





**American Life Insurance Company**  
 (Incorporated in 1868 in the U.S.A. as Limited Company and  
 Registered for Life Insurance Business in Nepal under Insurance Act, 2049)  
 Company Regn. No. 6/02/063

**Registered Office in Nepal:**  
**NARAYANI COMPLEX, PULCHOWK,  
 G.P.O. BOX: 11590, KATHMANDU, NEPAL**

**Home Office:**  
**METROPOLITAN LIFE INSURANCE  
 COMPANY  
 200 Park Avenue, New York  
 New York 10166, U.S.A.**

**FUTURE CARE - DPS**

**AMERICAN LIFE INSURANCE COMPANY** hereinafter referred to as the Insurer.

**HEREBY INSURES** the Insured stated in the Policy Specification Schedule and agrees to pay the benefits provided herein subject to the terms and conditions hereof.

**THIS CONTRACT** is made in consideration of the Application (Proposal Form) for this Policy and the payment, in advance, of Premium as herein provided. Subject to the receipt of the first Premium, this Contract will become effective from the Policy Date stated in the Policy Specification Schedule.

**PREMIUMS** for the Policy are payable as of the Policy Date and thereafter during the premium payment period while the Insured is then alive.

**ADDITIONAL PREMIUMS** for any Supplementary Contracts attached hereto are payable on the same date as the Premium payment date of the Policy. Such payments to continue until death of Insured or termination of such Supplementary Contracts in accordance with the terms thereof.

**POLICY YEARS**, months and anniversaries will be determined from the Policy Date stated in the Policy Specification Schedule.

**THE BENEFITS**, provisions and conditions set forth in the Policy Specification Schedule and any endorsement attached hereto and noted on the Policy Specification Schedule and on this and the following pages are a part of this Policy.

**ALL SUMS** payable hereunder by or to the Insurer shall be payable in Nepalese Rupee and shall be paid at the Registered Office of the Insurer in Nepal.

**CONTROLLING LAW**-The provisions and terms of this Policy shall be construed in accordance with the Insurance Act, 2049 and Insurance Regulations, 2049 and applicable laws will apply in respect of any controversy/dispute arising therefrom.

**TAX LAW**-Taxes payable by the Insured per existing tax laws or per any changes in the law of taxation or imposition of new taxes or taxes on the benefits payable under this Policy shall be collected from the Insured or shall be deducted from the benefits payable subject to applicable laws.

**IN WITNESS WHEREOF**, AMERICAN LIFE INSURANCE COMPANY has caused this Policy to be executed as of the Date of Issue stated in the Policy Specification Schedule.

Courtesigned by \_\_\_\_\_  
 Registrar

Vice President and General Manager



## 1.2 DEFINITIONS

The following terms, when used in this Policy or in the Supplementary Contract(s) attached to this Policy and forming its part, shall have the following meanings unless otherwise stated:

**Account Value** means the balance of the Account into which Net Premiums and Investment Earnings are credited and from which Monthly Deductions are made.

**Administration and Management Expenses** means the expenses incurred by the Insurer for the administration and management of the Policy.

**Age** means the Insured's age at nearest birthday as of the Policy Date.

**Annuitant** means the Insured who receives the Maturity Benefits as an annuity.

**Annuity** means a series of periodic payments, usually monthly, to an Annuitant (Insured).

**Assignment** means a transfer of ownership rights under the Policy from Owner to another person.

**Beneficiary** means the person or persons stated in the Proposal Form, unless later changed and accepted by the Insurer. If no person or persons are stated, the Owner is the Beneficiary. The Beneficiary (ies) shall be entitled to the Death Benefit of this Policy while the Policy is in force.

**Benefits** mean the amount of money payable under this Policy or under any Supplementary Contract attached to this Policy.

**Cash Surrender Value** means the Account Value on the date of surrender less Surrender Charge, and Processing Fee.

**Contract** means the Policy, the Proposal form, any written submissions or endorsements and any Supplementary Contract applied for, which is attached thereto and stated to be part of the Policy.

