

## Part A

<<Date>>

<<Policyholder's Name>>

<<Policyholder's Address>>

<<Policyholder's Contact Number>>

Dear <<Policyholder's Name>>,

### **Sub: Your Policy no. << >>**

We are glad to inform you that your proposal has been accepted and the HDFC Life Click 2 Protect 3D Plus ("Main Policy") and rider as opted by the policyholder ("Rider Policy") (both collectively known as "Policy") being this document, has been issued. We have made every effort to design your Policy in a simple format. We have highlighted items of importance so that you may recognize them easily.

### **Policy document:**

As an evidence of the insurance contract between HDFC Life Insurance Company Limited and you, the Policy is enclosed herewith. Please preserve this document safely and also inform your Nominees about the same. A copy of your proposal form and other relevant documents submitted by you are also enclosed for your information and record.

### **Cancellation in the Free-Look Period:**

In case you are not agreeable to any of the terms and conditions stated in the Policy, you have the option to return the Policy (Main Policy with Rider Policy or only Rider Policy) to us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If you have purchased your Policy through Distance Marketing mode, this period will be 30 days. On receipt of your letter along with the original Policy, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any).

### **Contacting us:**

The address for correspondence is specified below. To enable us to serve you better, you are requested to quote your Policy number in all future correspondence. In case you are keen to know more about our products and services, we would request you to talk to our Certified Financial Consultant (Insurance Agent) who has advised you while taking this Policy. The details of your Certified Financial Consultant including contact details are listed below.

To contact us in case of any grievance, please refer to Part G. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region. Thanking you for choosing HDFC Life Insurance Company Limited and looking forward to serving you in the years ahead,

Yours sincerely,

<<Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>>

Agency/Intermediary Code: <<Agency/Intermediary Code>>

Agency/Intermediary Name: <<Agency/Intermediary Name>>

Agency/Intermediary Telephone Number: <<Agency/Intermediary mobile & landline number>>

Agency/Intermediary Contact Details: <<Agency/Intermediary address>>

Address for Correspondence: HDFC Life Insurance Company Limited, 11<sup>th</sup> Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.

Regd. Off: Lodha Excelus, 13th Floor, Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

Call 1860-267-9999 (local charges apply). DO NOT prefix any country code e.g. +91 or 00. Available Mon-Sat from 10 am to 7 pm

| Email – service@hdfclife.com | NRIservice@hdfclife.com (For NRI customers only) Visit – www.hdfclife.com.

CIN: L65110MH2000PLC128245.

**POLICY DOCUMENT- HDFC Life Click 2 Protect 3D Plus****Unique Identification Number: << 101N115V05 >>**

Your Policy is a non - participating protection product. This document is the evidence of a contract between HDFC Life Insurance Company Limited and the Policyholder as described in the Policy Schedule given below. This Policy is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, applicable medical evidence and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder ("Proposal"). This Policy is effective upon receipt and realisation, by the Company, of the consideration payable as First Premium under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

**POLICY SCHEDULE****Policy number: << >>****Client ID: << >>****Policyholder Details**

<b>Name</b>	<< >>
<b>Address</b>	<< >>

**Life Assured Details**

<b>Name</b>	<< >>
<b>Date of Birth</b>	<< dd/mm/yyyy >>
<b>Age on the Date of Risk Commencement</b>	<< >> years
<b>Age Admitted</b>	<<Yes/No>>
<b>Gender</b>	<<>>

**Policy Details**

<b>Date of Commencement of Policy</b>	<<Date>>
<b>Date of Risk Commencement</b>	<< RCD >>
<b>Date of Issue/Inception of Policy</b>	<< First Issue Date>>
<b>Premium Due Date(s)</b>	<<dd /month>>
<b>Plan Option chosen</b>	<<3D Life Long Protection Option <sup>*</sup> /3D Life Option <sup>#</sup> /Extra Life Income Option <sup>\$</sup> /Extra Life Option <sup>&amp;</sup> /Income Option <sup>^</sup> / Income Replacement Option <sup>@</sup> /Life Option <sup>!</sup> / Return of Premium Option <sup>‡</sup> /Life Long Protection Option <sup>''</sup> >>
<b>Sum Assured</b>	Rs. << >>
<b>Annualized Premium/Single Premium</b>	Rs. << >>>>
<b>Policy Term</b>	<<__>> <<years>>/<<month>>/Whole of Life
<b>Premium Paying Term</b>	<<<Limited < > years/ Regular < > years/ Single>>>
<b>Frequency of Premium Payment</b>	<<Annual/Half-yearly/ Quarterly/ Monthly/ Single >>
<b>Premium per Frequency of Premium Payment</b>	Rs. << >>
<b>Underwriting Extra Premium per Frequency of Premium Payment</b>	Rs. << >>
<b>Total Premium per Frequency of Premium Payment*</b>	Rs. << >>
<b>Grace Period</b>	<< 15 (for Monthly mode) / 30 (for other modes) >> Days
<b>Final Premium Due Date</b>	<< dd/mm/yyyy >>
<b>Maturity Date</b>	<< dd/mm/yyyy >>
<b>Top Up</b>	<< Yes/No >>
<b>Top Up Rate</b>	<< __>>%
<b>Frequency of Premium Payment for Top Up</b>	<< Annual/Half-yearly/ Quarterly/ Monthly >>
<b>Income Term<sup>\$^@</sup></b>	<< >> years
<b>Lump Sum<sup>\$^@</sup></b>	Rs. << >>

<b>Initial Monthly Income<sup>\$\$@</sup></b>	Rs. << >>
<b>Extra Life Lump Sum<sup>\$</sup></b>	Rs. << >>
<b>Extra Life Initial Monthly Income<sup>\$</sup></b>	Rs. << >>
<b>Level/Increasing Income<sup>\$\$@</sup></b>	<< Level/Increasing >>
<b>Income Increase Rate<sup>^\$</sup></b>	<< >> %
<b>Extra Life Sum Assured<sup>&amp;\$</sup></b>	Rs. << >>

**Rider Policy Details**

Name of the Rider <<>>  
 UIN of the Rider <<>>  
 Date of Risk Commencement <<>>  
 Date of Issue <<>>  
 Rider Sum Assured <<>>  
 Annualized Premium/Single Premium <<>>  
 Policy Term <<>>  
 Premium Paying Term <<>>  
 Frequency of Premium Payment <<>>  
 Premium per Frequency of Premium Payment <<>>

**Rider Policy Details**

Name of the Rider <<>>  
 UIN of the Rider <<>>  
 Date of Risk Commencement <<>>  
 Date of Issue <<>>  
 Rider Sum Assured <<>>  
 Annualized Premium <<>>  
 Policy Term <<>>  
 Premium Paying Term <<>>  
 Frequency of Premium Payment <<>>  
 Premium per Frequency of Premium Payment <<>>

The Premium amount is excluding any applicable taxes and levies leviable on the Premium. Amount of taxes and levies, will be charged at actuals as per prevalent rate.

\*The Premium amount mentioned does not include Top-Up Premium. In case Top-Up option is chosen, then additional Premium shall be payable for the same.

**NOMINATION SCHEDULE**

<b>Nominee's Name</b>	<<Nominee-1 >>	<<Nominee-2 >>
<b>Nominee's Relationship with the Life Assured</b>	<< >>	<< >>
<b>Date of Birth of Nominee</b>	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
<b>Nominee's Age</b>	<< >> years	<< >> years
<b>Nomination Percentage</b>	<< >> %	<< >> %
<b>Nominee's Address</b>	<< >>	<< >>
<b>Appointee's Name</b> (Applicable where the Nominee is a minor)	<< >>	
<b>Date of Birth of Appointee</b>	<< dd/mm/yyyy >>	
<b>Appointee's Address</b>	<< >>	

Signed at Mumbai on <<>>

For HDFC Life Insurance Company Limited  
 Authorised Signatory

Note: Kindly note that name of the Company has changed from “HDFC Standard Life Insurance Company Limited” to “HDFC Life Insurance Company Limited”

In case you notice any mistake, you may return the Policy document to us for necessary correction.

