

Policy Document

Max New York Life - SMART Xpress
A Unit-Linked Non- Participating Plan

UIN- 104L051V01

In This Policy, The Investment Risk In
Investment Portfolio Is Borne By The
Policyholder

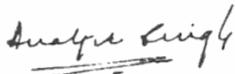
**Max New York Life Insurance Company
Limited**

Regd Office: Max House, 1, Dr. Jha Marg, Okhla, New
Delhi -110020

Max New York Life Insurance Company Limited (the "Company") has entered into this contract of insurance (the "Policy") on the basis of the proposal together with the premium deposit and declarations received from the Proposer for effecting a life Insurance contract on the life of the person (the "Life Insured") named in the schedule hereto (the "Schedule"). This Policy is subject to the terms and conditions stated herein and the Schedule.

The Company agrees to pay the Benefits under this Policy on the happening of the Insured Event, while this Policy is in force.

Signed by and on behalf of
Max New York Life Insurance Company Limited



Analjit Singh
Chairman

Date of Policy:

THE SCHEDULE (Page 01)

<u>POLICY – Max New York Life - SMART Xpress</u>	<u>TYPE OF POLICY</u> Unit Linked [Non-Participating]
	<u>GENERAL OFFICE</u>
<u>POLICY NO:</u>	<u>PROPOSAL NO:</u>
	<u>DATE OF PROPOSAL:</u>
<u>POLICYHOLDER/ PROPOSER:</u>	<u>GENDER:</u>
<u>ADDRESS:</u>	
<u>LIFE INSURED:</u>	<u>GENDER:</u>
<u>DATE OF BIRTH OF LIFE INSURED:</u>	
<u>WHETHER AGE OF LIFE INSURED ADMITTED</u>	
<u>ADDRESS:</u>	
<u>NOMINEE (S)</u>	<u>APPOINTEE [IF NOMINEE IS A MINOR]</u>
<u>EFFECTIVE DATE OF COVERAGE:</u>	
<u>PREMIUM MODE:</u>	

THE SCHEDULE (Page 02)

<u>LIST OF COVERAGES</u>	<u>MATURITY DATE</u>	<u>INSURED EVENT</u>	<u>SUM ASSURED (RS.)</u>	<u>ANNUAL TARGET PREMIUM (ATP)/ SINGLE PREMIUM (Rs.)</u>	<u>DUE DATES WHEN ATP PAYABLE/ DATE WHEN THE LAST INSTALMENT OF ATP IS PAYABLE.</u>	<u>MODAL FLAT EXTRA PREMIUM</u>
BASE POLICY <SMART Xpress>	dd/mm/yy	<u>Maturity or Death</u>				
RIDER (S), if opted <u>PERSONAL ACCIDENT BENEFIT</u>	dd/mm/yy	<u>As stated in Rider document</u>		Rider charges @ Rs. 1.35 per 1,000 Sum Assured		
<u>DREAD DISEASE</u>	dd/mm/yy	<u>As stated in Rider document</u>		<u>Morbidity charges as per rider rates</u>		
<p><u>THE BENEFITS ARE PAYABLE TO :</u></p> <p>A) <u>If the Life Insured and the policyholder are same: To the Life Insured or his nominees or proving executors or administrators or other legal representatives who shall have taken out representation to his estate from a competent court.</u></p> <p>B) <u>If the Life Insured and the policyholder are different: to the policyholder or proving executors or administrators or other legal representatives who shall have taken out representation to his estate from a competent court.</u></p>						
<u>SPECIAL PROVISIONS:</u>						

1. Available Funds and Investment objective of the funds :

Secure Fund: The investment objective of this fund is to provide stable returns by investing in relatively low risk assets. The fund will invest exclusively in fixed interest securities such as Government Securities, Corporate bonds etc.

Conservative Fund: The investment objective of this fund is to provide stable return by investing in assets of relatively low to moderate level of risk. The fund will invest primarily in fixed interest securities such as Government Securities, Corporate bonds etc. However the fund will also invest in equities.

Balanced Fund: The investment objective of this fund is to provide balanced returns from investing in both fixed income securities (to target stability of returns) as well as in equities (to target growth in capital value of assets) for moderate level of risk.

Growth Fund: The investment objective of this fund is to provide potentially higher returns to the policyholder by investing primarily in equities (to target growth in capital value of assets); however, the fund will also invest in government securities, corporate bonds and money market instruments, hence the risk involved will be relatively moderate to high.

Growth Super Fund : The investment objective of this fund is to provide potentially higher returns to the policyholder by investing predominantly in equities (to target growth in capital value of assets); however, the fund may also invest in government securities, corporate bonds and money market instruments, hence the risk involved is relatively higher.

High Growth Fund: The investment objective of the High Growth Fund is to provide potentially higher returns to policyholders in the long term. The Fund will invest predominantly in equities of companies with high growth potential in the long term (to target growth in capital value of assets); however, the fund will also invest in government securities, corporate bonds and money market instruments, hence the risk involved is relatively higher.

Dynamic Opportunities Fund: The investment objective of this fund is to provide potentially higher returns to the policyholder by dynamically investing in equities, debt or cash instruments to capitalize on changing market conditions. The fund will have flexibility to increase or decrease the debt-equity ratio basis the opportunities available in the market, hence the risk involved is moderate.

Money Market Fund: The investment objective of the fund is to provide stable returns by investing in short term money market instruments like treasury bills and cash, hence the risk and returns are relatively low.

