock-in period, the proceeds of the DPF shall be paid to the Policyholder and the policy shall terminate.
- c. However, you have an option to surrender the policy anytime and proceeds of the discontinued policy shall be payable at the end of lock-in period or date of surrender whichever is later.

Premium Discontinuance after the first five Policy Years

- i. Upon expiry of the grace period, in case of discontinuance of policy due to non-payment of premium, the policy shall be converted into a reduced paid up policy with the paid-up sum assured i.e. original sum assured multiplied by the total number of premiums paid to the original number of premiums payable as per the terms and conditions of the policy. The policy shall continue to be in reduced paid up status, without any rider cover, if available. All charges

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- as per terms and conditions of the policy shall be deducted during the revival period. However, the mortality charges shall be deducted based on the reduced paid up sum assured only.
- ii. On such discontinuance, the Company shall communicate the status of the policy, within three months of the first unpaid premium, to the Policyholder and provide the following options:
 - 1. To revive the policy within the revival period of three years, or
 - 2. Complete withdrawal of the policy
 - iii. In case the Policyholder opts for (1) above but does not revive the policy during the revival period, the fund value shall be paid to the Policyholder at the end of the revival period
 - iv. In case the Policyholder does not exercise any option as set out above, the policy shall continue to be in reduced paid up status. At the end of the revival period the proceeds of the policy fund shall be paid to the Policyholder and the policy shall terminate
 - v. However, the Policyholder has an option to surrender the policy anytime and proceeds of the policy fund shall be payable
- At any time during the currency of the Policy, in case fund value is not sufficient to meet monthly charges, even if all Premium due have been paid, the Policy will terminate without any value.

While the funds are in Discontinued Policy Fund

- i. A Fund Management Charge of 0.5% on the Discontinued Policy Fund will be made. No other charges will apply.
- ii. From the date funds enter the Discontinued Policy Fund till the date they leave, a minimum guaranteed interest rate declared by IRDAI from time to time will apply. The current minimum guaranteed interest rate is 4% per annum.

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**PART D
Policy Servicing**

Section One: Revival

The Policyholder has the option to revive the discontinued Policy within three years from the date of first unpaid premium, subject to payment of overdue premiums and the underwriting policy of the Company.

Revival of a Discontinued Policy during lock-in period:

- a) The policyholder can revive the policy restoring the risk cover, along with the investments made in the segregated funds as chosen by the Policyholder, out of the discontinued fund, less the applicable charges as mentioned below in section (b), in accordance with the terms and conditions of the policy
- b) At the time of revival:
 - i. all due and unpaid premiums which have not been paid shall be payable without charging any interest or fee
 - ii. policy administration charge and premium allocation charge as applicable during the discontinuance period shall be levied. Guarantee charges, if applicable during the discontinuance period, shall be deducted provided the guarantee continues to be applicable. No other charges shall be levied
 - iii. the discontinuance charges deducted at the time of discontinuance of the policy shall be added back to the fund

Revival of a Discontinued Policy after lock-in period:

- a) You can revive the policy restoring the original risk cover in accordance with the terms and conditions of the policy
- b) At the time of revival:
 - i. all due and unpaid premiums under base plan which have not been paid shall be payable without charging any interest or fee. The policyholder also has the option to revive the rider.
 - ii. premium allocation charge as applicable shall be levied. The guarantee charges shall be deducted, if guarantee continues to be applicable.
 - iii. No other charges shall be levied.

The Policy can be revived as per the terms and conditions provided that:

- i. The Policyholder complies with any requests for information and documentation made by the Company for this purpose.
- ii. The Policyholder pays all outstanding Premium and Charges, if any from the last date of receipt of Premium to the date on which the written notice to revive the Policy becomes effective.
- iii. The revival of the Policy shall be effective from the date on which the Company has issued a written endorsement confirming the revival of the Policy.

The Policyholder understands and agrees that there is no obligation on the Company to revive the Policy or to revive it on the same terms, and the revival is subject to the underwriting requirements of the Company as applicable from time to time. The medical cost, if any, shall be borne by the Policyholder.