**SPACE FOR ENDORSEMENTS**

Sample

**Part B**  
(Definitions)

In this Policy, the following definitions shall be applicable:

- 1) *Accident*- means sudden, unforeseen and involuntary event caused by external, visible and violent means;
- 2) *Accidental Death* - means death by or due to a bodily injury caused by an Accident, independent of all other causes of death. Accidental Death must be caused within 180 days from the date of any bodily injury;
- 3) *Annualized Premium* - Annualized premium shall be the premium amount payable in a year excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.;
- 4) *Appointee* – means the person named by You and registered with Us in accordance with the Nomination Schedule, who is authorized to receive the Sum Assured under this Policy on the death of the Life Assured while the Nominee is a minor;
- 5) *Assignee* – means the person to whom the rights and benefits under this Policy are transferred by virtue of assignment under section 38 of the Insurance Act, 1938 as amended from time to time.;
- 6) *Accidental & Total Permanent Disability (ATPD)* means when the Life Assured is totally, continuously and permanently disabled and meets either of the two definitions below:
  - **Unable to Work shall mean:**  
Disability as a result of injury or accident and is thereby rendered totally incapable of being engaged in any work or any occupation or employment for any compensation, remuneration or profit and he/she is unlikely to ever be able to do so.
  - **Physical Impairments shall mean:**  
The Life Assured suffers an injury/accident due to which there is total and irrecoverable loss of:
    - i. The use of two limbs; or
    - ii. The sight of both eyes; or
    - iii. The use of one limb and the sight of one eye; or
    - iv. Loss by severance of two or more limbs at or above wrists or ankles; or
    - v. The total and irrecoverable loss of sight of one eye and loss by severance of one limb at or above wrist or ankle.

The disabilities as stated under “Unable to Work” and “Physical Impairments” must have lasted, without interruption, for at least 6 consecutive months and must, in the opinion of a medical practitioner (as defined below), be deemed permanent. The benefit will commence upon the completion of this uninterrupted period of 6 months. However, for the disabilities mentioned in (iv) and (v) above, such 6 months period would not be applicable and the benefit will commence immediately;
- 7) *Authority/IRDAI* – means Insurance Regulatory and Development Authority of India;
- 8) *Company, company, Insurer, Us, us, We, we, Our, our* – means or refers to HDFC Life Insurance Company Limited;
- 9) *Critical Illness(CI)* – means the illness as defined in the below table:

Sr. No	Term	Definition
1	Cancer of Specified Severity	I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma. II. The following are excluded – <ol style="list-style-type: none"> <li>i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.</li> <li>ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;</li> <li>iii. Malignant melanoma that has not caused invasion beyond the epidermis;</li> <li>iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical</li> <li>v. TNM classification T2N0M0</li> <li>vi. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;</li> <li>vii. Chronic lymphocytic leukaemia less than RAI stage 3</li> </ol>

		<p>viii. Non-invasive papillary cancer of the bladder histologically described as TaNOM0 or of a lesser classification,</p> <p>ix. All Gastro-Intestinal Stromal Tumors histologically classified as TINOM0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;</p>
2	<i>Open Chest CABG</i>	<p>I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.</p> <p>II. The following are excluded:</p> <p>i. Angioplasty and/or any other intra-arterial procedures</p>
3	<i>Myocardial Infarction (First Heart Attack of specific severity)</i>	<p>I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:</p> <p>i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)</p> <p>ii. New characteristic electrocardiogram changes</p> <p>iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.</p> <p>II. The following are excluded:</p> <p>i. Other acute Coronary Syndromes</p> <p>ii. Any type of angina pectoris</p> <p>iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.</p>
4	<i>Major Surgery of Aorta</i>	<p>I. The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.</p> <p>II. The following are excluded:</p> <p>i. Surgery performed using only minimally invasive or intra-arterial techniques.</p>
5	<i>Kidney Failure Requiring Regular Dialysis</i>	<p>I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.</p>
6	<i>Stroke Resulting In Permanent Symptoms</i>	<p>I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, hemorrhage and embolization from an extra cranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.</p> <p>II. The following are excluded:</p> <p>i. Transient ischemic attacks (TIA)</p> <p>ii. Traumatic injury of the brain</p> <p>iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.</p>
7	<i>Alzheimer's Disease / Irreversible Organic</i>	<p>I. Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's Disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the</p>

	<i>Degenerative Brain Disorders</i>	<p>continuous supervision of the Member. This diagnosis must be supported by the clinical confirmation of an appropriate Registered Medical practitioner who is also a Neurologist and supported by the Company's appointed doctor.</p> <p>II. The following are excluded:</p> <p>i. Non-organic disease such as neurosis and psychiatric illnesses; and</p> <p>ii. Alcohol-related brain damage.</p>
8	<i>Apallic Syndrome</i>	I. Universal necrosis of the brain cortex with the brainstem remaining intact. Diagnosis must be confirmed by a neurologist acceptable to the Company and the condition must be documented for at least one month.
9	<i>Benign Brain Tumour</i>	<p>I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.</p> <p>II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.</p> <p>i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or</p> <p>ii. Undergone surgical resection or radiation therapy to treat the brain tumor.</p> <p>III. The following conditions are excluded:</p> <p>i. Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.</p>
10	<i>Coma of Specified Severity</i>	<p>I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:</p> <p>i. no response to external stimuli continuously for at least 96 hours;</p> <p>ii. life support measures are necessary to sustain life; and</p> <p>iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.</p> <p>II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.</p>
11	<i>End Stage Liver Failure</i>	<p>I. Permanent and irreversible failure of liver function that has resulted in all three of the following:</p> <p>i. Permanent jaundice; and</p> <p>ii. Ascites; and</p> <p>iii. Hepatic encephalopathy.</p> <p>II. Liver failure secondary to drug or alcohol abuse is excluded.</p>
12	<i>End Stage Lung Failure</i>	<p>I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:</p> <p>i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and</p> <p>ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and</p> <p>iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO<sub>2</sub> &lt; 55mmHg); and</p> <p>iv. Dyspnea at rest.</p>
13	<i>Loss of Independent Existence</i>	I. Confirmation by a Medical Practitioner acceptable to the Company of the loss of independent existence due to illness or trauma, which has lasted for a minimum period of 6 months and results in a permanent inability to perform at least three (3) of the Activities of Daily Living (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons). For the purpose of this benefit, the word "permanent", shall mean beyond the scope of recovery with current medical knowledge and technology.

		<p>II. Activities of Daily Living are:-</p> <ol style="list-style-type: none"> <li>i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.</li> <li>ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.</li> <li>iii. Transferring: the ability to move from a bed or an upright chair or wheelchair and vice versa.</li> <li>iv. Mobility: The ability to move indoors from room to room on level surfaces.</li> <li>v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.</li> <li>vi. Feeding: the ability to feed oneself once food has been prepared and made available.</li> </ol> <p>III. The following is excluded:</p> <ol style="list-style-type: none"> <li>i. Any injury or loss as a result of War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion</li> </ol>
14	<i>Blindness</i>	<p>I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.</p> <p>II. The Blindness is evidenced by:</p> <ol style="list-style-type: none"> <li>i. corrected visual acuity being 3/60 or less in both eyes or ;</li> <li>ii. the field of vision being less than 10 degrees in both eyes.</li> </ol> <p>III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.</p>
15	<i>Third Degree Burns</i>	<p>I. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.</p>
16	<i>Major Head Trauma</i>	<p>I. Accidental head injury resulting in permanent neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.</p> <p>II. The accidental head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.</p> <p>III. The Activities of Daily Living are:</p> <ol style="list-style-type: none"> <li>i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;</li> <li>ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;</li> <li>iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;</li> <li>iv. Mobility: the ability to move indoors from room to room on level surfaces;</li> <li>v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;</li> <li>vi. Feeding: the ability to feed oneself once food has been prepared and made available.</li> </ol>



		IV. The following are excluded: i. Spinal cord injury;
17	<i>Motor Neurone Disease With Permanent Symptoms</i>	I. Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.
18	<i>Multiple Sclerosis with Persistent Symptoms</i>	I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following: investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months. II. Other causes of neurological damage such as SLE is excluded.
19	<i>Open heart replacement or repair of heart valves</i>	I. The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.
20	<i>Angioplasty</i>	I. Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG). II. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery. III. Diagnostic angiography or investigation procedures without angioplasty/stent insertion are excluded.
21	<i>Cardiomyopathy</i>	I. An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class IV, or its equivalent, for at least six (6) months based on the following classification criteria: i. Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced and ii. Echocardiography findings confirming presence of cardiomyopathy and Left Ventricular Ejection Fraction (LVEF) of 40% or less II. The following are excluded: i. Cardiomyopathy directly related to alcohol or drug abuse.
22	<i>Parkinson's Disease</i>	I. Unequivocal Diagnosis of Parkinson's disease by a Registered Medical Practitioner who is a neurologist where the condition: i. cannot be controlled with medication; ii. shows signs of progressive impairment; and iii. Activities of Daily Living assessment confirms the inability of the Member to perform at least 3 of the Activities of Daily Living as defined in this Policy, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons, for a continuous period of six months. II. Only idiopathic Parkinson's Disease is covered. Drug-induced or