Secure Plus Fund: The investment objective of this fund is to provide stable return by investing in relatively low risk assets. The fund will invest only in government securities, corporate bonds and money market instruments. This fund is only applicable with Systematic Fund Transfer option.

The investment pattern of the above-mentioned funds will be as follows:

Funds	Asset Types			
	Government Securities	Corporate Bonds (Investment Grade)	Money Market and Cash Instruments	Equity
Secure Fund	50-100%	0-50%	0-40%	Nil
Conservative Fund	50-80%	0-50%	0-40%	0-15%
Balanced Fund	20-50%	20-40%	0-40%	10-40%
Growth Fund	0-30%	0-30%	0-40%	20-70%
Growth Super Fund	0-20%	0-20%	0-30%	70-100%
High Growth Fund	0-30%	0-30%	0-30%	70-100%
Dynamic Opportunities Fund	0-100%	0-100%	0-40%	0-100%
Money Market Fund	Nil	Nil	100%	Nil
Secure Plus fund	60-100%	0-60%	0-40%	Nil

2. Ratio in which the premiums will be initially allocated in the Fund(s)

Fund Name	Allocation Percentage
Secure Fund	
Conservative Fund	
Balanced Fund	
Growth Fund	
Growth Super Fund	
High Growth Fund	
Dynamic Opportunities Fund	
Money Market Fund	
Secure Plus Fund (under the Systematic Transfer Plan option)	
Total	100%

3. CHARGES

A. Premium Allocation Charge for Year 1:

Premium Bands (Rs.)	Premium Allocation Charge as a percentage of Annual Target Premium	Premium Allocation Charge as a percentage of Single Premium
	In case of 3 Pay and 5 Pay	
Rs. 50,000 to 299,999	20%	7%
Rs. 300,000 to 499,999	18%	
Rs. 500,000 & above	16%	

In respect of subsequent years ATP: Allocation charge shall be 3% of ATP received.

In respect of top up premiums received: Allocation charge shall be 2% of top-up premium received.

B. Surrender Charge

If Policy is surrendered	Surrender Charge as a percentage of ATP	Surrender Charge as a percentage of Single Premium
	In case of 3 Pay & 5 Pay	
In 1 st Policy Year	40%	9%
In 2 nd Policy Year	15%	8%
In 3 rd Policy Year	10%	7%
In 4 th Policy Year	5%	6%
In 5 th Policy Year	2.5%	4%
In 6 th Policy Year	Nil	2%
In 7 th Policy Year or onwards	Nil	Nil

C. Fund Management Charge (as % of Net Assets)

Secure Fund	Conservative Fund	Balanced Fund	Growth Fund	Growth Super Fund	High Growth Fund	Dynamic Opportunities Fund	Money Market Fund	Secure Plus Fund
0.90% p.a.	0.90% p.a.	1.10% p.a.	1.25% p.a.	1.35% p.a.	1.35% p.a.	1.60% p.a.	1.25% p.a.	0.90% p.a.

The Company may increase the Fund Management Charge up to a maximum limit of 2% per annum subject to prior approval of the IRDA.

D. Policy Administration Charge

i) For 3/5 Pay option : Rs. 600/- per annum which shall be charged on each Monthiversary @ Rs. 50 per month. The Company reserves the right to increase the Policy Administration Charge subject to a maximum of Rs 900 per annum with prior approval of IRDA. This charge shall be further subject to an increase of 5% per annum compounded annually.

ii) Single Premium option : Rs 1200/- per annum, which shall be charged on each monthiversary @ Rs100 per month. The Company reserves the right to increase the Policy Administration Charge subject to a maximum of Rs 1800 per annum with prior approval of IRDA. This charge shall be further subject to an increase of 5% per annum compounded annually.

E. Redirection Charge

First three redirections in a policy year shall be free of charge. Subsequent redirections in a policy year shall attract a redirection charge of Rs. 1,000/- per redirection effected. This charge may be increased with

prior approval from IRDA but shall not exceed Rs. 2,000/- per redirection effected.

F. Switching Charge

First six switches in a policy year shall be free of charge. The charge for subsequent switches effected shall be Rs. 500/- per switch. This charge may be increased with approval from IRDA but shall not exceed Rs.1,000/- per switch effected.

G. Partial Withdrawal Charge

First six (6) partial withdrawals of units are free of charge in each policy year. Any subsequent partial withdrawal of units effected in the same policy year shall attract a charge of Rs. 1,000/- per transaction involving partial withdrawal of units. The partial withdrawal charge may be increased with approval of IRDA but shall not exceed Rs. 2,000/- per transaction involving partial withdrawal of units. The minimum amount for which request for partial withdrawal of units shall be entertained is Rs. 10,000.