Section Two: Partial Withdrawals

- a) The Policyholder may make partial withdrawals in accordance with this Article after the completion of the lock-in period (5 years after the commencement of the policy), subject to the following:
 - i) In case, the Life Insured is minor, the request for partial withdrawal can only be placed after the Life Insured attains majority i.e. the age of 18 years or above
 - ii) A total of 10 partial withdrawals will be permitted during the entire Policy Term of which, the first partial withdrawal in a Policy Year shall be free of any Charge to the Policyholder. Any subsequent partial withdrawals in that Policy Year shall be subject to the Partial Withdrawal Charge specified in the Schedule.
 - iii) The minimum withdrawal amount for a single partial withdrawal is as specified in the Schedule.
 - iv) The maximum withdrawal for a single partial withdrawal shall not exceed 25% of the Fund Value at the time of withdrawal.
 - v) Unutilized free partial withdrawals in a Policy Year cannot be carried forward to any subsequent Policy Year.
 - vi) The partial withdrawals shall not be allowed which would result in termination of a contract
- b) The partial withdrawal shall be met by cancelling Units attributable to Regular Premium. The Sum Assured under the Policy shall be reduced to the extent of partial withdrawals made during two-year period immediately preceding the date of death of Life Insured. The partial withdrawals with respect to the fund values from the base premiums shall only be counted for the purpose of adjusting the sum assured to be payable on death.
- c) The Company may in its sole and absolute discretion, in case of Force Majeure circumstances or if so directed by the IRDAI, defer the payment of partial withdrawal under this Policy for a period not exceeding 30 days from the date on which payment would usually have been made.

Section Three: Switching

The Policyholder may switch Units between available Funds subject to the following:

- i) The Policyholder gives prior written notice to the Company of the switch he/she wishes to make.

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- ii) Four switches may be made in a Policy Year without any charge, but any subsequent switch will attract the charges as specified in the Schedule.
- iii) Switches will only be effective once the Company has confirmed the same.
- iv) Unutilized free switches in a Policy Year cannot be carried forward to any subsequent Policy Year.
- v) The Company will make a switch by redeeming Units from the Fund the Policyholder wishes to switch out and by allocating Units in the Fund the Policyholder wishes to switch in, equivalent to the amount the Policyholder wishes to be switched after the deduction of any applicable switching charge specified in the Schedule. For each transaction, the Company will use the Unit Price of the respective Funds that applies on the day of that transaction.
- vi) The minimum amount to be switched is as specified in the Schedule except where 100% value of a Fund is to be switched to another Fund.

Section Four: Settlement Option

- a) The Policyholder may opt to exercise the settlement option to receive the benefit payable on Maturity Date, by giving the Company a written notice at least 7 days before the Maturity Date together with any information or documentation that the Company may require, specifying the following:
 - i) The settlement period which could be a period of 1, 2, 3, 4 or 5 years from the Maturity Date, and,
 - ii) The frequency of periodic payments which could be annually, semi-annually, quarterly or monthly.
- b) If the policyholder opts for settlement option, payments will be made in installments, based on settlement period and frequency of payouts chosen, with the first installment payable on the date of maturity. For e.g. if the policyholder choose settlement period of 1 year with monthly frequency, the first installment will be paid on the Maturity Date, second installment will be paid upon completion of one month from date of maturity and so on.
- c) During the settlement period, the inherent risk in the underlying investment funds will be borne by the policyholder.
- d) The period of settlement shall not in any case be extended beyond a period of five years from the date of maturity.
- e) In the settlement period after maturity, the risk cover shall be maintained at 105% of the total premiums paid. Accordingly mortality charges will be deducted
- f) Policyholder has the option to switch the funds during the settlement period
- g) No partial withdrawals are allowed during the settlement period. However The policyholder can take complete withdrawal at any time during the settlement period and no charge will be levied for such withdrawal
- h) The charges levied during the settlement period are Fund Management Charge, Switch Charge and Mortality Charge, if any. No other charge shall be levied

- i) The policy will terminate once the fund value falls below the minimum amount specified in the Schedule during settlement period or at the end of settlement period by paying fund value at that time.
- j)

Section Five: Fund Conservation Option

Fund Conservation Option means the option available to the Policyholder to have the Units in the Policyholders Unit Account systematically switched to the Debt Fund of the Company. The Company shall notify the Policyholder 30 days before the date the right to exercise this option becomes available.