		<p>toxic causes of Parkinson's Disease are excluded</p> <p>The Activities of Daily Living are:</p> <ol style="list-style-type: none"> <li>i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;</li> <li>ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;</li> <li>iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;</li> <li>iv. Mobility: the ability to move indoors from room to room on level surfaces;</li> <li>v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;</li> <li>vi. Feeding: the ability to feed oneself once food has been prepared and made available.</li> </ol>
23	<i>Permanent Paralysis Of Limbs</i>	<p>I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis shall be permanent with no hope of recovery and must be present for more than 3 months.</p>
24	<i>Primary (Idiopathic) Pulmonary Hypertension</i>	<p>I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.</p> <p>II. The NYHA Classification of Cardiac Impairment are as follows:</p> <ol style="list-style-type: none"> <li>i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.</li> <li>ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.</li> </ol> <p>III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.</p>
25	<i>Major Organ / Bone Marrow Transplant</i>	<p>I. The actual undergoing of a transplant of:</p> <ol style="list-style-type: none"> <li>i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or</li> <li>ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.</li> </ol> <p>II. The following are excluded:</p> <ol style="list-style-type: none"> <li>i. Other stem-cell transplants</li> <li>ii. Where only islets of langerhans are transplanted</li> </ol>
26	<i>Scleroderma</i>	<p>I. A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.</p> <p>II. The systemic involvement should be evidenced by any one of the following findings -</p> <ol style="list-style-type: none"> <li>i. Lung fibrosis with a diffusing capacity (DCO) of less than 70% of predicted</li> <li>ii. Pulmonary hypertension with a mean pulmonary artery pressure of more than 25 mmHg at rest measured by right heart catheterisation</li> </ol>

		<ul style="list-style-type: none"> <li>iii. Chronic kidney disease with a GFR of less than 60 ml/min (MDRD-formula)</li> <li>iv. Echocardiographic findings suggestive of Grade III and above left ventricular diastolic dysfunction</li> </ul> <p>III. The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.</p> <p>IV. The following conditions are excluded:</p> <ul style="list-style-type: none"> <li>i. Localised scleroderma (linear scleroderma or morphea);</li> <li>ii. Eosinophilic fasciitis; and</li> <li>iii. CREST syndrome.</li> </ul>
27	<i>Muscular Dystrophy</i>	<p>I. Diagnosis of muscular dystrophy by a Registered Medical Practitioner who is a neurologist based on three (3) out of four (4) of the following conditions:</p> <ul style="list-style-type: none"> <li>i. Family history of other affected individuals;</li> <li>ii. Clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction;</li> <li>iii. Characteristic electromyogram; or</li> <li>iv. Clinical suspicion confirmed by muscle biopsy.</li> </ul> <p>II. The condition must result in the inability of the Life Assured to perform (whether aided or unaided) at least three (3) of the six (6) 'Activities of Daily Living' as defined, for a continuous period of at least six (6) months.</p>
28	<i>Poliomyelitis</i>	<p>I. The occurrence of Poliomyelitis where the following conditions are met:</p> <ul style="list-style-type: none"> <li>i. Poliovirus is identified as the cause and is proved by Stool Analysis,</li> <li>ii. Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.</li> </ul>
29	<i>Medullary Cystic Disease</i>	<p>Medullary Cystic Disease where the following criteria are met:</p> <ul style="list-style-type: none"> <li>I. The presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;</li> <li>II. Clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and</li> <li>III. The Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.</li> <li>IV. Isolated or benign kidney cysts are specifically excluded from this benefit.</li> </ul>
30	<i>Systemic lupus Erythematosus with Renal Involvement</i>	<p>I. Multi-system, autoimmune disorder characterized by the development of auto-antibodies, directed against various self-antigens. For purposes of the definition of "Critical Illness", SLE is restricted to only those forms of systemic lupus erythematosus, which involve the kidneys and are characterized as Class III, Class IV, Class V or Class VI lupus nephritis under the Abbreviated International Society of Nephrology/Renal Pathology Society (ISN/RPS) classification of lupus nephritis (2003) below based on renal biopsy. Other forms such as discoid lupus, and those forms with only hematological and joint involvement are specifically excluded.</p> <p>II. Abbreviated ISN/RPS classification of lupus nephritis (2003):</p> <ul style="list-style-type: none"> <li>i. Class I - Minimal mesangial lupus nephritis</li> <li>ii. Class II - Mesangial proliferative lupus nephritis</li> <li>iii. Class III - Focal lupus nephritis</li> <li>iv. Class IV - Diffuse segmental (IV-S) or global (IV-G) lupus nephritis</li> <li>v. Class V - Membranous lupus nephritis</li> <li>vi. Class VI - Advanced sclerosing lupus nephritis the final diagnosis must be confirmed by a certified doctor specialising in Rheumatology and Immunology.</li> </ul>
31	<i>Aplastic Anaemia</i>	<p>I. Irreversible persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment</p>

		<p>with at least two (2) of the following:</p> <p>i. Blood product transfusion;</p> <p>ii. Marrow stimulating agents;</p> <p>iii. Immunosuppressive agents; or</p> <p>iv. Bone marrow transplantation.</p> <p>II. The Diagnosis of aplastic anaemia must be confirmed by a bone marrow biopsy. Two out of the following three values should be present:</p> <p>i. Absolute Neutrophil count of 500 per cubic millimetre or less;</p> <p>ii. Absolute Reticulocyte count of 20,000 per cubic millimetre or less; and</p> <p>iii. Platelet count of 20,000 per cubic millimetre or less.</p>
32	<i>Loss of Limbs</i>	I. The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.
33	<i>Deafness</i>	I. Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means “the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing” in both ears.
34	<i>Loss of Speech</i>	I. Total and irrecoverable loss of the ability to speak as a result of injury or disease to the Vocal Cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, and Throat (ENT) specialist. II. All psychiatric related causes are excluded.

- 10) *Date of Risk Commencement* - means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences;
- 11) *Extra Life Sum Assured<sup>&S</sup>* – means the absolute amount of benefit, in addition to the Sum Assured on Death which is guaranteed to become payable on Accidental Death of the Life Assured as per the terms and conditions specified in the Policy;
- 12) *Frequency of Premium Payment*– means the period, as stated in the Policy Schedule, between two consecutive Premium due dates for the Policy;
- 13) *Grace Period* – means the specified period of time immediately following the Premium due date during which a payment can be made to continue a Policy in force without loss of continuity of benefits, during which the Policy is considered to be in-force with the risk cover without any interruption as per the terms of this Policy.;
- 14) *Sum Assured on Maturity* –means the amount which is guaranteed to become payable on maturity of the policy, in accordance with the terms and conditions of the policy;
- 15) *Income Term<sup>S^@</sup>* – means the period (in years) for which the Monthly Income will be paid by us;
- 16) *Life Assured* - means the person as stated in the Policy Schedule on whose life the contingent events have to occur for the Benefits to be payable. The Life Assured may be the Policyholder;
- 17) *Lump Sum<sup>S^@</sup>* - means an amount (if chosen by the Life Assured) that will be paid out in the event of Life Assured’s death;
- 18) *Maturity Date* - means the date stated in the Policy Schedule, on which the Policy Term expires and this Policy terminates;
- 19) *Monthly Income<sup>S^@</sup>* - means the income chosen at the inception of the Policy;
- 20) *Medical Practitioner* - A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence. The person must be qualified in allopathic system of medicine and shall not be the Life Assured himself/herself;
- 21) *Nominee(s)* – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the Death Benefit under this Policy, on the death of the Life Assured;
- 22) *Policy Anniversary*- means the annual anniversary of the Date of Risk Commencement;
- 23) *Policyholder, You, you, your* – means or refers to the Policyholder stated in the Policy Schedule.
- 24) *Policy Term* - means the term of the Policy as stated in the Policy Schedule;