H. Annual Mortality Charge for Rs. 1,000 Sum at Risk:

Age of life insured (years)	Mortality Charge (Rs.)	Age of life insured (years)	Mortality Charge (Rs.)	Age of life insured (years)	Mortality Charge (Rs.)
0	0	29	1.170	58	11.025
1	0	30	1.170	59	11.951
2	0	31	1.171	60	13.073
3	0	32	1.201	61	14.391
4	0	33	1.246	62	15.904
5	0	34	1.308	63	17.612
6	0	35	1.387	64	19.516
7	0.400	36	1.482	65	21.615
8	0.400	37	1.593	66	22.724
9	0.400	38	1.721	67	25.617
10	0.380	39	1.865	68	28.823
11	0.450	40	2.053	69	32.372
12	0.530	41	2.247	70	36.294
13	0.650	42	2.418		
14	0.713	43	2.602		
15	0.770	44	2.832		
16	0.823	45	3.110		
17	0.873	46	3.438		
18	0.919	47	3.816		
19	0.961	48	4.243		
20	0.999	49	4.719		
21	1.033	50	5.244		
22	1.063	51	5.819		
23	1.090	52	6.443		
24	1.113	53	7.116		
25	1.132	54	7.839		
26	1.147	55	8.611		
27	1.159	56	9.433		
28	1.166	57	10.294		

1. DEFINITIONS & INTERPRETATION

1.1 In the policy document, the words and phrases listed below shall be deemed to have the meanings attributed to them wherever they appear in the policy document unless the context otherwise requires:

- a) "You", "Your" refers to the Life Insured if he is also the policyholder or the policyholder if he is not the Life Insured and "We", "Us", "Our" or "Company" means Max New York Life Insurance Company Limited.
- b) "Annual Target Premium" or "ATP" means the level premium payable by you in a policy Year by regular installments in the amounts and on the due dates in the manner specified in the Schedule ["Schedule"].
- c) "Effective Date" means the date specified in the Schedule on which the risk under this policy commences, which shall not be earlier than the realisation of the first installment towards Annual Target Premium.
- d) "Fund Value" means the total number of Units held in Your Unit Account multiplied by the Unit Price.
- e) "Funds" mean as of the Effective Date (and subject always to Section 9.2) those Funds as are detailed in the Schedule.
- f) "Fund Management charge" is a charge, as specified in the schedule, which is levied as a percentage of the value of assets and is appropriated by adjusting the Net Asset Value.
- g) "Surrender Value" means the Fund Value prevailing on the date which immediately follows the date of Our receipt of Your request for surrender of this policy less the applicable surrender charge.
- h) "IRDA" means Insurance Regulatory & Development Authority constituted under the insurance Regulatory & Development Authority Act, 1999.
- i) "Life Insured" means the person on whose life the policy has been effected.
- j) "Maturity Date" means the date as shown in the Schedule on which the benefits under this policy, become payable, in accordance with Section 3.2 if Life Insured is living on that date.
- k) "Monthiversary" means the date in every month corresponding most closely with the Effective Date of coverage.
- l) "Mortality Charge" is the charge, as specified in the schedule, which is levied for providing risk cover to the life insured by canceling units of equivalent amount. This charge is exclusive of any expense loading. Mortality charges are guaranteed during the contract period and are those filed with the IRDA.
- m) "Policyholder" means the person who owns the policy.
- n) "Policy" means this "Max New York Life - SMART Xpress" unit linked, non-participating plan, the operation, regulation and management of which is governed by the documents comprising the policy documentation, which is made up of Your proposal form (and any additional information You provide in respect of Your proposal), these terms and conditions, the Schedule attached to and forming part of this policy (and if an updated Schedule is issued, then Schedule means the latest in time), Your written instructions given to us in accordance with the policy document subject to Our acceptance of the same.
- o) "Policy Anniversary" means the anniversary of the Effective Date.
- p) "Policy Year" means a 12 calendar month period commencing with the Effective Date and every policy anniversary.
- q) "Policy Term" means the term of the policy selected by You as per Section 2.3 and as specified in the schedule.
- r) "Premiums" shall mean and include Annual Target Premium (ATP), Top-up premium and single premium payable in accordance with the terms of the policy.
- s) "Premium Allocation Charge" is a charge, as specified in the schedule, expressed as percentage of premiums received. This charge will be deducted from the premiums received and the balance will be allocated to purchase the Units.
- t) "Policy Administration Charge" is a charge as specified in the schedule, which is levied at the beginning of each policy month by canceling units of equivalent amount.
- u) "Partial Withdrawal Charge" is a charge as specified in the Schedule, levied at the time of partial withdrawal by canceling units of equivalent amount. This will be recovered by cancellation of units in the Unit Account at their unit price.
- v) "Redirection Charge" is a charge as specified in the schedule and shall be levied by canceling units of equivalent amount, for redirecting Your future premiums between available Funds.
- w) "Single Premium" means the one time premium payment by single contribution at the stage of proposal.
- x) "Sum Assured" means the guaranteed amount as specified in the Schedule, net of permissible partial withdrawals, payable on the death of life insured.
- y) "Switching Charge" is a charge as specified in the schedule, for switching monies from one fund to another available fund. This charge is levied at the time of effecting the switch by canceling units of equivalent amount.
- z) "Surrender Charge" is a charge, as specified in the schedule, which is levied on the Fund Value at the time of surrender of the policy.
- aa) "Settlement Option" is a facility made available to the policyholder in accordance with Section 3.4 to receive the maturity proceeds in a defined manner.
- bb) "Top-up Premium" is an amount paid at irregular intervals, over and above the annual target premium in accordance with Section 6.2 whilst the policy is in force.
- cc) "Unit" means a notional part of the Funds created for the purposes set out in and subject to Section 8.
- dd) "Unit Account" means the account We open and manage for You as per Section 8, in which Units are allocated following the receipt of Premiums.
- ee) "Unit Price" means the Price of the Units as mentioned in Section 11.
- ff) "Valuation Date" means the date on which We value the assets to which each of the Funds is referenced for the purpose of declaring the Unit Price. We will determine the value of assets on each working day of the Company.

