

**Part A**

<<4 April 2013>>  
<<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 Guaranteed Pension Plan Policy ("Policy") has been issued. We have made every effort to design your Policy Document 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. We are also enclosing alongside a copy of your proposal form and other relevant documents submitted by you for your information and record.

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

In case you are not agreeable to any of the provisions stated in the Policy, you have the option to return the 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 this period will be 30 days. On receipt of your letter along with the original Policy document if the reasons stated thereof are found valid, 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 stamp duty. If this product is purchased as QROPS through transfer of UK tax relieved assets, the proceeds from cancellation in free look period shall only be transferred back to the Fund House from where the money was received

**Contacting us:**

The address for correspondence is given on the first page of the Policy document. To enable us to serve you better, you are requested to quote your Policy number in all future correspondences. In case you are keen on 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 "Grievance Redressal – Contact Details Annexure". In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region whose address is available on our website [www.hdfclife.com](http://www.hdfclife.com).

Thanking you for choosing HDFC Life Insurance Company Limited and looking forward to serving you in the years ahead,

Yours sincerely,

<< Name & Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>>

Agency Code: <<Agency Code>>

Agency Name: <<Agency Name>>

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

Agency Contact Details: <<Agency 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, 13<sup>th</sup> 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](mailto:service@hdfclife.com) | [NRIservice@hdfclife.com](mailto:NRIservice@hdfclife.com) (For NRI customers only) Visit – [www.hdfclife.com](http://www.hdfclife.com) . CIN: L65110MH2000PLC128245

SAMPLE

**POLICY DOCUMENT- HDFC LIFE GUARANTEED PENSION PLAN**
**Unique Identification Number: << >>**

Your Policy is a conventional without profits limited Premium paying pension Policy. This Policy is the evidence of a contract between HDFC Life Insurance Company Limited ('We'/ 'Company') and the Policyholder ('You') 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, and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder. 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>Address</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>>

**Policy Details**

<b>Date of Risk Commencement</b>	<< RCD >>
<b>Date of Issue</b>	<< First Issue Date>>
<b>Premium Due Date(s)</b>	<<dd /month>>
<b>Sum Assured on Vesting</b>	Rs. << >>
<b>Annualised Premium</b>	Rs. << >>
<b>Policy Term</b>	<< >> years
<b>Premium Paying Term</b>	<< 5/ 7/ 10 >> years
<b>Frequency</b>	<< Annual/Half-yearly/ Quarterly/ Monthly >>
<b>Premium per Frequency</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>Vesting Date</b>	<< dd/mm/yyyy >>

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

**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>	<< >>	

**Address for Communication** << >>

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**

## Part B

### Definitions

- (1) *Appointee* – 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 while the Nominee is a minor;
- (2) *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
- (3) *Authority/ IRDAI* – means Insurance Regulatory and Development Authority of India.
- (4) *Company, company, Insurer, Us, us, We, we, Our, our* – means or refers to HDFC Life Insurance Company Limited.
- (5) *Date of Risk Commencement* – means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences;
- (6) *Frequency of Premium Payment* – means the period, as stated in the Policy Schedule, between two consecutive Premium due dates for the Policy;
- (7) *Fund House* - pension fund administrator who had transferred the accumulated pension pot of the Policyholder to HDFC Life QROPS
- (8) *Life Assured* - The Life Assured is 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.
- (9) *Nominee* – 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;
- (10) *Policyholder, You, you, your* – means or refers to the Policyholder stated in the Policy Schedule.
- (11) *Policy Term* – means the term of the Policy as stated in the Policy Schedule;
- (12) *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 taxes or any other taxes, cesses or levies;
- (13) *Premium Paying Term* – means the period as stated in the Policy Schedule, in years, over which Premiums are payable;
- (14) *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.
- (15) *Revival Period* - means the period of two consecutive years from the date of discontinuance of the Policy, 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.
- (16) *Sum Assured on Vesting* - Sum Assured on vesting is the absolute amount of benefit which is guaranteed to become payable on the vesting of the Policy as per the terms and conditions specified in the Policy.
- (17) *Surrender* - means complete withdrawal/ termination of the entire Policy.
- (18) *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.