- 25) *Policy Year* - means a period of 12 months starting from the Date of Risk Commencement.
- 26) *Premium(s)*- means an amount stated in the Policy Schedule, payable by You to Us for every Policy Year by the due dates, and in the manner stated in the Policy Schedule, to secure the benefits under this Policy, excluding applicable taxes and levies;
- 27) *Premium Paying Term* – means the period as stated in the Policy Schedule, in years, over which Premiums are payable;
- 28) *Revival of a Policy* - means restoration of the Policy, which was discontinued due to the non-payment of Premium, by the Company with all the benefits mentioned in the Policy document, with or without rider benefits, if any, upon the receipt of all the Premiums due and other charges/late fee, if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder;
- 29) *Revival Period* - means the period of five consecutive years from date of first unpaid Premium, during which period the Policyholder is entitled to revive the Policy, which was discontinued due to the non-payment of Premium, in accordance with the terms of Revival of a Policy;
- 30) *Sum Assured* - Absolute amount chosen by the Policyholder at inception;
- 31) *Sum Assured on Death*- means the absolute amount of benefit which is guaranteed to become payable on death of the Life Assured as per the terms and conditions specified in the Policy;
- 32) *Surrender* - means complete withdrawal/ termination of the entire Policy;
- 33) *Surrender Value* - means an amount, if any, that becomes payable in case of Surrender of the Policy in accordance with the terms and conditions of the Policy.
- 34) *Total Premiums paid* – Total Premiums Paid means total of all the premiums received, excluding any extra premium, any rider premium and taxes;
- 35) *Terminal Illness* - A Life Assured shall be regarded as terminally ill only if that life assured is diagnosed as suffering from a condition which, in the opinion of two independent Medical Practitioners' specializing in treatment of such illness, is highly likely to lead to death within 6 months. The terminal illness must be diagnosed and confirmed by Medical Practitioners' registered with the Indian Medical Association and approved by the Company. The Company reserves the right for independent assessment. Terminal illness due to AIDS is excluded.

## Part C

### 1. Benefits

The benefits mentioned below shall be applicable based on the plan option chosen by the Policyholder under this Policy:

#### I. Death Benefit

Upon death of the Life Assured before the expiry of the Policy Term and provided all Premiums, which have fallen due have been paid, Sum Assured on Death as calculated under the respective plan options shall be payable.

#### II. Acceleration of Death Benefit

In case of diagnosis of Terminal Illness before the expiry of the Policy Term and provided all Premiums, which have fallen due have been paid, the payment of Sum Assured on Death will be accelerated and paid immediately and the Policy shall terminate.

#### III. Waiver of premium Benefit on ATPD

In case of diagnosis of ATPD before the expiry of the Policy Term and provided all Premiums, which have fallen due have been paid, the payment of all future Premiums will be waived and the benefits of the Policy shall continue.

#### IV. Waiver of premium Benefit on Critical Illness

In case of diagnosis of any of the Critical Illness before the expiry of the Policy Term and provided all Premiums, which have fallen due have been paid the payment of all future Premiums will be waived.

#### V. Accidental Death benefit

Upon Accidental Death of the Life Assured before the expiry of the Policy Term and provided all Premiums, which have fallen due have been paid, Extra Life Sum Assured will be payable in addition to Sum Assured on Death, in the same proportion as applicable to the payment of Sum Assured on Death.

#### VI. Maturity Benefit

Upon survival of Life Assured till the end of the Policy Term, Sum Assured on Maturity shall be payable.

### 2. Plan Options:

#### I. Life Option:

##### For Single pay Policy:

- A. Death Benefit: The Death Benefit payable shall be higher of:
  - i. 125% of Single Premium; or
  - ii. Absolute amount assured to be paid on deathwhere,  
Absolute amount assured to be paid on death = Sum Assured
- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- D. The coverage under the Policy shall be for the Policy Term.

##### For limited pay and regular pay Policy:

- A. Death Benefit: Sum Assured on Death payable under this option shall be the highest of:
  - i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or
  - iii. Absolute amount assured to be paid on deathwhere,  
Absolute amount assured to be paid on death = Sum Assured

- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- D. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- E. The coverage under the Policy shall be for the Policy Term.

## II. 3D Life Option:

### For limited pay and regular pay Policy:

- A. Death Benefit: Sum Assured on Death payable under this option shall be the highest of:
  - i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or
  - iii. Absolute amount assured to be paid on deathwhere,  
Absolute amount assured to be paid on death = Sum Assured
- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- D. Waiver of premium Benefit on Critical Illness: As provided under Part C (Clause 1(IV))
- E. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- F. The coverage under this option shall be for the Policy Term.

## III. Extra Life Option:

### For Single pay Policy:

- A. Death Benefit: The Death Benefit payable shall be higher of:
  - i. 125% Single Premium; or
  - ii. Absolute amount assured to be paid on deathwhere,  
Absolute amount assured to be paid on death = Sum Assured
- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Accidental Death Benefit: As provided under Part C (Clause 1(V))
- D. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- E. The coverage under the Policy shall be for the Policy Term.

### For limited pay and regular pay Policy:

- A. Death Benefit: Sum Assured on Death payable under this option shall be the highest of:
  - i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or
  - iii. Absolute amount assured to be paid on deathwhere,  
Absolute amount assured to be paid on death = Sum Assured

- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- D. Accidental Death Benefit: As provided under Part C (Clause 1(V)).
- E. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- F. The coverage under the Policy shall be for the Policy Term.

#### IV. Income Option:

##### For Single pay Policy:

- A. Death Benefit: Sum Assured on Death payable under this option shall be the highest of:
  - i. 125% of Single Premium; or
  - ii. Absolute amount assured to be paid on death where,
    - Absolute amount assured to be paid on death (i.e. Sum Assured) = Total of:
      - Amount of Lump Sum, if any; and
      - Aggregate of all Monthly Incomes
- B. The Policyholder shall choose the following at the start of the Policy. Thereafter no changes shall be allowed to be made by the Policyholder.
  - Amount of Lump Sum benefit, (if any)
  - Income Term - the period for which income is payable (Upto a maximum of 20 years). The Income Term shall commence immediately on death and continue for the chosen Income Term.
  - Amount of annual income during the Income Term. This income will be payable monthly in arrears, in 12 equal instalments.
  - A simple rate of increase of the annual income, if any. These increases will apply to the annual income from the 2nd year of the Income Term.

The Monthly Income shall be payable monthly in arrears and commence from the 1st day of the Policy month subsequent to the Life Assured's death.

During the Income Term, the Nominee or beneficiary of the Policyholder may choose to surrender all future Monthly Income in exchange for a Lump Sum. Such a request for surrender of Monthly Income in exchange for a Lump Sum shall be jointly made by all Nominees/beneficiaries. Further, this Lump Sum shall be the value of all future Monthly Income discounted at the interest rate applicable during Revival of Policy, as mentioned under Clause 6 (ii) of Part D.

In this option the Income Term is independent of Policy Term. In other words, in the event of a claim, the applicable Monthly Income would continue throughout the Income Term even if the Policy Term has ended.

- C. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- D. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- E. The coverage under the Policy shall be for the Policy Term.

##### For limited pay and regular pay Policy:

- A. Death Benefit: Sum Assured on Death payable under this option shall be the highest of:
  - i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or
  - iii. Absolute amount assured to be paid on death



where,

- Absolute amount assured to be paid on death (i.e. Sum Assured) = Total of:
  - Amount of Lump Sum, if any; and
  - Aggregate of all Monthly Incomes
- B. The Policyholder shall choose the following at the start of the Policy. Thereafter no changes shall be allowed to be made by the Policyholder.
  - Amount of Lump Sum benefit, (if any)
  - Income Term - the period for which income is payable (Upto a maximum of 20 years). The Income Term shall commence immediately on death and continue for the chosen Income Term.
  - Amount of annual income during the Income Term. This income will be payable monthly in arrears, in 12 equal instalments.
  - A simple rate of increase of the annual income, if any. These increases will apply to the annual income from the 2nd year of the Income Term.

The Monthly Income shall be payable monthly in arrears and commence from the 1st day of the Policy month subsequent to the Life Assured's death.

During the Income Term, the Nominee or beneficiary of the Policyholder may choose to surrender all future Monthly Income in exchange for a Lump Sum. Such a request for surrender of Monthly Income in exchange for a Lump Sum shall be jointly made by all Nominees/beneficiaries. Further, this Lump Sum shall be the value of all future Monthly Income discounted at the interest rate applicable during Revival of Policy, as mentioned under Clause 6 (ii) of Part D.

In this option the Income Term is independent of the Policy Term. In other words, in the event of a claim, the applicable Monthly Income would continue throughout the Income Term even if the Policy Term has ended.

- C. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- D. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- E. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- F. The coverage under the Policy shall be for the Policy Term.