1.2 References to the masculine or the singular will be deemed to include references to the feminine and the plural, and vice versa.

1.3 References to any statute or statutory enactment shall be deemed to include re-enactment or amendment to the same.

1.4 Reference to days, unless context otherwise requires, means working days only.

1.5 Section headings are for ease of reference only and have no interpretive value.

2. ELIGIBILITY

2.1 The policy has been written on a single life basis.

2.2 The life insured's age at entry should be between 91 days to 60 years, as at last birthday in case of 3 pay and 5 pay premium payment options and between 91 days to 55 years in case of Single Premium payment option.

With Dread Disease Rider, the minimum and maximum age of entry can be 20 years and 50 years respectively. With Personal Accident Benefit Rider, the minimum and maximum age of entry can be 20 years and 55 years respectively.

2.3 The term of the policy is fixed at 10 years. The maximum age of Life Insured at maturity however cannot exceed 70 years.

3. BENEFITS

On the occurrence of the Insured Event, if the policy is in force, the Company will pay the following benefits:

3.1 Death Benefit

3.1.1 In case of death of Life Insured, the Company will pay Death Benefit which shall be

higher of:

The Fund Value prevailing on the date which immediately follows the date of intimation of death to Us; or The Sum Assured.

3.1.2 Provided that if death of Life Insured occurs before attaining the age of 7, the Death Benefit will be limited to the Fund Value prevailing on the date which immediately follows the date of intimation of death.

3.2 Maturity Benefit

If the Life Insured is living as on the Maturity Date, a benefit equal to the Fund Value prevailing on the Maturity Date and the Policy will come to an end unless the settlement option as stated in Section 3.4 below has been opted for.

3.3 Persistency Units

If all premiums due have been paid and the policy remains in full force, You will be entitled to Persistency Units in each of the last five years of the policy. The value of Persistency Units shall be equal to :
In case of Single Premium, 0.5% of single premium amount.
In case of 3 pay and 5 pay, 4% of the ATP.

3.4 Settlement Option

At least 3 (three) months prior to the maturity of the policy, you can opt for a settlement option, in which case the policy will continue after the maturity date but without the death benefit for a period not exceeding 5 years from the date of maturity [this period shall be called the "settlement period"]. The settlement option if opted by you and accepted by us shall entitle you to receive periodical payments of your fund value, subject to the prevailing Rules, by cancellation of units at their Unit Price and recovery of all applicable charges excluding the mortality charge. During the settlement period, you will not be entitled to effect partial withdrawal or exercise switch options. The Unit Account continues to operate during the Settlement period and all inherent investment risks shall be borne by you. The policyholder can opt out of the Settlement option at any time whereupon the Company shall close the unit account and pay the fund value.

4. SURRENDER

4.1 You may by giving us a prior written request, surrender this policy, at any time. Upon Our receipt of Your signed request for surrender of the policy, this policy shall immediately terminate, however, the surrender value if any prevailing at the time of effecting the surrender shall be paid only after the completion of third policy anniversary.

5. PARTIAL WITHDRAWAL

5.1 At any time after the third policy anniversary, partial withdrawal of Units is allowed provided the policy has a minimum Surrender Value equal to the amount of the first ATP, after partial withdrawal of units. In case where Single Premium option has been chosen, the policy must have a minimum Surrender Value equal to 20% of the Single Premium amount, after partial withdrawal of units is effected. The minimum amount for which request for partial withdrawal of units shall be entertained is Rs. 10,000/-.

5.2 For the purposes of partial withdrawal of units, the top up premiums paid, except top up premiums paid during the last three policy years, are subject to a lock in period of three years from the date of such payment.

5.3 Partial withdrawals are subject to a charge as specified in the Schedule.

5.4 We may at any time impose a complete bar on partial withdrawal of units for a time period which We shall determine but not exceeding one month if, in Our sole and absolute discretion, We consider this to be in the interest of maintaining the stability of the Funds, or necessary to protect the interest of policyholders. Such situation may arise under extraordinary circumstances such as non-availability of market prices, occurrence of any catastrophe where the declaration of unit price is not possible.

5.5 The Sum Assured shall be reduced to the extent of partial withdrawals made during a period of two years immediately preceding the death of Life Insured. However, on attainment of age 60 by the Life Insured, all

partial withdrawals made within a period of two years before attaining age 60 and all partial withdrawals made after attaining age 60 shall be adjusted against Sum Assured payable on death.

5.6 Partial withdrawal of units will not be allowed until the attainment of age of majority of the life insured.

6. PREMIUM

6.1 The Annual Target Premium is payable on due dates. The Premium mode selected by you can be changed by giving us a written request and such change on acceptance shall become effective only on the policy anniversary following the receipt of such request by us. Change sought to Premium Mode will lead to a revision in the Modal Premium amount as mentioned in the Schedule.

6.2 You may pay Top-up premium at any time subject to the following conditions:

- i. The aggregate amount of top-up premium at any time cannot exceed 25% of the ATP paid till date.
- ii. The top-up premium shall not carry any insurance cover.
- iii. We shall accept Top-up premium provided there is no default in the payment of ATP and any payment of top up shall first be applied in recovering the due ATP .

6.3 All premiums and charges are subject to applicable taxes including service tax, which shall be charged to the account of the policyholder and shall be recovered by cancellation of units at unit price.

7. ALLOCATION OF PREMIUM

We will allocate the premiums received in the Funds subject to the premium allocation charge as specified in the schedule and according to the ratio in which the premium should be allocated in various Funds, as specified by you.