## Part C

### (1) Benefits

- (1) Vesting Benefit - On survival of the Life Assured till the vesting date and provided all Premiums which have fallen due are paid, the amount available for annuitisation shall be the sum of:
    - Sum Assured on Vesting,
    - Accrued Guaranteed Additions and
    - Vesting Addition.
  - (2) For details on Guaranteed Additions and Vesting Addition, please refer to Clause 4 of Part D.
  - (3) Death Benefit - On death of the Life Assured before the vesting date and provided all Premiums which have fallen due are paid, the amount payable shall be the total Premiums paid accumulated at a guaranteed rate of 6% per annum compounded annually.
  - (4) The Death Benefit payable shall be at least equal to 105% of the total Premiums paid till the date of death.
  - (5) For the purpose of computation of the Death Benefit, the Premiums shall exclude any taxes paid such as Taxes and other levies.
  - (6) Upon the payment of the Death Benefit or the Vesting Benefit, the Policy terminates and no further benefits are payable.
  - (7) For a paid-up Policy, the Death and Vesting Benefits payable shall be as described in Clause 2 of Part D.
  - (8) For details on the annuitisation of the Death Benefit and the Vesting Benefit, please refer to Clause 6 of Part D.
  - (9) The recipients of benefits under this policy shall be as specified below:
    - Death Benefit shall be payable to the 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
    - All other Benefits shall be payable to the Policyholder.
- (2) Premiums under the Policy can be paid 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.
  - (3) If you have chosen monthly premium payment frequency, we may collect first 3 months premium along with the proposal form. The Premiums that are paid before the due date will be deemed to have been received on the due date for that regular Premium respectively. As per the current Regulations, we will accept Premiums in advance provided the Premiums are falling due in the same financial year.
  - (4) A grace period of not more than 30 days, where the mode of payment of Premium is other than monthly, and not more than 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.
  - (5) If any Premium remains unpaid after the expiry of the grace period, your Policy may lapse or become Paid-Up, as described in Clause 2 of Part D, 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 Clause 2 of Part D as stated below.
  - (6) Premiums are payable by You without any obligation on us to issue a reminder notice to You.
  - (7) 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.
  - (8) 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.
  - (9) If you suspend payment of Premium for any reason whatsoever, Clause 2 of Part D (Lapsed Policies and Paid –Up Policies) may apply and we shall not be held liable for any loss of benefits.

### (2) Payment and cessation of Premiums

- (1) 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.

## Part D

### (1) Surrender Value

(1) The Policy will acquire a minimum Guaranteed Surrender Value (GSV) upon the payment of:

- The first two years' Premiums, if the Premium paying term is less than 10 years; or
- The first three years' Premiums, if the Premium paying term is 10 years or more.

(2) The minimum GSV shall be the sum of:

- Applicable GSV factors on the Premiums paid at the time of surrender multiplied to the total Premiums paid to date.
- Applicable GSV factors on Guaranteed Additions at the time of surrender multiplied to the Guaranteed Additions already accrued to the Policy.

The GSV factors applicable for Premiums paid and accrued Guaranteed Additions are as specified in Appendix 1.

(3) The Company may pay a Surrender Value higher than the minimum Guaranteed Surrender Value in the form of a Special Surrender Value (SSV).

(4) For the purpose of calculation of Surrender Value, Premium will exclude any taxes paid.

(5) For details on the annuitisation of the Surrender Benefit, please refer to Clause 6 of Part D.

### (2) Lapsed Policies and Paid-Up policies

(1) If any Premium remains unpaid after the expiry of the grace period and your Policy has not acquired a minimum GSV, your Policy's status will be altered to lapsed status and the cover will cease.

(2) No benefits would be payable under a lapsed Policy.

(3) If any Premium remains unpaid after the expiry of the grace period and your Policy has acquired a minimum GSV, your Policy's status will be altered to paid-up status.

(4) Once your Policy is altered to paid-up status, the 'Sum Assured on Vesting' will reduce to paid-up Sum Assured and your Policy will cease to qualify for any future Guaranteed Additions. The paid-up Sum Assured will be calculated as the 'Sum Assured on Vesting' multiplied by the ratio of the Premiums paid to the Premiums payable under the Policy.

(5) A lapsed or paid-up Policy may be revived subject to the terms and conditions as described under Clause 3 of Part D.

(6) The Vesting Benefit for a paid-up Policy shall be the sum of:

- Paid-up Sum Assured,
- Guaranteed Additions (accrued before the Policy became paid-up) and
- Vesting Addition (calculated based on the paid-up Sum Assured).

(7) The Death Benefit for a paid-up Policy shall be the total Premiums paid, accumulated at a guaranteed rate of 6% per annum compounded annually.

(8) The Death Benefit payable shall be at least equal to 105% of the total premiums paid till the date of death.

(9) For the purpose of computation of Death Benefit, the Premiums shall exclude any taxes paid such as Taxes and other levies.