**Face Amount(s)** means the amount of insurance that the Policy provides as shown in the Policy Specification Schedule and from which the Death Benefit will be determined.

**Indebtedness** means the total amount of the Policy loan including both the principal and accrued interest.

**Injury** whenever used in Clause 5.2 of this Policy means accidental bodily injury occurring to the Insured while this Clause is in force, and resulting, directly from accident and independently of all other causes, in loss covered by this Clause.

**Insured** means the person named in the Policy Specification Schedule whose life is insured under this Policy between the ages eighteen (18) and fifty four (54) years.

**Issue Date (or Date of Issue)** means the date the Policy is issued. It may be a later date than the Policy Date. Once issued, Policy coverage is retroactive to the Policy Date. The Issue Date is stated in the Policy Specification Schedule and indicates the Policy execution date.

**Investment Earnings** means the earnings credited to the Account Value on any Monthly Due Date by applying the Investment Yield to the Account Value at the prior Monthly Due Date after making any Monthly Deductions.

**Investment Yield** means the yield on the assets of the Separate Non-Participating Fund to which this Policy is referable, less a deduction as determined by the Insurer from time to time.

**Lapse** means termination of the Policy as provided in Clause 2.17 TERMINATION OF POLICY.

**Loss** whenever used in Clause 5.2 of this Policy means the total loss of functional use or complete and permanent severance:

- With reference to Limb (hand or foot): at or above the wrist or ankle joint.
- With reference to Thumb and Index Finger: at or above the metacarpophalangeal joints.
- With reference to sight, hearing or speech: irrecoverable loss of sight, hearing or speech as certified by a licensed Physician specializing in Ophthalmology or Otolaryngology.

**Maturity Benefit** means the Account Value on the Maturity Date less any Indebtedness.

**Maturity Date** means the date on which the Maturity Benefit under this Policy is payable. The Maturity Date is stated in the Policy Specification Schedule.

**Monthly Deductions** means the amounts deducted by the Insurer from Account Value on the Monthly Due Date.

**Monthly Due Date** means the same day as the Policy Date for each succeeding month, except that, for any month not having such a day, it is the last day of that month.

**Net Cash Surrender Value** means the Cash Surrender Value less Indebtedness.

**Net Premium** means the Premium paid less any expenses deducted from the Premium as determined by the Insurer. The Net Premium will be credited to the Account Value.

**Owner** means the payer and owner of this Policy as shown in the Proposal Form unless his identity is later changed in accordance with the terms of this Policy. The Owner may be someone other than the Insured.

**Permanent** whenever used in Clause 5.2 of this Policy means total irreversible loss which has continued uninterrupted for a period of at least six (6) calendar months since its occurrence and is total continuous and permanent at the end of that period. However, Loss by severance shall be recognized as Permanent upon occurrence.

**Physician** means a person legally licensed to practice medicine and/or surgery other than the Insured or a member of the Insured's immediate family or an employer or employee of the Insured.

**Policy** means the Terms and Conditions of this DPB, the Policy Application or Proposal form and Policy Specification Schedule attached to the Policy.

**Policy Anniversary** means an anniversary of the Policy Date.

**Policy Application or Proposal Form** means a written application for insurance on the Insurer's forms signed by the Owner and filed with and approved by the Insurer to purchase benefits under the Policy and under any Supplementary Contracts. This is considered an integral part of the Policy.

**Policy Date** means the date on which the Policy takes effect. Policy date is shown in the Policy Specification Schedule.

**Policy Specification Schedule** means the schedule signed by the Insurer and attached to the Policy which includes the identification of the Owner, the Insured, the Beneficiary, the Policy Date, the First Premium, the Supplementary Contracts, and other information. The Policy Specification Schedule is not valid unless it carries the Insurer's seal and signature of registrar.

**Policy Year** means the year commencing with the Policy Date and ending on the day before the first Policy Anniversary, or any following year commencing with the Policy Anniversary and ending on the day before the next Policy Anniversary.