V. **Extra Life Income Option:**

**For Single pay Policy:**

- A. Death Benefit: The Death Benefit payable shall be higher of:
  - i. 125% Single Premium; or
  - ii. Absolute amount assured to be paid on deathwhere,  
Absolute amount assured to be paid on death, i.e. Sum Assured = Total of:
  - Amount of Lump Sum, if any; and
  - All Monthly Incomes
- B. The Policyholder shall choose the following at the start of the Policy. Thereafter no changes shall be allowed to be made by the Policyholder.
  - Amount of Lump Sum benefit, (if any)
  - Income Term - the period for which income is payable (Upto a maximum of 20 years). The Income Term shall commence immediately on death and continue for the chosen Income Term.
  - Amount of annual income during the Income Term. This income will be payable monthly in arrears, in 12 equal installments.
  - Extra Life Sum Assured - The value of "Extra Life Sum Assured" shall not be greater than the Sum Assured. The "Extra Life Sum Assured" once selected cannot be changed during the Policy Term.

- A simple rate of increase of the annual income, if any. These increases will apply to the annual income from the 2<sup>nd</sup> year of the Income Term.

The Monthly Income shall be payable monthly in arrears and commence from the 1<sup>st</sup> day of the Policy month subsequent to the Life Assured's death.

During the Income Term, the Nominee or beneficiary of the Policyholder may choose to surrender all future Monthly Income in exchange for a Lump Sum. Such a request for surrender of Monthly Income in exchange for a Lump Sum shall be jointly made by all Nominees/beneficiaries. Further, this Lump Sum shall be the value of all future Monthly Income discounted at the interest rate applicable during Revival of Policy, as mentioned under Clause 6 (ii) of Part D.

In this option the Income Term is independent of Policy Term. In other words, in the event of a claim, the applicable Monthly Income would continue throughout the Income Term even if the Policy Term has ended.

- C. **Acceleration of Death Benefit:** As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- D. **Accidental Death Benefit:** As provided under Part C (Clause 1(V))
- E. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- F. The coverage under the Policy shall be for the Policy Term.

**For limited pay and regular pay Policy:**

- A. **Death Benefit:** Sum Assured on Death payable under this option shall be the highest of:
  - i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or
  - iii. Absolute amount assured to be paid on death where,
    - Absolute amount assured to be paid on death, i.e. Sum Assured = Total of:
      - Amount of Lump Sum, if any; and
      - All Monthly Incomes
- B. The Policyholder shall choose the following at the start of the Policy. Thereafter no changes shall be allowed to be made by the Policyholder.
  - Amount of Lump Sum benefit, (if any)
  - Income Term - the period for which income is payable (Upto a maximum of 20 years). The Income Term shall commence immediately on death of the Life Assured and continue for the chosen Income Term.
  - Amount of annual income during the Income Term. This income will be payable monthly in arrears, in 12 equal instalments.
  - Extra Life Sum Assured - The value of "Extra Life Sum Assured" shall not be greater than the Sum Assured. The "Extra Life Sum Assured" once selected cannot be changed during the Policy Term.
  - A simple rate of increase of the annual income, if any. These increases will apply to the annual income from the 2<sup>nd</sup> year of the Income Term.

The Monthly Income shall be payable monthly in arrears and commence from the 1<sup>st</sup> day of the Policy month subsequent to the Life Assured's death.

During the Income Term, the Nominee or beneficiary of the Policyholder may choose to surrender all future Monthly Income in exchange for a Lump Sum. Such a request for surrender of Monthly Income in exchange for a Lump Sum shall be jointly made by all Nominees/beneficiaries. Further, this Lump Sum shall be the value of all future Monthly Income discounted at the interest rate applicable during Revival of Policy, as mentioned under Clause 6 (ii) of Part D. In this option the Income Term is independent of Policy Term. In other words, in

the event of a claim, the applicable Monthly Income would continue throughout the Income Term even if the Policy Term has ended.

- C. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- D. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- E. Accidental Death Benefit: As provided under Part C (Clause 1(V)).
- F. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- G. The coverage under the Policy shall be for the Policy Term.

## VI. Income Replacement Option:

### For Single pay Policy:

- A. Death Benefit: Death Benefit payable under this option shall be the sum of Sum Assured on Death and Additional Benefits, where, the Sum Assured on Death shall be the highest of:
  - i. 125% Single Premium; or
  - ii. Absolute amount assured to be paid on death where,
    - Additional Benefits = Sum of all future Monthly Incomes
    - Absolute amount assured to be paid on death = 12 times the applicable Monthly Income at the time of death of the Life Assured
- B. Under this option, the Policyholder shall choose
  - a) An amount of Annual Income at start, which is payable monthly in arrears in 12 equal installments.
  - b) Level or Increasing Income. Under Level Income Option, the income will remain constant for the Policy Term. Under the Increasing Income option, the income will escalate at a simple rate of 10% p.a. at each Policy Anniversary, both before and after the claim is made.

The Monthly Income shall be payable monthly in arrears and commence from the 1st day of the Policy month subsequent to the Life Assured's death.

During the Income Term, the Nominee or beneficiary of the Policyholder may choose to surrender all future Monthly Income in exchange for a Lump Sum. Such a request for surrender of Monthly Income in exchange for a Lump Sum shall be jointly made by all Nominees/beneficiaries. Further, this Lump Sum shall be the value of all future Monthly Income discounted at the interest rate applicable during Revival of Policy, as mentioned under Clause 6 (ii) of Part D.

The Monthly Income will continue till the end of the Policy Term, subject to minimum term of 4 years. The minimum term of 4 years shall apply even when the income payment extends beyond the Policy Term.

- C. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- D. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- E. The coverage under the Policy shall be for the Policy Term.

### For limited pay and regular pay Policy:

- A. Death Benefit: Death Benefit payable under this option shall be the sum of Sum Assured on Death and Additional Benefits, where, the Sum Assured on Death shall be the highest of:
  - i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or

iii. Absolute amount assured to be paid on death where,

- Additional Benefits = Sum of all future Monthly Incomes
- Absolute amount assured to be paid on death = 12 times the applicable Monthly Income at the time of death of the Life Assured

B. Under this option, the Policyholder shall choose

- a) An amount of Annual Income at the start of the Policy Term, which is payable monthly in arrears in 12 equal instalments.
- b) Level or Increasing Income. Under Level Income Option, the income will remain constant for the Policy Term. Under the Increasing Income option, the income will escalate at a simple rate of 10% p.a. at each Policy Anniversary, both before and after the claim is made.

The Monthly Income shall be payable monthly in arrears and commence from the 1st day of the Policy month subsequent to the Life Assured's death.

During the Income Term, the Nominee or beneficiary of the Policyholder may choose to surrender all future Monthly Income in exchange for a Lump Sum. Such a request for surrender of Monthly Income in exchange for a Lump Sum shall be jointly made by all Nominees/beneficiaries. Further, this Lump Sum shall be the value of all future Monthly Income discounted at the interest rate applicable during Revival of Policy, as mentioned under Clause 6 (ii) of Part D.

The Monthly Income will continue till the end of the Policy Term, subject to minimum term of 4 years. The minimum term of 4 years shall apply even when the income payment extends beyond the Policy Term.

- C. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- D. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- E. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- F. The coverage under the Policy shall be for the Policy Term.

## VII. Return of Premium Option:

### For Single pay Policy:

- A. Death Benefit: The Death Benefit payable shall be higher of:
  - i. 125% Single Premium; or
  - ii. Sum Assured on Maturity; or
  - iii. Absolute amount assured to be paid on death where,
    - Sum Assured on Maturity = Single Premium
    - Absolute amount assured to be paid on death = Sum Assured
- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Maturity Benefit: As provided under Part C (Clause 1(VI))
- D. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- E. The coverage under the Policy shall be for the Policy Term.

### For limited pay and regular pay Policy:

- A. Death Benefit: Sum Assured on Death payable under this option shall be the highest of:

- i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or
  - iii. Sum Assured on Maturity, or
  - iv. Absolute amount assured to be paid on death
- where,

- Sum Assured on Maturity = Total Premium Paid
- Absolute amount assured to be paid on death = Sum Assured

- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- D. Maturity Benefit: As provided under Part C (Clause 1(VI))
- E. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- F. The coverage under the Policy shall be for the Policy Term.

**VIII. Life Long Protection Option:**

**For limited pay and regular pay Policy:**

- A. Death Benefit: Sum Assured on Death payable under this option shall be the highest of:
  - i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or
  - iii. Absolute amount assured to be paid on deathwhere,  
Absolute amount assured to be paid on death = Sum Assured
- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- D. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).
- E. The coverage under the Policy shall be for the Policy Term.