The Policyholder may opt for the Fund Conservation Option by giving the Company written notice at least 15 days before the Policy Anniversary falling 36 months prior to the Maturity Date. If the Fund Conservation Option is in force, then:

- i) The Company will systematically switch the Units (if any) from the Balance Fund, Growth Fund, Large Cap Equity Fund and Multi Cap Opportunities Fund to the Debt Fund of the Company on a half-yearly basis in the last three Policy Years (6 half-years) during which 1/N of the Units (if any) from the Balance Fund, Growth Fund, Large Cap Equity Fund and Multi Cap Opportunities Fund will be switched at the beginning of each half Policy Year to the Debt Fund, where N is determined in accordance with the table below:

Period before the Maturity Date	N
6 half-years before the Maturity Date	6
5 half-years before the Maturity Date	5
4 half-years before the Maturity Date	4
3 half-years before the Maturity Date	3
2 half-years before the Maturity Date	2
1 half-years before the Maturity Date	1

- ii) Under this option, all Regular Premiums received by the Company from the Policyholder in the last three Policy Years, if any will also be automatically redirected to the Debt Fund of the Company.
- iii) Switching and Premium Re-direction will only be allowed if the Policyholder opts out of the Fund Conservation Option in writing.

Section Six: Surrender Value

- a) A policy issued under this plan will acquire surrender value immediately from first policy year. However, no surrender value will be payable during the "lock in period", which is a period of five consecutive Policy years from the date of commencement of the Policy.
- b) If the Policyholder opts for surrender within first five Policy years, the Fund Value, including Top-up fund

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- value if any, after deducting the applicable discontinuance charges, shall be credited to the Discontinued Policy Fund (DPF) and the risk cover and rider cover, if any, shall cease
- c) The proceeds from the DPF shall be payable at the end of the "lock in period". Only fund management charge shall be deducted from this fund during this period.
 - d) The income earned on this fund shall be at least the minimum rate as prescribed by the IRDAI from time to time. The current prescribed minimum guaranteed rate of interest applicable is 4% percent per annum. The excess income earned in the DPF over and above the minimum guaranteed interest will also be accounted to the DPF.
 - e) If the Policy is discontinued after the completion of first five Policy Years, then the Policyholder may surrender the Policy. Upon surrender of the Policy, the Company will pay the Fund Value as on the date of surrender and the Policy will terminate.
 - f) The Company may in its sole and absolute discretion, in case of Force Majeure circumstances or if so directed by the IRDAI, defer the payment of the Surrender Value for a period not exceeding 30 days from the date on which payment would usually have been made.

Section Seven: Loan

Loan facility is not available under this Policy

Section Eight: Unit Encashment Conditions

- a) Subject to any changes notified by the IRDAI or any such body authorised by the Government of India to

notify such changes, receipt of Regular Premium (excluding outstation cheques or demand drafts) or valid requests for Unit switching, surrender of the Policy, partial withdrawal or benefit payments received at Company's address specified below or at any of Company's branch offices:

- i) at or before 3:00 p.m. on a particular business day will be processed at the closing Unit Price on that business day, and
 - ii) after 3:00 p.m. on a particular business day will be processed at the closing Unit Price on the next Business Day.
- b) Notwithstanding anything stated above, if any payment received by the Company is in the form of an outstation cheque or demand draft, the payment will be processed at the closing Unit Price on the day of realisation of that instrument.

Section Nine: Free Look Period

You have a period of 15 days from the date of receipt of the Policy Document and a period of 30 days in case of electronic policies and policies obtained through distance mode, to review the terms and conditions of the Policy. If you disagree to any of these terms or conditions, you have an option to return the Policy stating the reasons for objection. The Policy will accordingly be cancelled and the Company will refund an amount which shall at least be equal to non-allocated premiums plus charges levied by cancellation of units plus Policy Fund Value at the date of cancellation less Proportionate risk premium for the period on cover, the medical expenses incurred by the insurer and stamp duty charges.

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Part E

Charges, Fund Options etc.

Section One: Units and Unit Account

- a) On the Policy Commencement Date, the Company will open a Unit Account for the Policyholder in which Units attributable to all Regular Premium paid by the Policyholder will be allocated, in the Fund Allocation proportion as specified in the Schedule, to the Funds chosen by the Policyholder and after deduction of applicable Premium Allocation Charges specified in the Schedule. The Fund Allocation proportion for any Fund chosen by the Policyholder may range between 10% and 100%.
- b) The Policyholder may alter the Fund Allocation proportion (Premium Redirection) subject to the following:
 - i) The Policyholder gives prior written notice to the Company of the changes in the Fund Allocation proportion that he wishes to make.
 - ii) Two Premium Redirections may be made in a Policy Year without of any charge, and any subsequent Premium Redirection will attract the charges as specified in the Schedule.
 - iii) Premium Redirection will only be effective once the Company has confirmed the same.
 - iv) Unutilized free Premium Redirection in a Policy Year cannot be carried forward to any subsequent Policy Year.
 - v) The Company may revise the minimum Fund Allocation proportion for any Fund by giving written notice to the Policyholder of not less than three months.