**Premium** means the Premium amount stated in the Policy Specification Specification Schedule. The Premium is payable by the Owner to the Insurer in respect of the Policy and in respect to the Supplementary Contracts attached to the Policy, if any.

**Pre-existing Condition** whenever used in Clause 5.2 of this Policy means a condition that was diagnosed, treated or for which a Physician was consulted at any time prior the Policy Date, whether declared or not declared on the Application.



**Principal Sum** means two (2) times the Policy Face Amount stated in the Policy Specification Schedule.

**Processing fee** means amount charged by the Insurer for processing the surrender or partial withdrawal transactions.

**Registered Office** means the Insurer's office in Nepal as shown on the first page of this Policy.

**Reinstatement** means the restoration of lapsed Policy to in force status. Reinstatement is subject to Insurer's consent and requirements as provided in the Policy, and restores the Benefits previously provided under the Policy.

**Supplementary Contract** means an optional insurance Contract attached to the Policy and which provides additional insurance benefits.

**Surrender** means an option by which the Owner voluntarily discontinues his Policy in return for its Net Cash Surrender Value.

**Surrender Charge** means the amount charged by the Insurer upon surrender or partial withdrawal.

**"Terrorist Act"** wherever used in Clause 5.2 of this Policy means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property, or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial, or religious interests, whether such interests are declared or not. Hobbies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrators and victims shall not be considered Terrorist Acts. "Terrorist Act" shall also include any act which is verified or recognized as an act of terrorism by the relevant government of the country where the act occurs.

**Totally and Permanently Disabled** wherever used in Clause 5.2 of this Policy means the Insured is unable to engage in any occupation for which the Insured is reasonably qualified by education, training or experience, if at the time of the loss the Insured is unemployed, Totally and Permanently disabled shall mean the permanent and total inability to perform all of the usual and customary duties and activities of a person of like age and sex.

**War** means War or military operations (whether war be declared or not) or invasion, act of foreign enemy, hostilities, mutiny, riot, civil commotion, strike, civil war, rebellion, revolution, insurrection, rebellion, uprising, ambushes, and all acts of similar nature, conspiracy, military or usurped power, martial law or state of siege, or any events or causes which determine the proclamation or maintenance of martial law or state of siege.

## 2.2 GENERAL PROVISIONS

### 2.1 CONTRACT, ITS PROVISIONS AND LIMITATIONS

This Policy, the Application, the Policy Specification Schedule together with the medical examination, if any, any Supplementary Contracts, together with any amendments or endorsements issued by the Insurer constitute the entire Contract (the "Contract"). All statements made in applying for the Contract will be deemed, in the absence of fraud, representations and not warranties. No statement will be used to invalidate the Contract or to defend against a claim under it unless it is explicitly contained in the Application and/or in any written and signed amendment to the Application approved by and filed with the Insurer.

### 2.2 CONSIDERATION

This Contract is issued on the basis of the declarations made in the Application together with the medical examination, if any, a copy of which is attached to the Policy, and in consideration of the payment in advance of the premium applicable to this Contract stated in the Policy Specification Schedule.

Concealment of facts or false statement by the Owner/Insured which affect the acceptance of the risk by the Insurer shall invalidate this Policy from inception.

### 2.3 MODIFICATION

Only the Chairman of the Board, President, Vice President, Regional Vice President, Actuary, Secretary, or Registrar of the Insurer can enter into or modify this Contract, extend the time for payment of any Premium, or waive any of the Insurer's rights or requirements upon approval by the Registrar.

## 2.4 BENEFITS

Benefits are only payable by the Insurer upon delivery of this Policy together with proof of the Age of the Insured and/or death of Insured, the title of the claimant and any other claim documents required by the Insurer along with documents necessary per Insurance Act, 2068.

### 2.5 INCONTESTABILITY

This Policy, but not any part hereof granting Disability or Accident Benefits or Critical illness, shall be incontestable after it has been in force, during the lifetime of the Insured, for two years from its Effective Date, except for fraud, willful misrepresentation or nonpayment of Premium(s).