**IX. 3D Life Long Protection Option:**

**For limited pay and regular pay Policy:**

- A. Death Benefit: Sum Assured on Death payable under this option shall be the highest of:
  - i. 10 times the Annualized Premium, or
  - ii. 105% of Total Premiums paid, or
  - iii. Absolute amount assured to be paid on deathwhere,  
Absolute amount assured to be paid on death = Sum Assured
- B. Acceleration of Death Benefit: As provided under Part C (Clause 1(II)). The benefit shall be the same as Death Benefit provided under this Option.
- C. Waiver of premium Benefit on ATPD: As provided under Part C (Clause 1(III))
- D. Waiver of premium Benefit on Critical Illness: As provided under Part C (Clause 1(IV))
- E. Death Benefit shall be paid on earlier of the death of the Life Assured or diagnosis of Terminal Illness as mentioned under Part C (Clause 1(I)) and Part C (Clause 1(II)).

F. The coverage under this option shall be for the Policy Term.

### 3. General

- i. The Death Benefit payable under this Policy as per the option chosen are subject to the exclusions set out in Part F Clause 1 (Exclusions).
- ii. Upon the payment of the Death Benefit and Accidental Death Benefit (if applicable), the Policy terminates and no further Benefits are payable.
- iii. The recipients of Benefits under this Policy shall be as specified below:
  - A. Death Benefit shall be payable to the registered Nominee(s), if the Policyholder and the Life Assured are the same; or to the Policyholder if the Life Assured is other than the Policyholder.
  - B. If the Policy has been assigned, all Benefits shall be payable to the Assignee.

### 4. Payment and cessation of Premiums

- i. The first Premium must be paid along with the submission of your completed application. Subsequent Premiums are due in full on the due dates as per the Frequency set out in your Policy Schedule.
- ii. Premiums under the Policy can be paid as single Premium or on yearly, half-yearly, quarterly or monthly basis as per the chosen Frequency and as set out in the Policy Schedule or as amended subsequently.
- iii. **Advance Premium:**

The Premiums that fall due in the same financial year can be paid in advance. However, where the Premium due in one financial year is paid in advance in earlier financial year, we may collect the same for a maximum period of three months in advance of the due date of the Premium.
- iv. Any Regular Premiums paid before the Due Date will be deemed to have been received on the Due Date for that Regular Premium.
- v. A Grace Period of 30 days, where the mode of payment of Premium is other than monthly and single pay policies, and 15 days in case of monthly mode, is allowed for the payment of each renewal Premium after the first Premium. We will not accept part payment of the Premium. The policy is considered to be in-force with the risk cover during the grace period without any interruption.
- vi. For other than single pay policies, if any Premium remains unpaid after the expiry of the Grace Period, your Policy may lapse as described in Part D Clause 2 (Lapsed Policies), with effect from the due date of the first unpaid Premium. In that event, the Benefits under such Policy shall be payable in accordance with Part D Clause 2 (Lapsed Policies) as stated below.
- vii. Premiums are payable by you without any obligation on us to issue a reminder notice to you.
- viii. Where the Premiums have been remitted otherwise than in cash, the application of the Premiums received is conditional upon the realization of the proceeds of the instrument of payment, including electronic mode.
- ix. The Benefits payable under this Policy will be paid after deduction of the Premium fallen due during the then current Policy Year, if such Premium has remained unpaid.
- x. If you suspend payment of Premium for any reason whatsoever, Part D Clause 2 (Lapsed Policies) may apply and we shall not be held liable for any loss of Benefits.

## Part D

### 1. Surrender Value

#### i. **For single pay Policies**

Surrender Value shall get acquired immediately upon payment of Premium

##### For Life Option:

$$\text{Surrender Value} = 70\% \times \text{Single Premium} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

##### For Extra Life Option:

$$\text{Surrender Value} = 70\% \times \text{Single Premium} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

##### For Income Option:

$$\text{Surrender Value} = 70\% \times \text{Single Premium} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

##### For Extra Life Income Option:

$$\text{Surrender Value} = 70\% \times \text{Single Premium} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

##### For Income Replacement Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \left( \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}} \right)^2$$

##### For Return of Premium Option:

Surrender Value = Guaranteed Surrender Value (GSV) Factors x Total Premiums Paid  
The GSV Factors applicable for Total Premiums Paid are as specified in Appendix 1.

#### ii. **For limited Pay Policies**

Surrender Value shall get acquired upon payment of Premiums for 2 Policy Years, in case Premium Paying Term is less than 10 or Return of Premium option is selected. For other cases, Surrender Value shall get acquired on payment of Premiums for 3 years.

##### For Life Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

##### For 3D Life Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

##### For Extra Life Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

##### For Income Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

##### For Extra Life Income Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}}$$

For Income Replacement Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \left( \frac{\text{Unexpired Policy Term}}{\text{Original Policy Term}} \right)^2$$

For Return of Premium Option:

Surrender Value = Guaranteed Surrender Value (GSV) Factors x Total Premiums Paid  
The GSV Factors applicable for Total Premiums Paid are as specified in Appendix 1.

For Life Long Protection Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \frac{\text{Max (0,100-Age at surrender)}}{100-\text{Age at entry}}$$

For 3D Life Long Protection Option:

$$\text{Surrender Value} = 70\% \times \text{Total Premiums Paid} \times \frac{\text{Max (0,100-Age at surrender)}}{100-\text{Age at entry}}$$

iii. **For regular pay Policies**

If the Policyholder chooses the Return of Premium option, Surrender Value shall get acquired upon payment of Premiums for 2 Policy Years, in case Premium Paying Term is less than 10. If the Premium Paying Term is equal to or more than 10, Surrender Value shall get acquired on payment of Premiums for 3 years.

For Life Option:

No Surrender Value shall be payable.

For 3D Life Option:

No Surrender Value shall be payable.

For Extra Life Option:

No Surrender Value shall be payable.

For Income Option:

No Surrender Value shall be payable.

For Extra Life Income Option:

No Surrender Value shall be payable.

For Income Replacement Option:

No Surrender Value shall be payable.

For Return of Premium Option

Surrender Value = Guaranteed Surrender Value (GSV) Factors x Total Premiums Paid  
The GSV Factors applicable for Total Premiums Paid are as specified in Appendix 1.

For Life Long Protection Option:

No Surrender Value shall be payable.



For 3D Life Long Protection Option:

No Surrender Value shall be payable.

- iv. For the purpose of calculation of Unexpired Policy Term, only full calendar months shall be considered.
- v. For the purpose of computation of Surrender Value, the Premiums shall exclude any applicable taxes and levies paid in respect of this Policy.

**2. Lapsed Policies**

- i. In case of limited pay and regular pay Policies, upon Premium discontinuance, if Surrender Value is not acquired then the Policy lapses without any value.
- ii. In case of limited pay and regular pay Policies, upon Premium discontinuance, if the Policy has acquired Surrender Value, the Death Benefit will be highest of
  - 10 times of the Annualized Premium; or
  - 105% of Total Premiums Paid; or
  - Paid Up Sum Assuredwhere,

$$\text{Paid Up Sum Assured} = (\text{Sum Assured on Death} + \text{Additional Benefits}) \times \frac{\text{Total Premiums Paid}}{\text{Total Premiums Payable}}$$

Note: Additional Benefits shall be payable under the Income Replacement Option only.

- iii. The Death Benefit for lapsed Policies will be payable on the earlier of death and diagnosis of Terminal Illness.
- iv. In case of limited pay and regular pay Policies, upon premium discontinuance, if the Policy has acquired Surrender Value, Maturity Benefit for the Return of Premium Option will be as follows:

$$\text{Sum Assured on Maturity} \times \frac{\text{Total Premiums Paid}}{\text{Total Premiums Payable}}$$

- v. A lapsed Policy may be revived subject to the terms and conditions contained in Part D Clause 6.

**3. Automatic Premium Loans**

Automatic premium loans are not offered under this Policy.

**4. Life Stage Protection**

- i. This option is available subject to board approved underwriting Policy of the Company (BAUP).
- ii. The Policyholder may opt to increase the Sum Assured without undergoing any further underwriting upon the occurrence of any of the following events in his/her life or in the life of the Life Assured, in case the Policyholder is different from the Life Assured:
  - 1<sup>st</sup> Marriage: 50% of Sum Assured subject to a maximum of Rs. 50 lakhs
  - Birth of 1<sup>st</sup> child: 25% of Sum Assured subject to a maximum of Rs. 25 lakhs
  - Birth of 2<sup>nd</sup> child: 25% of Sum Assured subject to a maximum of Rs. 25 lakhs
- iii. This option will be available subject to all of the following conditions.
  - The Life Assured is less than 45 years of age at the time of the above mentioned events.
  - The Life Assured is underwritten as a standard life at Policy inception.
  - This option will be available only for a period of six months from the date of the above specified events.
  - An additional premium will be charged for the increase in the Sum Assured.
  - This premium rate shall be based on the age attained, outstanding Policy Term and outstanding Premium Paying Term at the time of the exercise of option. The outstanding Policy Term and Premium Paying Term shall be subject to the minimum Policy Term and Premium Paying term available under the Policy at the time of exercising of this option.
  - The Premium rates applicable shall be those approved by the Authority as at Policy inception.
  - This option is available subject to the Premium rates being available at the time of exercise of the option. For instance, if the Policyholder wishes to exercise the option at the point where the minimum Premium Paying Term or the maximum age at entry of the Policy is violated, the option shall not be allowed.
  - This option shall be available only if no claim has been made under the Policy, eg. Waiver of premium on ATPD, CI.
  - If any rider is attached to the Policy and the rider benefit has been paid during the Policy Term, then this option cannot be exercised.