Section Two: Funds

- a) The Funds available for the Policyholder to invest in, their investment objectives and respective risk profile are described in Annexure II.
- b) The Company reserves the right to introduce new Funds, amend the investment objectives of any existing Fund or to close (terminate the Fund and encashment of all Units held in the Fund), withdraw (no further investment from the Policyholder will be accepted into the Fund, but existing Units held in the Fund will continue to exist in that Fund), split or combine existing Funds with the approval of the IRDAI or such other body authorised by the Government of India to approve such changes. The Company shall send written notification to the Policyholder in advance in case of any such change.
- c) Upon the closure of a Fund, the Company will switch the existing Units in that Fund and / or apply any future Regular Premium which would have been applied to the Debt Fund.

Upon the withdrawal of a Fund, the Company will apply any future Regular Premium which would have been applied to that Fund to the Debt Fund.

The Policyholder can switch to or opt to apply any future Regular Premium to any other available Funds without charges being applied within three months of the closure or withdrawal of a Fund.

- d) A Fund is composed of Units, which will be created when assets of an equivalent value are added to the portfolio of assets against which the Fund is referenced. The assets and any income arising from these assets shall remain the Company's property at all times and the Policy does not directly or indirectly confer on the Policyholder or any other person any title to or beneficial interest in any of the Company's assets or to any income from these assets or to the profits of the Company.
- e) The price or value of any Unit and Fund will fluctuate depending on the performance of the underlying assets. The Company does not guarantee the price or value of any Units.

Section Three: Charges

- a) The Company will levy the policy charges listed in the Schedule in the following manner.
 - i) Premium Allocation Charge: This charge is a percentage of Premium and is deducted from the Regular Premium at the time of the receipt of Premium. This charge is guaranteed not to change.

Policy Year	Percentage of Annual Premium
1	5.15%
2 and onwards	2.50%

- ii) Policy Administration Charge: This is an administration charge expressed as a percentage of annualized Regular Premium as at inception and deducted by the cancellation of Units from the Regular Premium Unit Account at the applicable Unit Price at the beginning of each Policy month.

Policy Year	Percentage of Annual Premium
1 to 5	0.25% of Annualized Premium subject to maximum of Rs.500/- per month
6 onwards	0.30% of Annualized Premium subject to maximum of Rs.500/- per month

- iii) Mortality Charge: This charge is deducted by cancellation of Units from the Regular

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Premium Unit Account at applicable Unit Price at the beginning of each Policy month and is guaranteed not to change. Refer to Annexure I. Mortality charges are guaranteed.

- iv) Fund Management Charge: This charge is levied on a daily basis by adjustment to the NAV and is reviewable subject to prior approval of the IRDAI.

Fund Name	Fund Management Charge
Debt Fund (SFIN: ULIF00127/08/08FIXEDIFUND140)	1.20%
Balance Fund (SFIN: ULIF00227/08/08BALANCFUND140)	1.35%
Growth Fund (SFIN: ULIF00327/08/08GROWTHFUND140)	1.35%
Large-Cap Equity Fund (SFIN: ULIF00427/08/08LARCAPFUND140)	1.35%
Multi Cap Opportunities Fund (SFIN: ULIF01106/02/18MULCAPOPP0140)	1.35%
Discontinued Policy Fund (ULIF01024/02/11DISCONFUND140)	0.50%

- v) Discontinuance Charge: This charge is deducted from the value of Units attributable to Regular Premium Unit Account at the time of discontinuance of the Policy and is guaranteed not to change. The following Discontinuance Charge would be applicable:

Policy Year in which policy is discontinued	Policies having annualized premium up to Rs.50,000/-	Policies having annualized premium above Rs.50,000/-
1	Lower of 20% of (AP or FV) subject to a maximum of Rs.3000	Lower of 6% of (AP or FV) subject to a maximum of Rs. 6000
2	Lower of 15% of (AP or FV) subject to a maximum of Rs.2000	Lower of 4% of (AP or FV) subject to a maximum of Rs. 5000
3	Lower of 10% of (AP or FV) subject to a maximum of Rs.1500	Lower of 3% of (AP or FV) subject to a maximum of Rs. 4000
4	Lower of 5% of	Lower of 2% of

	(AP or FV) subject to a maximum of Rs.1000	(AP or FV) subject to a maximum of Rs. 2000
5 and onwards	NIL	NIL