In the event the Owner elects to increase the Basic Face Amount or to reinstate this Policy, the increase or reinstatement shall be incontestable, under this Policy, after it has been in force, during the lifetime of the Insured, for two years from the effective date of the increase or the reinstatement except for fraud, willful misrepresentation or nonpayment of Premium(s).

### 2.6 MISSTATEMENT OF AGE

If the Age of the Insured has been under-stated, any amount payable under this Policy shall be reduced to equal the amount the Premium paid would have purchased at the correct Age. If the Age has been over-stated, the excess of the amount of Premium paid over the Premium at the correct Age will be refunded without interest and there will be no change in the amount payable under this Policy.

In the event the Age of the Insured has been misstated, and if according to the correct Age of the Insured, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such Premium or Premiums, then the liability of the Insurer during the period the Insured is not eligible for coverage shall be limited to the refund without interest, upon written request, of Premiums paid for the period not covered by the Policy less any payments already made by the Insurer according to this Policy and other expenses, if any, as determined by the Insurer, in its sole discretion. In the event that such payments or such expenses, any excess such Premiums, the Insurer shall be entitled to recover those excess amounts from the Owner.

### 2.7 OWNERSHIP AND RIGHTS UNDER THIS POLICY:

Subject to any statutory restrictions, all rights, privileges and options provided under the Policy not specifically granted to any other person shall be reserved to the Owner alone.

### 2.8 CHANGES IN OWNERSHIP AND BENEFICIARY:

At any time during the continuance of this Policy, by submitting a written application to the Insurer:

- The Owner may, with the Insurer's consent which may not be unreasonably withheld, transfer his entire ownership to take effect during his lifetime; and
- Unless otherwise provided herein the Beneficiary may be changed, with or without reserving the future rights to change the Beneficiary in so far as the law governing this Policy allow.

No such transfer or change will take effect unless recorded by the Insurer at its Registered Office, but when so recorded shall become effective as of the date the notice was signed, subject to any payment made or other action taken by the Insurer before such recording.

### 2.9 RIGHT IN EVENT OF DEATH OF OWNER OR BENEFICIARY:

The rights of the Owner, other than the Insured, whose death occurs during the continuance of this Policy shall pass to the Insured, if of legal age, otherwise these Policy/Contract rights shall be vested on behalf of the Insured - in the Insured's legal guardian, until the Insured reaches the legal age unless otherwise provided herein. The rights of a Beneficiary whose death occurs prior to the death of the Insured or in case no Beneficiary is designated, shall pass to the legal heir of the Insured eligible as per the provisions of Section 38 of Insurance Act, 2068.

In the event of death of Beneficiary after the death of Insured but before receiving the benefits payable under the Policy, rights of such Beneficiary will pass on to his/her legal heir.



## 2.10 ASSIGNMENT

No assignment of this Policy or of any interest therein, shall be binding on the Insurer unless consented to by the Insurer at its sole discretion and recorded by the Insurer at its Registered Office. Any assignment shall be subject to any payment made or other action taken by the Insurer before the assignment is received and recorded by the Insurer at its Registered Office. The Insurer assumes no responsibility for the validity, effect or sufficiency of any assignment.

No assignee under the Policy shall have the right to receive any benefit payable under Clause 5.2 of this Policy.

## 2.11 MAILING ADDRESS

All statements, notices and other written communications to the Owner in connection with this Policy will be mailed to the Owner's address as indicated on the Policy Application or the most recent address filed with the Insurer. The Owner shall be responsible for advising the Insurer in writing at its Registered Office promptly of any change of address.

## 2.12 NOTICES BY THE OWNER UNDER THE POLICY

The Owner shall notify the Insurer at its Registered Office in writing of any Assignment, change in Beneficiary designation, exercise of any right or option or any notice under any clause of the Policy whatsoever relating to this Policy. The Insurer shall not be liable for any loss or damage that might result from the Owner's failure or negligence to notify the Insurer in accordance with the provisions of this Clause.