7.1 SYSTEMATIC TRANSFER PLAN OPTION

7.1.1 You can choose the "systematic transfer plan option" at the stage of proposal or thereafter by giving us notice as described in section 7.1.5 pursuant to which, the ATP received net of premium allocation charge shall be allocated first to the Secure Plus Fund and units will be purchased. Immediately thereafter and on each subsequent 11 month anniversaries 1/12th of the initial units purchased shall be automatically switched to the Growth Super Fund automatically by canceling units in the Secure Plus Fund and purchasing units in the growth super fund.

7.1.2 There shall no switch charge levied while effecting switch under the systematic transfer plan option.

7.1.3. The top up premiums received shall be allocated entirely to the Growth Super Fund in case systematic transfer plan option has been opted.

7.1.4. Subject to section 5 and during such period the systematic transfer plan is in force, partial withdrawal of units shall not be permitted from the Secure Plus Fund.

7.1.5 You may opt out of the Systematic Transfer Plan option by giving at least 30 days written notice to the company. Once accepted, the request shall be effective on and from the policy anniversary next following the receipt of your request.

7.1.6 In case you fail to pay the ATP due within the grace period, the systematic transfer plan opted for by you shall cease to apply and ATP/Top-up premium received after the expiry of grace period shall be allocated, subject to Section 15, to the Growth Super Fund or any other fund of your choice. The systematic transfer plan option shall be automatically applied for all future ATP's received thereafter but within the grace period, unless You advise Us otherwise.

8. UNITS

8.1 We shall open a Unit Account on the Effective Date.

8.2 Units will be purchased and cancelled at the Unit Price. The number of Units shall be expressed up to three decimal places.

8.3 The allocation of Units to the Unit Account and the Unit Account itself are a means by which the value of the policy is determined and, accordingly, neither the Units nor the Unit Account gives rise to any legal or beneficial ownership or right in Your favour in either the assets to which the Funds are referenced or the income from those assets or any surpluses in any Funds or in Our profits or assets.

9. FUNDS

We will (subject to Section 9.3) maintain a number of Funds. Each Fund has its own investment objective and the details of the number and type of Funds available for this policy shall be as specified in the Schedule.

9.1 The assets underlying each of the Funds shall be valued on each Valuation Date. We shall always endeavour to value the assets on each working day. We may have to defer the Valuation Date upto 30 days under certain extreme circumstances viz.:

- a) when one or more stock exchanges/ debt market which provide a basis for valuation for a substantial portion of assets of the Fund are closed down otherwise than for ordinary holidays.
- b) when, as a result of political, economic, monetary or any circumstances out of Our control, the disposal of assets of the Fund is not possible, profitable or practical.
- c) during periods of extreme volatility of markets.
- d) natural calamities, strikes, wars, civil unrest, riots and "bandhs" or any other force majeure or disaster that affect Our normal functioning
- e) If so directed by IRDA.

9.2 We reserve the right to add, close, combine or alter any Fund with prior approval from IRDA. We will send You 60 days prior written notice of Our intention to close, alter or combine any Fund. We will effect a transfer to an alternative Fund free of charge if We receive Your written notice of the alternative Fund in which You wish to invest before Our scheduled date of closure, alteration or combination, failing which You agree that We shall, without liability, effect a transfer to what is, in Our view, the most conservative Fund available at that time.

9.3 The unit price shall be computed based on whether the Company is purchasing (appropriation price) or selling (expropriation price) the assets in order to meet the day to day transactions of unit allocations and unit redemptions i.e. the Company shall be required to sell/purchase the assets if unit redemptions/allocations exceed unit allocations/redemptions at the valuation date.

9.4 The Appropriation price shall apply in a situation when the Company is required to purchase the assets to allocate the units at the valuation date. This shall be the amount of money that the Company would put into the fund in respect of each unit it allocates in order to preserve the interests of the existing policyholders.

9.5 The Expropriation price shall apply in a situation when the Company is required to sell assets to redeem the units at the valuation date. This shall be the amount of money that the Company will take out of the fund in respect of each unit it cancels in order to preserve the interests of the continuing policyholders.

9.6 The value of a Fund will be determined and based on the market value/ fair value at which assets referenced to such Fund can be respectively purchased or sold, plus the respective cost of purchasing or minus the cost of selling the assets, plus the value of current assets, plus any accrued income net of fund management charges, less the value of current liabilities, less provisions, if any. The value of Funds may increase, decrease or remain unchanged accordingly.

10. REDIRECTION AND SWITCH

Redirection

10.1 You may redirect Your future Premiums between Funds at any time. If You choose to redirect Your premiums to more than one Fund, the amount paid into each Fund must meet Our minimum receipt requirements in force at that time. Your notice must quote Your policy number and it must specify precisely the Fund in which You wish to redirect the premium.

10.2 We will process the first three redirections in a policy Year free of charge. Subsequent redirections in a policy Year will attract a redirection charge as specified in the schedule.

Switch

10.3 You may switch Units between available Funds, subject to a minimum switch amount of Rs. 5,000.

10.4 Following receipt of Your written notice, We will cancel Units in the Fund You wish to exit and purchase Units in the Fund You wish to enter.

10.5 We will process the first six Unit switches in a policy Year free of any switching charge. Subsequent switches will attract a switch charge as specified in the schedule.