AP: Annualized Premium, FV: Fund Value

- vi) Miscellaneous Charges are deducted by cancellation of Units attributable to Regular Premium Unit Account when the respective facility is used and are reviewable subject to the prior approval of the IRDAI.

a) Switching Charge: Four switches in a Policy Year are free, Rs.250 for every subsequent switch. Charge is reviewable with upper limit of Rs.500 subject to prior approval from IRDAI.

b) Premium Redirection Charge: Two redirections in a Policy Year are free, Rs.250 for every subsequent redirection. This charge is reviewable with upper limit of Rs.500 subject to prior approval from IRDAI

c) Partial Withdrawal Charge: First partial withdrawals in a Policy Year is free, any subsequent withdrawal will be charged Rs.250. This charge is reviewable with upper limit of Rs.500 subject to prior approval from IRDAI. A total of 10 partial withdrawals are allowed during the entire term of the contract.

- vii) Goods and Service taxes as applicable are deducted by cancellation of Units attributable to single/regular Premium Unit Account when the respective facility is used and are subject to change from time to time.

- b) Charges deducted on monthly basis from the Unit Account will be deducted from the Funds held in respect of the Regular Premium Unit Account in proportion to the Fund Value at the time of such deduction.

Section Four: Valuation of Funds and Unit Price

- a) The Unit Price of Units of each Fund shall be determined as per the guidelines issued by the IRDAI or such other body as is authorised by the Government of India to issue such regulations or guidelines from time to time.

- b) Under the following circumstances as determined by the Company, the Company reserves the right to suspend the cancellation or creation of Units.

- When one or more stock exchanges that provide a basis for valuation for a substantial portion of the assets of the Funds are closed (other than for ordinary holidays); or
- In case of natural calamities, strike, war, civil unrest, riots and bandhs; or

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- In the event of any Force Majeure or disaster that affects the normal functioning of the Company; or
- If so directed, by the IRDAI or any other applicable regulator.

The Company also reserves the right not to value one or more investment Funds under any of the above circumstances.

- c) As per the current guidelines issued by the IRDAI, the Company will determine the Unit Price of each Fund on each Business Day according to the following formula: -

Unit Price (or NAV) = {market value of investments held by the Fund plus the value of any current assets less the value of any current

liabilities and provisions[#], if any} divided by the number of Units existing in the Fund on the Valuation Date (before any new Units are created or redeemed).

[#]Provisions shall include expenses for brokerage and transaction cost, NPA, Fund Management Charges (FMC) and any other charges approved by the IRDAI.

The Unit Price will be rounded by not less than three decimal places.

- d) The Company will make all decisions about the selection and valuation of the assets to which a Fund is referenced.

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Annexure II

Fund Name	Investment objectives	Asset Allocation	Risk Profile
Debt fund (SFIN: ULIF00127/08/08FIXE DIFUND140)	To generate steady return at lower risk by investing in a range of debt securities.	<i>Government securities: 50% to 100%</i> <i>Corporate bonds: 0% to 50%</i> <i>Money Market / cash: 0% to 40%</i>	Low
Balance Fund (SFIN: ULIF00227/08/08BALA NCFUND140)	To generate balance return by investing in debt securities to provide stability and by investing in equities to provide potential to enhance the return through capital appreciation.	<i>Equity: 10% to 50%</i> <i>Government securities: 20% to 50%</i> <i>Corporate bonds: 0% to 50%</i> <i>Money Market / cash: 0% to 40%</i>	High
Growth Fund (SFIN: ULIF00327/08/08GRO WTHFUND140)	To generate higher return through capital appreciation in long term by investing in a diversified equities. Debt investment will provide a little stability and diversification.	<i>Equity: 40% to 80%</i> <i>Government securities: 10% to 30%</i> <i>Corporate bonds: 0% to 30%</i> <i>Money Market / cash: 0% to 40%</i>	High
Large Cap Equity Fund (SFIN: ULIF00427/08/08LARC APFUND140)	To generate higher return through capital appreciation in long term from a portfolio invested predominantly in large cap equities.	<i>Equity: 60% to 100%</i> <i>Money Market/cash: 0% to 40%</i>	High
Multi Cap Opportunities Fund (SFIN: ULIF01106/02/18MUL CAPOPP0140)	To generate capital appreciation for policyholders by dynamically investing across assets to capitalize on changing market conditions. The scheme aims to invest primarily in equities and to mitigate market volatility, in fixed income securities, including money market instruments. The investments will be market capitalization agnostic and will focus on growth oriented opportunities	<i>Equity: 50%-100%</i> <i>Govt. Securities,</i> <i>Corporate Bonds: 0%-30%,</i> <i>Money Market Instruments/Cash: 0%-50%</i>	High
Discontinued Policy Fund (SFIN:ULIF01024/02/1 1DISCONFUND140)	To generate steady return at lower risk when the policyholder surrenders the policy or discontinues premium payment during the lock in period. The currently prevailing minimum guaranteed rate of interest applicable to discontinued fund is 4% percent per annum.	<i>Government Securities: 60% to 100%</i> <i>Money Market/cash: 0% to 40%</i>	Low