## 2.13 PARTICIPATION IN SURPLUS

This Policy is non-participatory and will not participate in the surplus earnings of the Insurer.

## 2.14 SEPARATE NON-PARTICIPATING FUND

The Fund to which this Policy is referable is the Individual Life Separate Non-Participating Fund of the Insurer. The Insurer may notify the Owner in case of any change in the Separate Non-Participating Fund to which the Policy is referable.

## 2.15 PAYMENT OF PREMIUM

All Premiums are payable in advance, in exchange for a receipt signed by an authorized employee of the Insurer or by some other method with the consent of the Insurer. The Premium amounts and the frequency of payment in respect of the Policy and Supplementary Contracts are shown in the Policy Specification Schedule. The Premium is payable throughout the duration of the Policy.

## 2.16 GRACE PERIOD

If the Net Cash Surrender Value, on any Monthly Due Date is insufficient to cover the next Monthly Deduction, a grace period of thirty one (31) days from its due date shall be allowed for the payment of the premium as determined by the Insurer to cover the shortfall and shall be subject to a minimum amount acceptable by the Insurer. If the Insured dies within the grace period the amount of the overdue Monthly Deduction will be deducted from the death benefit.

## 2.17 TERMINATION OF POLICY

2.17.1 If sufficient premium is not paid by the end of the grace period as provided in Clause 2.16 GRACE PERIOD, all coverage under the Policy will terminate and the Policy will terminate without value.

The Policy will not terminate in the first two Policy Years provided that the Owner pays, in each of the first two years, all the due Premiums for the Policy and the Additional Premium for the Supplementary Contracts, if any, attached to the Policy, and the Account Value is sufficient to cover all the Monthly Deductions.

2.17.2 The Insurer can terminate this insurance contract in the event that the client is not providing the appropriate proofs related to US or non-US status, when required for the purpose under the prevailing laws of Nepal or any other country applicable to American Life Insurance Company Nepal Branch, in particular, in the event that prevailing laws of Nepal prohibit withholding of payments to the account or prohibits to forward the details of the account, and net in the position to obtain the waiver of such local law the Insurer will pay the Paid-Up Value of the policy within 15 days from the date of cancelling the contract and close the account.

Clause 5.2 of this Policy shall automatically terminate directly following the Insured's sixty fifth (65th) birthday.

## 2.18 REINSTATEMENT

If the Policy is terminated under Clause 2.17 TERMINATION OF THE POLICY, it may be reinstated together with attached Supplementary Contracts, if any, during the Insured's lifetime within five (5) years after the expiry of the grace period. The Insurer shall require for reinstatement, a written application to the Registered office of the Insurer in accordance with Clause 2.12 NOTICE BY THE OWNER UNDER THE POLICY, with the production, at the Owner's expense, of evidence of insurability, including good health, satisfactory to the Insurer, together with payment of a minimum premium sufficient to keep the Policy in force for at least six (6) months.

This premium shall be determined by the Insurer and shall not be less than the minimum amount acceptable by the Insurer. Any indebtedness under the Policy that existed at the end of the grace period will be reinstated if not paid. The effective date of Reinstatement will be the Monthly Due Date that follows the date Reinstatement is approved.

In the event of such reinstatement, Clause 5.2 of this Policy shall only cover loss sustained after the date of reinstatement.

The Policy cannot be reinstated, if it has been surrendered by the Owner for its Net Cash Surrender Value. The reinstated Policy, but not any part thereof granting Disability or Accident Benefit, shall be incontestable, with regard to any misstatement pertaining to its Reinstatement, after it has been in force during the lifetime of the Insured for two years from its date of Reinstatement except for fraudulent and willful misstatement/ concealment of material facts. Reinstatement of Supplementary Contracts, if any, will be subject to limitations included in each Supplementary Contract.