10.6 We may at any time impose a complete or partial bar on switches for a time period We shall determine (but not exceeding 30 days) if, in Our sole and absolute discretion, We consider this to be in the interests of

maintaining the stability of the Funds, or necessary to protect the interest of policyholder. Such situation may arise under extraordinary circumstances such as non-availability of market prices, occurrence of any catastrophe where the declaration of unit price is not possible.

11. UNIT PRICE

11.1 The Unit Price shall be determined on each Valuation Date. The unit price in respect of each fund will be determined by dividing the value of the Fund with the number of units on the valuation date subject to rounding up or down by not more than 1% of a rupee.

11.2 In respect of premiums received upto 3:00 p.m. under a local cheque or a demand draft payable at par or by way of cash, the closing NAV of the day on which the premium is received shall be applicable. In respect of premiums received after 3:00 p.m., the closing NAV of the next business day shall be applicable.

11.3 In respect of premiums received under outstation cheques / demand drafts, the closing NAV of the day on which the cheques / demand draft is realized shall be applicable.

11.4 All requests for switch, redirection or partial withdrawal received upto 3:00 p.m. will be processed at the closing NAV of the day on which the request is received. All such requests received after 3:00 p.m. will be processed at the closing NAV of the next business day.

12. CHARGES

12.1 We shall levy the following charges:

i) Policy Administration Charge
The policy administration charge as specified in the schedule will be recovered throughout the policy term on each Monthiversary by canceling Units in the Unit Account at their Unit Price.

ii) Fund Management Charge
The rate per annum for levying the fund management charge for each fund is as specified in the schedule.
The rate to be levied at each Valuation Date will be equal to the annual rate divided by 365 and multiplied by the number of days that have elapsed since the previous Valuation Date. The charge shall be recovered out of the assets on each Valuation Date.

iii) Premium Allocation charge
Premium allocation charge as specified in the Schedule shall be recovered from the premiums received before the premiums are allocated to the Unit Account.

iv) Redirection charge
Redirection charge as specified in the schedule shall be recovered by cancellation of units from the Unit Account at the Unit Price.

v) Switching Charge
Switching Charge as specified in the Schedule shall be recovered by cancellation of Units at the Unit Price.

vi) Mortality charge
Mortality charge as specified in the schedule for providing risk cover to the life insured shall be recovered in the following manner:
On each Monthiversary, an appropriate number of Units, including a part thereof, in the Unit Account will be cancelled at their Unit Price to meet mortality for the life insurance.

12.2 The Charges that are recovered by cancellation of Units at Unit Price will be deducted in the same proportion as the Unit Price of Units held in each Fund, in case the Units are held in more than one Fund.

13. TERMINATION OF POLICY

This policy will terminate immediately upon the earlier of the following events:

- i) The date upon which We receive Your surrender request under Section 4.1.
- ii) On the Maturity date
- iii) On death of the insured
- iv) If at any time, after the third policy anniversary, the Surrender value equals to or is less than one ATP, the policy will terminate and we will pay the surrender value subject to surrender value being not less than one ATP.
- v) On the expiry of the revival period as enumerated in clause 14.2 (c) hereinafter.

14. LAPSE

14.1 Discontinuation of premiums after paying at least three consecutive years premium:

- a) If all due Annual Target Premiums have been paid for at least three consecutive years and subsequent Annual Target Premiums are unpaid, an opportunity will be given to you to revive the policy within the revival period as mentioned in Section 15
- b) During the revival period, the insurance cover under the policy and the rider(s) (if any) will continue and all due charges would be levied and recovered. However, if the surrender value reaches an amount equal to one Annual Target Premium, the contract shall be terminated and the surrender value will be paid.
- c) At the end of the revival period, if the policy is not revived, the policy holder will have an option to continue the policy and the rider(s) (if any) with the insurance cover, levying all applicable charges until the surrender value reaches an amount equal to one Annual Target Premium. Otherwise, the policy will terminate and the surrender value subject to surrender value being not less than one ATP, will be paid.

14.2 Discontinuance of premiums within three years of inception of the policy:

- a) If all Annual Target Premiums have not been paid for at least 3 consecutive years from the effective date of coverage, the insurance cover under the policy and the rider(s) (if any) shall cease immediately on expiry of the grace period and the Unit Account will be closed.
- b) We will give you an opportunity to revive the policy within the revival period as mentioned in Section 15.

On revival, the insurance cover under this policy and the rider(s) (if any), as at the date of lapse will be restored and the Unit Account re-opened. The amount of premium paid at the revival date, together with an amount equal to the fund value prevailing at the date of lapse, less any Premium Allocation Charge attributable to the premium paid at the revival date, and according to the ratio in which the premium should be allocated in various Funds, as specified by you, will be used to purchase Units at the Unit Price as mentioned in Section 11 determined as at the date of revival. An amount equal to the Policy Administration Charges falling due between the date of lapse and the date of revival will be levied at the date of revival by canceling Units in the Unit Account at their Unit Price

- c) In case the policy is not revived during the revival period, the policy will terminate and the surrender value as at the date of lapse, if any, shall be paid at the end of third policy anniversary or at the end of the revival period, whichever is later.