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**PART F
General Terms and Conditions**

Section One: Termination of the Policy

This Policy shall immediately and automatically terminate on the occurrence of the first of the following events and the applicable amount, if any have been paid in accordance with the terms and conditions of this Policy:

- a. The Maturity Date
- b. The date of Intimation of the death of the Life Insured to the Company
- c. The day the Policy is surrendered (after completion of first 5 policy years)
- d. Upon cancellation of the Policy under the free look option.

Section Two: Death Claim Processing

In order for the Company to make any payment under the Policy that it is necessary that the Company:

- a) is immediately notified of the Life Insured's death in writing, and preferably within 90 days of death. Company may condone the delay in filing a claim beyond 90 days where the claimant can establish that the delay was due to unforeseen circumstances and beyond the control of the claimant.
- b) is provided with the opportunity of establishing to its satisfaction that a claim is payable.
- c) receives all reasonable cooperation and is entitled to seek any documentation and information, including but not limited to:

Basic documentation if death is due to natural Cause

- i. The Company's claim form duly completed.
- ii. The Policy Document in original.
- iii. Evidence of the date of birth of the Life Insured if the Company has not admitted the age of the Life Insured.
- iv. The original or a legalised copy of the death certificate showing the circumstances, cause and the date of death of the Life Insured.

Basic documentation if death is due to Un-natural cause

- i. The Company's claim form duly completed.
- ii. The Policy Document in original.
- iii. Evidence of the date of birth of the Life Insured if the Company has not admitted the age of the Life Insured.
- iv. The original or a legalised copy of the death certificate showing the circumstances, cause and the date of death of the Life Insured.
- v. Copies of the First Information Report and the Final Investigation Report thereof, duly attested by the concerned police officials
- vi. Copy of the post-mortem report duly attested by the concerned officials, as applicable

The Company may on a case to case basis and subject to exceptional circumstances may condone the submission of any of the above mentioned documents/information while processing the claim.

Section Three: Nomination

- a) The provisions of nomination are governed by Section 39 of the Insurance Act, 1938 as amended from time to time.
- b) A Leaflet containing the simplified version of the provisions of Section 39 of the Insurance Act 1938 as amended from time to time is enclosed as Annexure B for reference.

Section Four: Assignment

- a) The provisions of Assignment are governed by Section 38 of Insurance Act, 1938 as amended from time to time.
- b) A Leaflet containing the simplified version of the provisions of Section 38 of the Insurance Act 1938 as amended from time to time is enclosed as Annexure A for reference.

Section Five: Miscellaneous

a) Loss of the Policy Document

i) If the Policy Document is lost or destroyed then the Company reserves the right to make such investigations into and call for such evidence of the loss of the Policy Document, at the Policyholder's expense, as the Company considers necessary before issuing a duplicate Policy Document. The Company may in its discretion levy a fee not exceeding Rs 500/- in such cases.

ii) If the Company agrees to issue a duplicate Policy Document then:

1. The Policyholder agrees to first pay the Company's fee for the issue of a duplicate, and
2. The original Policy Document will cease to be of any legal effect and the Policyholder shall indemnify and keep the Company indemnified and hold the Company harmless from and against any costs, expenses, claims, awards or judgments arising out of or howsoever connected to the original Policy Document.

b) Notices

- i) All notices meant for the Company whether under this Policy or otherwise must be in writing and delivered to the Company at the address as mentioned below.
- ii) All notices meant for the Policyholder will be in writing and will be sent by the Company to the Policyholder's address shown in the Schedule.
- iii) The Company shall not be responsible for any consequences related to or arising out of non intimation of changes to the Policyholder's address.

c) Misstatement of Age

If the correct age of the Life Insured is different from that mentioned in the Application Form, the Company will assess

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the eligibility of the Life Insured for the Policy in accordance with the correct age of the Life Insured.

or a body authorised by the Government of India from time to time.