## 2.19 NOTICE OF CLAIMS

Written notice of claim must be given to the Insurer within ten (10) days after the occurrence or commencement of any loss covered by Clause 5.2 of this Policy, as soon thereafter as reasonably possible. In the event of Accidental death, immediate notice thereof must be given to the Insurer. Written notice of claim given by or on behalf of Insured to the Insurer at its Registered office specified on the face page of the Policy or to any authorized official of the insurance with information sufficient to identify the Insured shall be deemed as notice to the Insurer.

## 2.20 CLAIM FORMS

The Insurer, upon receipt of notice of claim, will furnish to the claimant such forms as are usually required by the Insurer for filing proof of loss.

## 2.21 PROOF OF LOSS

Affirmative proof of loss in such forms as the Insurer shall prescribe must be furnished to the Insurer at Owner/Beneficiary's expense within thirty one (31) days after the date of such loss. No proof of loss covered by Clause 5.2 of this Policy will be accepted if furnished later than one (1) year from the time the loss occurred.

## 2.22 PAYMENT OF CLAIMS

Claims are only payable by the Insurer subject to the provisions of this Policy and Insurance Act, 2068, upon delivery of this Policy, if required, at its Registered Office together with documents required per the provision of rule 31 of Insurance Regulation, 2068 and satisfactory proof of (a) the happening of the Assured Event as stated in the Policy Specification Schedule (b) the current age of the Insured (c) the title of the claimant and (d) any other written proof of loss required by the Insurer.

Indemnity for the loss of life of Insured is payable to the Beneficiary(ies) named in the Proposal Form provided such Beneficiary(ies) survived the Insured by thirty (30) days, otherwise to the estate of the Insured. All other indemnities under this clause are payable to the Insured.

Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of the payment.

## 2.23 PHYSICAL EXAMINATION

The Insurer shall have the right to examine the Insured when and as often as the Insurer may reasonably require during the pendency of a claim, however, and also the right to make an autopsy in case of death where it is not forbidden by law.





## 2.26 CANCELLATION

The Insurer may cancel Clause 5.2 of this Policy at any time by written notice delivered to the Owner, or mailed to the last address as shown by records of the Insurer, stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. Cancellation of Clause 5.2 by the Insurer shall be without prejudice to any claims arising prior to such termination.

In the event this clause is cancelled or terminated, any premiums actually paid by the Insured/Owner under the Policy with respect to the cancelled or terminated cover shall not be returned and the cost of insurance applicable to the cancelled or terminated cover shall not be included in the Monthly Deductions following the effective date of such cancellation or termination.

## 2.25 LEGAL ACTION

Legal action will be subject to Insurance Act, 2009 and Insurance Regulation, 2009.

## 2. EXCEPTIONS

This Policy does not cover and no payment shall be made in respect to any loss caused by or resulting from:

### 2.1 WAR EXCLUSION

It is hereby agreed that, notwithstanding the provisions of this Policy and any Supplementary Contract made a part thereof, if the Insured dies or is totally and permanently disabled as a result of his directly or indirectly taking an active part in War, the Insurer's liability under this Policy shall be limited to the Account Value less any indebtedness under the Policy.

### 2.2 SUICIDE

If the Insured commits suicide, while sane or insane, within two years from the Effective Date or from the date of any reinstatement of the Policy, the insurance under this Contract shall be a sum equal to the Premiums paid less any indebtedness under the Policy and less any partial withdrawal and no more. The benefits under Clause 5.2 are not payable at any time the Insured commits suicide.

### 2.3 International and Local Sanction Limitation and Exclusion:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or local laws.