14.3 During the grace period we will accept the lapsed notice amount without interest. The insurance coverage continues during the grace period but in case of death of Life Insured during the grace period, we will pay the Death Benefit

15. GRACE PERIOD AND REVIVAL OF LAPSED POLICY

A grace period of 30 days [15 days where premium payment mode is monthly] from the due date of payment of Annual Target Premium shall be allowed for payment of Annual Target Premium

The policy may be revived within 36 months of its date of lapse if:

- i) You give us a written request to revive the policy and
 - ii) You have produced evidence of insurability acceptable to us as per Our underwriting practices, and
- You pay us all overdue Annual Target Premiums and due charges. The revival of a lapsed policy is subject to absolute discretion of the insurer.

16. CHANGE IN SUM ASSURED

You may apply in writing to increase or decrease the Sum Assured. We may increase or decrease the Sum Assured at Our sole discretion, subject to the following conditions and prevailing rules:

- a) Increase or decrease in Sum Assured will not change the Annual Target Premium.
- b) Increase or decrease in Sum Assured will be subject to the maximum and minimum sum assured allowed under this policy.
- c) All applicable charges for the increased or decreased Sum Assured shall be recovered.
- d) The increase or decrease in Sum Assured shall be effective from the policy anniversary which follows our acceptance of your request.

17. GENERAL CONDITIONS

This policy is issued on the basis of Your acknowledgement and agreement that:

- i) "Max New York Life - SMART Xpress" is a Unit linked life insurance plan. Unit linked insurance products are different from the traditional insurance products and are subject to investment risk.
- ii) "Max New York Life - SMART Xpress" is only the name of the plan and does not in any way indicate the quality of the policy, its future prospects or returns.
- iii) The names of the Funds as shown in the Schedule do not in any manner indicate the quality of the Funds, their future prospects or returns.
- iv) The premium paid in Unit Linked Life insurance policies are subject to investment risks associated with the capital markets and NAVs of the Units may go up or down based on the performance of fund and factors influencing the capital market and the insured is responsible for his/her decisions.
- v) We do not guarantee the Fund value or value of Unit Price. Depending on market risk and the performance of the Funds to which the Units are referenced, the Fund value may fall, rise or remain unchanged and the policyholder is responsible for his / her decisions. There can be no assurance that the objectives of any of the Funds will be achieved and none is given by Us.
- vi) The past performance of any Fund of the Company is not necessarily indicative of the future performance of any of the Funds.
- vii) The Funds do not offer a guaranteed or assured return.
- viii) All premiums / benefits payable under the policy and applicable charges are subject to applicable laws and taxes including service tax, as they exist from time to time.
- ix) By definition this is a unit linked and non-participating policy.
- x) No loan is available under this policy.

18. ENTIRE CONTRACT

The policy documentation contains the entire understanding between You and Us in respect of the policy and the benefits available under it. No amendment to this policy or the policy documentation shall be effective if not expressly approved in writing by Us.

19. MISSTATEMENT OF AGE

Mortality charges are calculated based on the Age of the Life Insured declared in the Proposal. Without prejudice to the full disclosure and incontestability provisions, We may in Our sole discretion:

- a) In case Life Insured's age at the time of issuance of policy is lower or higher than the age declared, adjust the premium and / or benefits payable to those applicable had the true age been stated at issue and the policy would have been issued based on our underwriting rules at that time; and
- b) In case Life Insured's true age at the time of issuing the policy is higher than the maximum entry age limit under the policy, cancel the policy and pay the surrender value (if any).

20. VESTING ON ATTAINING MAJORITY

If the policy has been issued on the life of a minor, the policy will automatically vest in him on his attaining age of majority (eighteen years) and thereafter the Life Insured would be the policyholder and the Company shall deal directly with him.

Any assignment or nomination of the policy contrary to this provision would be null and void

21. DEATH OF THE POLICYHOLDER BEFORE VESTING IN FAVOUR OF THE LIFE INSURED

If the policyholder dies before vesting of the Policy in favour of the Life Insured, we may allow the surviving parent or legal guardian to continue the policy by payment of premiums.

22. NOMINATION AND ASSIGNMENT

The person named by You in the proposal form as the nominee/s, shall be the person to whom the death benefit and other benefits payable after death of life insured under the policy will be paid. Such nomination only indicates the person, who is authorized to receive the amount on the payment of which, We will receive a valid discharge of Our liability under the policy. Change in nomination, if any, may be made by You at any time during the term of the policy and the same must be registered with Us.

You may also assign the benefits under the policy in favour of the person named by You whereby the beneficial interest, right and title under the policy gets transferred to such person. You can assign the entire policy, if any, and not individual benefits. An absolute assignment shall automatically cancel a nomination except any assignment in favour of the Company. Notice of assignment (including any change thereof), should be submitted for registration to the Company.

In registering an assignment or nomination, the Company does not accept any responsibility or express any opinion as to its validity or legality.

23. SUICIDE EXCLUSION

Notwithstanding anything stated to the contrary in the policy, if the Life Insured under the policy dies by suicide, whether sane or insane, within 12 months from the Effective Date or the Date of any revival of this policy effected in the first 3 policy years, the policy coverage shall come to an end.

24. CLAIMS

Subject to full disclosure and incontestability provision stated below and the policy remaining in full force and We have satisfactory proof of the happening of the insured event and its cause, and our receipt of the claimant's statement, original policy, death certificate, attending physician's statement, hospital treatment certificate, burial/cremation statement, employer's certificate, F.I.R / post-mortem report (wherever applicable), photo-identity proof of the claimant, documents establishing right of the claimant and such other documents required by Us at that time, We will settle the claim.