If on the basis of correct age, the Life Insured is not eligible for the Policy, the Policy shall be cancelled immediately after refunding the Premium received by the Company under the Policy as per the provisions of section 45 of Insurance Act as amended from time to time.

If the age of the Life Insured is higher than the age specified in the Application Form, the Company will decrease the Sum Assured and other benefits based on the correct age of Life Insured.

If the age of the Life Insured is lower than the age specified mentioned in the Application Form, the Company will refund the excess Premium received (without interest) under the Policy based on the correct age of Life Insured

d) Currency & Territorial Limits

All Premium and any amounts payable under the Policy are payable within India and in the currency of the Policy specified in the Schedule.

e) Governing Law & Jurisdiction

Any and all disputes or differences arising out of or in respect of this Policy shall be governed by and determined in accordance with Indian law and shall be subject to the jurisdiction of Indian Courts.

f) Entire Contract & Agent's Authority

The Policy Document comprises the entire contract between the Policyholder and the Company, and it cannot be changed or altered unless the Company approves it in writing by endorsement on the Schedule and, where required, the approval of the IRDAI has been obtained.

The insurance agent is authorised to arrange the completion and submission of the Policyholder's Application Form. The insurance agent is not authorised to amend the Policy Document, or to accept any notice on the Company's behalf or to accept payments on the Company's behalf. If any money meant for the Company in any form is paid to an insurance agent then such payment is made at the Policyholder's risk and the agent will be acting only as the Policyholder's representative.

g) Fraud and misrepresentation

Fraud, misrepresentation and forfeiture shall be dealt with in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time.

A Leaflet containing the simplified version of the provisions of Section 45 of the Insurance Act 1938 as amended from time to time is enclosed as Annexure C for reference

h) Taxes

In respect of any payment made or to be made under this Policy, the Company shall deduct or charge taxes (including goods & service tax) and other levies as applicable from time to time, at such rates as notified by the Government of India

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**PART G
Other Details**

Grievance Redressal

- I) In case of any clarification or query please contact your Company Salesperson.
- II) The Company may be contacted at:

Customer Service Help Line: 1800-102-7070 (Toll Free)
(9.30 am to 6:30 pm from Monday to Saturday)

Email : contactus@pramericalife.in

Email for Senior Citizen: seniorcitizen@pramericalife.in

Website: www.pramericalife.in

Communication Address : Customer Service,
Pramerica Life Insurance Ltd. (Erstwhile DHFL
Pramerica Life Insurance Company Ltd.),
4th Floor, Building No. 9 B, Cyber City,
DLF City Phase III, Gurgaon– 122002
Office hours: 9.30 am to 6.30 pm from Monday to Friday

- III) Grievance Redressal Officer :
If the response received from the Company is not satisfactory or no response is received within two weeks(Business Days) of contacting the Company, the matter may be escalated to:

Email- customerfirst@pramericalife.in

Grievance Redressal Officer
Pramerica Life Insurance Ltd. (Erstwhile DHFL
Pramerica Life Insurance Company Ltd.),,
4th Floor, Building No. 9 B, Cyber City,
DLF City Phase III, Gurgaon– 122002

GRO Contact Number: 0124 - 4697069
Office hours: 9.30 am to 6.30 pm from Monday to Friday

- IV) IRDAI- Grievance Redressal Cell:
If after contacting the Company, the Policyholders query or concern is not resolved satisfactorily or within timelines the Grievance Redressal Cell of the IRDAI may be contacted.

Call Center Toll Free number – 155255

Email Id- complaints@irda.gov.in

Complaints against Life Insurance Companies:
Insurance Regulatory and Development Authority of India

Consumer Affairs Department
Sy. No. 115/1, Financial District, Nanakramguda,
Gachibowli, Hyderabad, Telangana – 500032
Tel: 040 - 20204000

- V) Insurance Ombudsman:

The office of the **Insurance Ombudsman** has been established by the Government of India for the redressal of any grievance in respect of life insurance policies.

Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.

The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

You may approach the Insurance Ombudsman if your grievance pertains to any of the following:

- a. Delay in settlement of claim beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
- b. Any partial or total repudiation of claims
- c. Disputes over premium paid or payable in terms of insurance policy
- d. Misrepresentation of policy terms and conditions
- e. Legal construction of insurance policies in so far as the dispute relates to claim
- f. Policy servicing related grievances against insurers and their agents and intermediaries
- g. Issuance of Life insurance policy, which is not in conformity with the proposal form submitted by the proposer
- h. Non-issuance of insurance policy after receipt of premium
- i. Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f)

No complaint to the Insurance Ombudsman shall lie unless

(a) The complainant makes a written representation to the insurer named in the complaint and—

(i) Either the insurer had rejected the complaint, or

(ii) The complainant had not received any reply within a period of one month after the insurer received his representation, or

(iii) The complainant is not satisfied with the reply given to him by the insurer

(b) The complaint is made within one year—

(i) After the order of the insurer rejecting the representation is received, or

(ii) After receipt of decision of the insurer which is

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not to the satisfaction of the complainant, or

(iii) After expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant.