In addition to the above, the following exceptions are specifically applicable to the benefits under Clause 5.2:

a) Intentionally self-inflicted injury, suicide or any attempt thereof while sane or insane;

b) Any period the Insured is serving in the Armed Forces of any country whether in peace or war;

c) Loss incurred due to Terrorist Acts;

d) Congenital anomalies and conditions arising out of or resulting therefrom;

e) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;

f) Any claim caused by an opportunistic infection or malignant neoplasm, or any other sickness condition, if, at the time of the claim, the Insured had been diagnosed as having AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or having an antibody positive blood test to HIV (Human Immunodeficiency Virus);

g) Pre-existing Conditions;

h) Any bodily injury which shall result in hernia;

i) Participation in competitions, races, contests, matches in land, air or sea; mountain climbing, got holing, paragliding, bungee jumping, parachuting or scuba diving;

j) Flying in an aircraft or device for aerial navigation except as a fare paying passenger on a certified passenger aircraft provided by a commercial airline and operated by a properly certified pilot flying between duly established and maintained airports.

## 4. GENERAL AND SPECIAL PROVISIONS REGULATING THE POLICY

The above General Provisions shall apply to the Policy as long as the Contract is in force. The following Special Provisions shall apply to the Policy depending on the period the contract has been in force as provided.

### 5. SPECIAL PROVISION

#### 5.1. BASIC OPS PLAN – COVERAGE UNDER NATURAL CAUSES

##### 5.1.1. ACCOUNT VALUE

The Account Value of any Monthly Due date is calculated as follows: The Account Value on the prior Monthly Due date less partial withdrawals, if any, since the prior Monthly Due Date less the Monthly Deductions plus Policy's share of Investment Earnings plus all Net Premiums received since the prior Monthly Due Date.

Investment Earnings depends on the yield on the assets of the Separate Non-participating Fund to which this Policy is referable, less a deduction, as determined by the Insurer from time to time.

##### 5.1.2. ANNUAL STATEMENT

An annual statement may be issued on the first and subsequent Policy Anniversaries at the written request of the Owner.

##### 5.1.3. DEATH BENEFIT

In case of death of Insured under the policy with death coverage the Insurer will pay the Face Amount or Account Value on the date of death whichever is higher, reduced by any indebtedness.

In case of death of the Insured under the policy without death coverage, the Insurer within the provision of this policy, agree to pay to the Beneficiary the Account Value as on the date of death or the premium paid (including the premiums paid in respect of supplementary contracts, if any), reduced by partial withdrawals, which ever is higher. The death benefit shall be reduced by any indebtedness.

##### 5.1.4. MATURITY BENEFIT

The Maturity Benefit shall be the Account Value on the Maturity Date less any indebtedness. The Maturity Date is stated on the Policy Specification Schedule and the Maturity Benefit can be received as a lump sum or used to purchase an annuity or a combination of both. The annuity value will be determined by the Insurer.

##### 5.1.5. MONTHLY DEDUCTIONS

On the Monthly Due Date the Insurer shall deduct from the Account Value, the Administration and Management Expenses as determined by the Insurer, the cost of life insurance, if any and the additional premium under Supplementary Contracts attached to the Policy, if any.



## 5.1.6. SURRENDERS AND LOANS

### 5.1.6.1. SURRENDERS

The Policy may be surrendered on any Monthly Due Date upon written request by the Owner to the Insurer in accordance with Clause 2.12 NOTICES BY THE OWNER UNDER THE POLICY above. The amount payable on surrender shall be the Net Cash Surrender Value of the Policy.

### 5.1.6.2. PARTIAL WITHDRAWALS

A partial withdrawal from the Account Value may be made on any Monthly Due Date after 5th Policy Anniversary during the lifetime of the Insured by written request of the Owner to the Insurer. The Insurer will deduct a Processing Fee from the partial withdrawal amount as explained in Clause 5.1.6.3 SURRENDER CHARGE AND PROCESSING FEE. The Insurer may defer payment of the partial withdrawal amount for a period not exceeding 6 (six) months. The Insurer may also limit the number of partial withdrawals in a Policy Year. The amount of partial withdrawal in any Policy Year cannot exceed a percentage of the Account Value to be determined by the Insurer. When a partial withdrawal is made, the amount of partial withdrawal will be deducted from the Account Value on the prior monthly due date.