25. FREE LOOK PERIOD

The policyholder has a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and where the policyholder disagrees to any of those terms or conditions, he has the option to return the policy stating the reasons for his objections, upon which he shall be entitled to refund of an amount which shall be equal to the non-allocated premium plus charges levied by cancellation of units plus fund value as at the date of cancellation of policy less expenses incurred on medical examination and on account of stamp duty.

26. FULL DISCLOSURE & INCONTESTABILITY

This policy has been issued on the representation of the policyholder that he has made full disclosures of all relevant facts and circumstances. Any concealment, non-disclosure, misrepresentation or fraud by the policyholder shall render the policy liable for cancellation and shall be grounds for the Company to avoid all or any liability. If it deems fit, the Company may also forfeit the Premium(s) received.

We also draw Your attention to Section 45 of the Insurance Act, 1938, which states as follows:

"No policy of life insurance effected 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 insured was incorrectly stated in the proposal."

27. DISPUTE REDRESSAL CELL

All consumer grievances may be first addressed to Our Customer Helpdesk at 90 A, Sector 18, Gurgaon, 122002, Haryana, India or the servicing General Office and subsequently (if required) to the Insurance Ombudsman, or from the IRDA website address www.irdaindia.org. The List of Ombudsman is also attached as Appendix A to this policy.

i). In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

*Head Operation and Delivery, Tel No :0124-4239561
email- CCRP@maxnewyorklife.com*

ii). The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant. iii) In case you are not satisfied with the decision/resolution of the Company, you may approach the

Insurance Ombudsman at the address given below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Address of the Insurance Ombudsman is provided in the Appendix A.

iv). As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made - only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer - within a period of one year from the date of rejection by the insurer if it is not simultaneously under any litigation.

28. NOTICES

All notices meant for Us whether under this policy or otherwise must be in writing and delivered to Us at Our address as shown in the Schedule, or such other address as We may notify to You from time to time.

All notices meant for You will be in writing and will be sent by Us to Your address as shown in the Schedule. If You change Your address, or Your Nominee changes his address, You must notify Us immediately.

29. ELECTRONIC TRANSACTIONS

You will adhere to and comply with all such terms and conditions as prescribed by Us from time to time, and all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or any combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by Us or on Our behalf, for and in respect of the policy, or in relation to any of Our products and services, shall constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities, as may be prescribed by Us from time to time.

30. LOSS OF THE POLICY DOCUMENTATION

If the policy documentation is lost then We will, pursuant to Your written request and upon being satisfied as to the fact and cause of the loss, provide a copy. If a copy is issued, the original policy documentation will cease to be of any legal effect. You agree to keep Us indemnified and hold Us harmless from any costs, expenses, claims, awards or judgments arising out of or howsoever connected to the original policy documentation and this is an agreed condition precedent to Your right to any payment under this policy.

31. TAX

We shall make deductions from any payments to be made under this policy which We reasonably believe to be necessary on account of any tax or other payment imposed or to be imposed under any legislation, order, regulation, rule, judgment or otherwise upon You, Your nominee or Us.

32. FRAUD

If You or anyone acting at Your direction or with Your knowledge, or any other nominee or beneficiary under or in respect of this policy makes or advances any claim knowing it to be false or fraudulent in any way, then this policy shall be void and any amount actually or potentially payable under this policy shall be forfeited.

33. GOVERNING LAW & DISPUTE RESOLUTION

Indian law shall govern this policy and the relationship between You and Us.

LIST OF OMBUDSMAN

Office of the Ombudsman	NAME OF THE OMBUDSMAN AND Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri B.C. Bose	
2nd Flr., Ambica House,Nr. C.U. Shah College, 5, Navyug Colony, 2, Ashram Road, AHMEDABAD - 380 014	(O) 079-27546150, 27546139 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri R.P. Dubey	
1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL - 462 011	(O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESWAR	Shri M.N. Patnaik	
62, Forest Park, BHUBANESWAR - 751 009	(O) 0674-2535220, 2533798 Fax:0674-2531607 Email : ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M. Chadha	
S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017	(O) 0172-2706196, 2705861 EPBX: 0172-2706468 Fax: 0172-2708274 E-mail : ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Shri K. Sridhar	
Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018	(O) 044-24333678, 24333668 Fax: 044-24333664 E-mail : insombud@md4.vsnl.net.in	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Shri R. Beri	
2/2 A, 1 st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002	(O) 011-23239611,23237539, 23237532 Fax: 011-23230858 E-mail : iobdelraj@rediffmail.com	Delhi & Rajashtan
GUWAHATI	Shri S.K. Kar	
Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021	(O) 0361-2413525 EPBX: 0361-2415430 Fax: 0361-2414051 E-mail : omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A. Chowdary	
6-2-46, 1 st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.	(o) 040-23325325, 23312122, 65504123, Fax:040-23376599, E-mail : hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Smt. P.N. Santhakumari	
2 nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015	(O) 0484-2358734, 2359338, 2358759, Fax:0484-2359336 E-mail: ombudsmankochi@yahoo.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry
KOLKATA	Shri K. Rangabhashyam	
North British Bldg. 29, N. S. Road, 3rd Flr., KOLKATA -700 001.	(O) 033-22134869, 22134867, 22134866, Fax: 033-22134868, E-mail : lombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Shri K.S.K. Khare	
Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001	(O) 0522-2201188, 2231330, 2231331 Fax:0522-2231310, E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Shri R.K. Vashishtha	
3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054	(O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052 Email: ombudsman@vsnl.net	Maharashtra, Goa