The address of the Insurance Ombudsman are attached herewith and may also be obtained from the

following link on the internet

Link: <http://www.cioins.co.in/ombudsman.html>

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Address & Contact Details of Ombudsmen Centers

COUNCIL FOR INSURANCE OMBUDSMEN,
(Monitoring Body for Offices of Insurance Ombudsman)
3rd Floor, Jeevan Seva Annexe, Santacruz(West), Mumbai – 400054. Tel no: 022-69038801/03/04/05/06/07/08/09.
Email id: inscoun@cioins.co.in website: www.cioins.co.in

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If you have a grievance, approach the grievance cell of Insurance Company first.
If complaint is not resolved/ not satisfied/not responded for 30 days then
You can approach The Office of the Insurance Ombudsman (Bimalokpal)
Please visit our website for details to lodge complaint with Ombudsman.

Office Details	Jurisdiction of Office Union Territory, District	Office Details	Jurisdiction of Office Union Territory, District
Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh
Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Jammu & Kashmir, Chandigarh.
Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry

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Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2632205 Fax: 0361 - 2732937 Email:bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email:bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email:bimalokpal.jaipur@cioins.co.in	Rajasthan	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email:bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region
Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Building Opp. Cochin Shipyard, M.G Road, Ernakulam – 682015 Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe- a part of Union Territory of Pondicherry
Office of Insurance Ombudsman, 4th Floor, Hindusthan Building Annexe, 4, C.R. Avenure, Kolkatta – 700072 Tel:033-22124339/22124340 Fax: 033-22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim and Andaman & Nicobar Islands		

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Annexure – ‘A’

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is-
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i) the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii) the insured surviving the term of the policy
Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an Assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to the insurance Act as amended from time to time for complete and accurate details.]

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Annexure – ‘B’

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of them
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015 a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to the insurance Act as amended from time to time for complete and accurate details.]

**PRAMERICA LIFE SMART WEALTH +
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Annexure – ‘C’

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 and are as follows:

1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.

2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured /beneficiary can prove

that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call 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 of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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Annexure I- Mortality Charges (per 1000 of Sum At Risk)

Attained Age	Male	Female	Attained Age	Male	Female
8	0.65	0.65	45	3.64	2.97
9	0.56	0.65	46	4.06	3.28
10	0.52	0.65	47	4.53	3.64
11	0.53	0.56	48	5.06	4.06
12	0.56	0.52	49	5.63	4.53
13	0.62	0.53	50	6.26	5.06
14	0.70	0.56	51	6.92	5.63
15	0.78	0.62	52	7.62	6.26
16	0.85	0.70	53	8.34	6.92
17	0.93	0.78	54	9.09	7.62
18	0.99	0.85	55	9.86	8.34
19	1.04	0.93	56	10.66	9.09
20	1.08	0.99	57	11.5	9.86
21	1.12	1.04	58	12.39	10.66
22	1.14	1.08	59	13.35	11.50
23	1.16	1.12	60	14.38	12.39
24	1.17	1.14	61	15.51	13.35
25	1.19	1.16	62	16.75	14.38
26	1.2	1.17	63	18.11	15.51
27	1.21	1.19	64	19.62	16.75
28	1.23	1.20	65	21.28	18.11
29	1.25	1.21	66	23.11	19.62
30	1.28	1.23	67	25.13	21.28
31	1.32	1.25	68	27.34	23.11
32	1.37	1.28	69	29.76	25.13
33	1.43	1.32	70	32.41	27.34
34	1.5	1.37	71	35.3	29.76
35	1.58	1.43	72	38.45	32.41
36	1.68	1.50	73	41.88	35.30
37	1.8	1.58	74	45.62	38.45
38	1.93	1.68	75	49.68	41.88
39	2.08	1.80	76	54.09	45.62
40	2.26	1.93	77	58.88	49.68
41	2.46	2.08	78	64.09	54.09
42	2.69	2.26	79	69.73	58.88
43	2.97	2.46	80	75.86	64.09
44	3.28	2.69			