- iv. The Premium payable for the remainder of the Premium Paying Term will be recalculated based on revised sum assured.

## 5. Top Up Option

- i. This option is available subject to BAUP. The Policyholder can opt for a systematic increase in the Sum Assured from 1<sup>st</sup> Policy Anniversary onwards in the life of the life assured.
- ii. This option will be available subject to all of the following conditions.
  - This option can be chosen only at the Policy inception
  - The Life Assured is underwritten as a standard life at Policy inception.
  - The increments shall stop in the event of any valid claim (including rider claim) being made under the Policy
  - An additional Premium will be charged for the increase in the Sum Assured. The incremental cover as well as the incremental premium, both, will apply prospectively.
  - This premium rate shall be based on the age attained and outstanding Policy Term at the time of the increase in Sum Assured. This shall be subject to the minimum Policy Term available under the product at the time of increase in Sum Assured.
  - This option is available subject to the Premium rates being available at the time of exercise of the option.
  - In case the Life Assured is underwritten as a non standard life at revival stage, future increase in Sum Assured shall cease.
- iii. The Policyholder may choose to opt out of this option any time during the Policy Term.
- iv. Upon the Policyholder choosing to opt out of this option,
  - The Policyholder shall continue to pay the Premium amount equal to the last paid Premium immediately before such opting out.
  - The increments in the cover shall stop from the time the Policyholder has chosen to opt out from this option.
- v. The incremental Sum Assured and the increase in the Premium payable shall be as per the Benefit Illustration as agreed by you and attached to the copy of the Proposal Form in this Policy.

## 6. Revival of the Policy

- i. **For Single pay Policies**  
Where the Policyholder has opted for a Top-up option, non payment of Top-up Premium will be considered as opting out of the Top-up option and such Top-up option cannot be revived.
- ii. **For Limited and Regular pay Policies**  
If your Policy has been lapsed, it may be revived subject to the terms and conditions that we may specify from time to time. Currently, the application for the revival should be made within five years from the due date of the first unpaid Premium and before the expiry of the Policy Term. The revival shall be subject to satisfactory evidence of continued insurability of the Life Assured and payment of outstanding Premiums with interest. Where the Policyholder has opted out of the Top-up option either expressly or by way of non-payment of Top-up Premium, the Policyholder will be required to pay Premium as mentioned under Part D Clause 5(iv). The current rate of interest for revival is 9.5% p.a.

## 7. Alterations

Policyholder has the option to alter the premium frequency of the Main Policy and the Rider Policy. However, the premium frequency for Main Policy and Rider Policy shall be the same.

## 8. Loans

No loans are available under this Policy.

## 9. Bonus

No Bonus is payable under this Policy.

## 10. Free Look Cancellation

In case the Policyholder is not agreeable to any of the terms and conditions stated in the Policy, the Policyholder has an option to return the Policy to the Company stating the reasons thereof, within 15 days from the date of receipt of the Policy. If the Policy has been purchased through Distance Marketing mode this period will be 30 days. On receipt of the Policyholder's letter along with the original Policy document, the Company shall arrange to refund the Premium paid, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred by the Company for medical examination and stamp duty.

## 11. Grace Period:

- i. Grace period allowed for payment of premiums is 15 days for monthly premium payment mode and 30 days for quarterly and half-yearly premium payment mode. The policy is considered to be in-force with the risk cover during the grace period without any interruption.
- ii. In case of death during Grace Period, any unpaid modal premium shall be deducted from the Death Benefit.

Sample

## **Part E**

### **1. Additional Servicing Charges**

Any additional servicing request initiated by the Policyholder will attract a charge of Rs. 250 per request. Any change in this charge is subject to prior approval from IRDAI. The list of additional services eligible under this product is given below. Any administrative servicing that we may introduce at a later date would be included to this list:

- Cheque bounce/cancellation of cheque
- Request for duplicate documents such as duplicate Policy document
- Failure of ECS/SI due to an error at Policyholder's end.

Sample

## Part F

### 1. Exclusions

#### i. Suicide Exclusion

In case of death due to suicide within 12 months from the date of commencement of risk under the policy or from the date of revival of the policy, as applicable, the nominee or beneficiary of the policyholder shall be entitled to at least 80% of the total premiums paid till the date of death or the surrender value available as on the date of death whichever is higher, provided the policy is in force.

#### ii. We will not pay Accidental Death Benefit if the death occurs after 180 days from the date of the Accident. We will not pay Accidental Death Benefit, if Accidental Death is caused directly or indirectly by any of the following:

- Intentionally self-inflicted injury or suicide, irrespective of mental condition
- Alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner
- War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion
- Taking part in any flying activity, other than as a passenger in a commercially licensed aircraft
- Taking part in any act of a criminal nature with criminal intent
- Taking part or practicing for any hazardous hobby, pursuit or race unless previously agreed to by us in writing

#### iii. Additional Exclusions for 3D Life and 3D Life Long Protection Options:

We shall not be liable to pay any benefit if the Critical Illness is caused directly or indirectly by the following:

- Any of the listed Critical Illness conditions where death occurs within 30 days of the diagnosis.
- Any sickness related condition manifesting itself within 90 days of the commencement of the Policy/date of acceptance of risk or reinstatement of cover.
- Intentionally self-inflicted injury or attempted suicide, irrespective of mental condition.
- Alcohol or solvent abuse, or voluntarily taking or using any drug, medication or sedative unless it is an "over the counter" drug, medication or sedative taken according to package directions or as prescribed by a Medical Practitioner.
- Taking part in any act of a criminal nature with criminal intent.
- Failure to seek medical or follow medical advice (as recommended by a Medical Practitioner).
- Radioactive contamination due to nuclear accident.

### 2. Age Admitted

- #### i. The Company has calculated the Premiums under the Policy on the basis of the age of the Life Assured as declared in the Proposal. In case You have not provided proof of age of the Life Assured with the Proposal, You will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938 as amended from time to time, we shall take one of the following actions (i) if the Correct Age makes the Life Assured ineligible for this Policy, we will offer him suitable plan as per our underwriting norms. If you do not wish to opt for the alternative plan or if it is not possible for us to grant any other plan, the Policy will stand cancelled from the date of issuance and the Premiums paid under the Policy will be returned subject to the deduction of expenses incurred by the Company and the Policy will terminate thereafter; or (ii) if the Correct Age makes the Life Assured eligible for the Policy, the difference between the revised Premium, as per the Correct Age and the original Premium, with interest, will be due on the next Policy Anniversary date and the revised Premium will continue for the rest of the Premium Payment Term. The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.

### 3. Claim Procedure

#### i. Maturity Benefit: The Maturity Benefit will be paid if and only if:

- The Policy has matured and the Life Assured is alive on the Maturity Date,
- No claim has been made on the Policy, except any survival benefit, if any,
- The Policy has not been discontinued or surrendered or cancelled or terminated, and
- All relevant documents including the original Policy document in support of your claim have been provided to the Company.

#### ii. Death Benefit: The Death Benefit will be paid if and only if:

- The death of the Life Assured has occurred before the Maturity Date,
- The standard Policy provisions specified in Part F Clause 1 (Exclusions) and Part F Clause 7 (Incorrect Information and Non Disclosure) are not attracted,
- The Policy has not been discontinued or surrendered or cancelled or terminated, and

- All relevant documents in support of the claim have been provided to the Company. These would normally include the following:

Basic documentation if death is due to Natural Cause:

- a. Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
- b. Original Policy;
- c. Original or copy Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar (attested by issuing authority);
- d. Claimant's identity and residence proof.

Basic documentation if death is due to Un-Natural Cause:

- a. Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
- b. Original Policy;
- c. Original or copy Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar (attested by issuing authority);
- d. Claimant's identity and residence proof.
- e. Original or copy of First Information Report, Police Panchnama report attested by Police authorities; and
- f. Original or copy of Postmortem report attested by Hospital authority.