### 5.1.6.3. SURRENDER CHARGES AND PROCESSING FEE

The Surrender Charge and the Processing Fee referred to in Clause 5.1.6.2 PARTIAL WITHDRAWALS are attached to the Policy. The Surrender Charge and Processing Fee will be deducted on Surrender and the Processing Fee will be deducted on Partial Withdrawals as mentioned in the Endorsement titled "Surrender, Surrender Charge, and Processing Fee".

### 5.1.6.4. POLICY LOANS

Other than during the first two Policy Years, the Insurer will lend on sole security and proper assignment of this Policy during its continuance, an amount not exceeding 95% the then-current Loan Value. The Loan Value of this Policy is the amount which with interest, to the end of the Policy Year, will equal the Net Cash Surrender Value of the Policy.

The Insurer reserves the right to defer the granting of a loan for a period not exceeding 6 (six) months.

Interest on the loan will accrue on single annual interest basis from day to day at a rate of interest determined by the Insurer with approval of Insurance Board, and will be payable within each Policy Anniversary. The Insurer shall have the right to re-determine the rate of interest applicable to new and existing loans with approval of Insurance Board. Interest not paid when due will be added to the principal of the loan upon which interest is calculated. The loan principal and accrued interest thereon will be deducted from any settlement under the Policy.

The request for a Policy loan must be made in writing to the Insurer at its Registered Office. Repayment of all or part of a Policy loan and accrued interest may be made at any time while the Insured is alive and this Policy is in force.

If the loan with accrued interest exceeds the Cash Surrender Value at any time, the Policy shall terminate automatically without any value and become void.

## 5.2 ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, HEARING AND SPEECH INDEMNITY AND PERMANENT TOTAL DISABILITY

In addition to the Death Benefit under the Clause 5.1.3, the Insurer agrees to pay the following Benefits for losses occurring on or after the Policy Date and during the period this Clause is in effect subject to the Terms, Conditions and Exemptions applicable to this Clause.

### 5.2.1 LOSS OF LIFE ACCIDENT INDEMNITY

When injury results in loss of life of an Insured within three hundred sixty five (365) days from the date of the accident, the Insurer will pay the Principal Sum, less any other amount paid or payable under Clause 5.2.2 and/or 5.2.3.

### 5.2.2 DISMEMBERMENT, LOSS OF SIGHT, HEARING, SPEECH INDEMNITY

When injury results in any of the following Losses within three hundred sixty five (365) days from the date of the accident, the Insurer will pay at specified percent of principal sum for the loss of:

Both Hands or Both Feet or Sight of Both Eye—100%

One Hand and One Foot—100%

Either Hand or Foot and Sight of One Eye—100%

Hearing of Both Ear—100%

Speech—100%

Either Hand or Foot—50%

Sight of One Eye—50%

Thumb and Index Finger—25%

In case of occurrence of more than one of the losses specified under this Clause the total indemnity payable hereunder is established by adding the indemnity corresponding to each single loss up to a maximum limit of 100% of the Principal Sum.

### 5.2.3 PERMANENT TOTAL DISABILITY INDEMNITY

When, as the result of injury and commencing at any time during the term of the Policy, the Insured is Totally and Permanently Disabled, and such disability has continued for a period of six (6) consecutive months and is total, continuous and Permanent at the end of this period, the Insurer will pay the Principal Sum less any other amount paid or payable under sub-clause 5.2.2

### 5.2.4 LIMITATIONS AND EXPIRATION OF COVERAGE

No indemnity will be paid under any circumstances for more than one of the losses, the greatest for which provision is made in Clause 5.2.1 LOSS OF LIFE ACCIDENT INDEMNITY or Clause 5.2.2 DISMEMBERMENT, LOSS OF SIGHT, HEARING, SPEECH INDEMNITY, or Clause 5.2.3 PERMANENT TOTAL DISABILITY INDEMNITY.

The occurrence of any specified loss/losses in respect of the Insured for which the full Principal Sum is payable shall at once terminate all insurance under this clause, but such termination shall be without prejudice to any claim originating out of the accident causing such loss.