Note:

- In case original documents are submitted, attestation on the document by authorities is not required.
- Depending on the circumstances of the death, further documents may be called for as we deem fit.

- iii. The claim is required to be intimated to us within a period of 90 days from the date of death. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant.

#### **4. Nomination**

The Policyholder can nominate a person/ persons in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 39 is enclosed in Annexure I for reference.

#### **5. Assignment**

The Policyholder can assign or transfer of a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 38 is enclosed in Annexure II for reference.

#### **6. Issuance of Duplicate Policy:**

The Policyholder can request for a duplicate copy of the Policy at HDFC Life offices or through Certified Financial Consultant (Insurance Agent) who advised you while taking this Policy. While making an application for duplicate Policy the Policyholder is required to submit a notarized original indemnity bond. Additional charges may be applicable for issuance of the duplicate Policy.

#### **7. Incorrect Information and Non-Disclosure**

Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. Simplified version of the provisions of Section 45 is enclosed in Annexure III for reference.

#### **8. Policy on the life of a Minor**

This Policy cannot be taken for the benefit of the Life Assured who is a minor

#### **9. Taxes and levies**

(1) Indirect Taxes

Taxes and levies shall be levied as applicable. Any taxes and levies becoming applicable in future may become payable by you by any method including by levy of an additional monetary amount in addition to premium and or charges.

(2) Direct Taxes

Tax, if any will be deducted at the applicable rate from the payments made under the Policy, as per the provisions of the Income Tax Act, 1961 as amended from time to time.

#### **10. Modification, Amendment, Re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars etc. thereunder**

- i. This Policy is subject to-

- The Insurance Act 1938,
  - Amendments, modifications (including re-enactment) as may be made from time to time, and
  - Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc as may be introduced thereunder from time to time.
- ii. We reserve the right to change any of these Policy Provisions / terms and conditions in accordance with changes in applicable Regulations or Laws or if it becomes impossible or impractical to enact the provision / terms and conditions.
- iii. We are required to obtain prior approval from the IRDAI before making any material changes to these provisions, except for changes of regulatory / statutory nature.
- iv. We reserve the right to require submission by You of such documents and proof at all life stages of the Policy as may be necessary to meet the requirements under Anti- money Laundering/Know Your Customer norms and as may be laid down by IRDAI and other regulators from time to time.

#### **11. Jurisdiction:**

This Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.

#### **12. Notices**

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

HDFC Life Insurance Company Limited, 11<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

Registered Office: Lodha Excelus, 13<sup>th</sup> Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

Helpline number: 18602679999 (Local charges apply)

E-mail: service@hdfclife.com

Or such other address as may be informed by Us.

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

You are requested to communicate any change in address, to the Company supported by the required address proofs to enable the Company to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that correspondences from the Company are correctly addressed to the Policyholder at the latest updated address.

**Appendix 1: Guaranteed Surrender Value (GSV) Factors**

**Guaranteed Surrender Value Factors as percentage of Total Premiums paid for Return of Premium option**

Note: This would only be payable once the policy has acquired a guaranteed surrender value.

**For Single Pay Policies:**

<b>Policy Year</b>	<b>GSV Factors</b>
1	75%
2	75%
3	75%
4	90%
5	90%
6	90%
7	90%
8	90%
9	90%
10	90%
11	90%
12	90%
13	90%
14	90%
15	90%
16	90%
17	90%
18	90%
19	90%
20	90%
21	90%
22	90%
23	90%
24	90%
25	90%
26	90%
27	90%
28	90%
29	90%
30	90%
31	90%
32	90%
33	90%
34	90%
35	90%
36	90%
37	90%
38	90%
39	90%
40	90%







**Part G**  
**(Grievance Redress Mechanism)**

**1. Complaint Resolution Process**

- (i) The customer can contact us on the below mentioned address or at any of our branches in case of any complaint/ grievance:  
Grievance Redressal Officer  
HDFC Life Insurance Company Limited  
11th Floor, Lodha Excelus, Apollo Mills Compound,  
N. M. Joshi Marg, Mahalaxmi, Mumbai, Maharashtra - 400011  
Tel: 022-67516666, Helpline number: 18602679999 (Local charges apply)  
E-mail: [service@hdfclife.com](mailto:service@hdfclife.com)
- (ii) All grievances (Service and sales) received by the Company will be responded to within the prescribed regulatory Turn Around Time (TAT) of 15 days.
- (iii) Written request or email from the registered email id is mandatory.
- (iv) If required, we will investigate the complaints by taking inputs from the customer over the telephone or through personal meetings.
- (v) We will issue an acknowledgement letter to the customer within 3 working days of the receipt of complaint.
- (vi) The acknowledgement that is sent to the customer has the details of the complaint number, the Policy number and the Grievance Redressal Officer's name who will be handling the complaint of the customer.
- (vii) If the customer's complaint is addressed within 3 days, the resolution communication will also act as the acknowledgment of the complaint.
- (viii) The final letter of resolution will offer redressal or rejection of the complaint along with the appropriate reason for the same.
- (ix) In case the customer is not satisfied with the decision sent to him or her, he or she may contact our Grievance Redressal Officer within 8 weeks of the receipt of the communication at any of the touch points mentioned in the document, failing which, we will consider the complaint to be satisfactorily resolved.
- (x) The following is the escalation matrix in case there is no response within the prescribed timelines or if you are not satisfied with the response. The number of days specified in the below- mentioned escalation matrix will be applicable from the date of escalation.

Level	Designation	Response Time
1st Level	Associate Vice President – Customer Relations	10 working days
2nd Level (for response not received from Level 1)	Sr. Vice President – Customer Relations	7 working days

You are requested to follow the aforementioned matrix to receive satisfactory response from us.

- (xi) If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255 / 18004254732
- Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)
- Online- You can register your complaint online at <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper:  
General Manager,  
Consumer Affairs Department - Grievance Redressal Cell  
Insurance Regulatory and Development Authority of India  
Sy No. 115/1, Financial District,  
Nanakramguda, Gachibowli,  
Hyderabad – 500 032,

2. In the event you are dissatisfied with the response provided by us, you may approach the Insurance Ombudsman in your region. The details of the existing offices of the Insurance Ombudsman are provided below. You are requested to refer to the IRDAI website at “[www.irdai.gov.in](http://www.irdai.gov.in)” for the updated details.

**a. Details and addresses of Insurance Ombudsman**

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	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@ecoi.co.in	Gujarat , Dadra & Nagar Haveli, Daman and Diu
BHOPAL	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@ecoi.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.  Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
BENGALURU	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@ecoi.co.in	Karnataka
CHANDIGARH	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@ecoi.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , Chandigarh
CHENNAI	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@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.  Tel.: 011 - 23232481 / 23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).  Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

HYDERABAD	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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.  Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.  Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe – a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.  Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	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@ecoi.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
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.  Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane

NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.  Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952  Email: bimalokpal.patna@ecoi.co.in.	Bihar, Jharkhand
PUNE	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@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

**b. Power of Ombudsman-**

- 1) The Ombudsman shall receive and consider complaints or disputes relating to—
  - (a) delay in settlement of claims, 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 by the Company ;
  - (c) disputes over premium paid or payable in terms of insurance policy;
  - (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
  - (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, general insurance policy including health 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 in life insurance; and
  - (i) any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, 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).
- 2) The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
- 3) The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
- 4) The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be

entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Clause (c) provided herein below.

**c. Manner in which complaint is to be made -**

- 1) Any person who has a grievance against the Company, 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 Company complained against or the residential address or place of residence of the complainant is located.
- 2) 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 Company 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.
- 3) No complaint to the Insurance Ombudsman shall lie unless—
  - (a) the complainant makes a written representation to the Company named in the complaint and—
    - i. either the Company had rejected the complaint; or
    - ii. the complainant had not received any reply within a period of one month after the Company received his representation; or
    - iii. the complainant is not satisfied with the reply given to him by the Company;
  - (b) The complaint is made within one year—
    - i. after the order of the Company rejecting the representation is received; or
    - ii. after receipt of decision of the Company which is not to the satisfaction of the complainant;
    - iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company fails to furnish reply to the complainant.
- 4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- 5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

## Annexure I

### 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 dated 23.03.2015. 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; the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- 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 (i.e. 23.03.2015).
- 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 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 Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]***

## Annexure II



## Section 38 - Assignment or 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 dated 23.03.2015. 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 or 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 authorised 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 policySuch 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.

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## Annexure III

### 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 Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 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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