(10) If a paid-up Policy is subsequently surrendered, the Surrender Benefit shall be the Vesting Benefit for such paid-up Policy multiplied by the applicable SSV factor.

### (3) Revival of the Policy

If your Policy has been paid-up or lapsed, it may be revived subject to the IRDA (Non-Linked Insurance Products) Regulations, 2013 as amended from time to time and the terms and conditions that we may specify from time to time. Currently, the application for the revival should be made within two years from the due date of the first unpaid Premium and before the expiry of the Policy Term. The revival will be subject to satisfactory evidence of continued insurability of the Life Assured and payment of outstanding Premiums with interest. Once the Policy is revived, you are entitled to receive all contractual benefits.

### (4) Guaranteed Additions and Vesting Addition

(1) Subject to Premiums being paid as and when due under the Policy, the Policyholder shall receive at vesting annual Guaranteed Additions at a rate of 3% of the 'Sum Assured on Vesting', accrued at the end of every Policy year, throughout the Policy Term.

(2) Upon Vesting, the Policyholder shall receive a Vesting Addition based on the Policy Term as described below.

Policy Term	Vesting Addition (% of Sum Assured on Vesting)	Policy Term	Vesting Addition (% of Sum Assured on Vesting)
10 years	30%	16 years	48%
11 years	33%	17 years	51%
12 years	36%	18 years	54%
13 years	39%	19 years	57%
14 years	42%	20 years	60%
15 years	45%		

(3) If your Policy is in paid-up status, it will cease to qualify for any future Guaranteed Additions. Guaranteed Additions accrued to the Policy on the date the Policy is altered to paid-up status, will continue to be attached. Upon Vesting, the Policyholder shall receive a Vesting Addition calculated based on the paid-up Sum Assured.

#### (5) Alterations

The Premium paying frequency can be changed subject to the minimum Premium conditions. The Annualised Premium cannot be decreased or increased at any point of time except due to a change in Premium paying frequency and only to that extent.

#### (6) Annuitisation Provisions

(1) Death Benefit – The nominee shall have the following options:

- To utilise the Death Benefit, fully or partly, for purchasing an immediate annuity product from us at the then prevailing annuity rate offered; or
- To withdraw the entire Death Benefit.

(2) Vesting Benefit – The Policyholder shall have the following options:

- To commute to the extent allowed under the Income Tax laws and to utilise the residual amount to purchase an immediate annuity product from us at the then prevailing annuity rate offered; or
- To utilise the Vesting Benefit to purchase a single premium deferred pension product from us.

(3) Surrender Benefit – The Policyholder shall have the following options:

- To commute to the extent allowed under the Income Tax laws and to utilise the residual amount to purchase an immediate annuity product from us at the then prevailing annuity rate offered; or
- To utilise the Surrender Benefit to purchase a single premium deferred pension product from us.

#### (7) Access to benefits/payout if this product is purchased as QROPS (Qualifying Recognized Overseas Pension Scheme), through transfer of UK tax relieved assets

Notwithstanding anything stated under this document, the following terms & conditions shall apply to QROPS Policyholders:

##### i) Benefits on Surrender

If this product is purchased as QROPS through transfer of UK tax relieved assets, access to benefits from policy proceeds both in the form of tax free commutation and Annuitisation, would be restricted till the Policyholder attains 55 years of age or the policy acquires GSV whichever is later

##### ii) Cancellation in the Free-Look Period

If this product is purchased as QROPS through transfer of UK tax relieved assets, the proceeds from cancellation in free look period shall only be transferred back to the Fund House from where the money was received

#### (8) Loans

Loans are not available under this Policy.

#### (9) Cancellation in the Free-Look Period:

In case you are not agreeable to any of the provisions stated in the Policy, you have the option to return the 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 this period will be 30 days. On receipt of your letter along with the original Policy document if the reasons stated thereof are found valid, 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 stamp duty. If this product is purchased as QROPS through transfer of UK tax relieved assets, the proceeds from cancellation in free look period



shall only be transferred back to the Fund House  
from where the money was received.

SAMPLE

**Part E****1. Additional Servicing Charges**

Any additional servicing request initiated by the Policyholder will attract a charge of Rs. 250 per request. This charge may be increased to allow for inflation. This charge may be waived by the Insurer. 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:

- a) Premium collection related services such as cheque pick-up / Premium payment via outstation cheques / drop-box deposit
- b) Cheque bounce/cancellation of cheque
- c) Request for duplicate documents such as duplicate premium receipt, duplicate policy document
- d) Cancellation/failure of ECS/SI due to an error at client's end or fresh request of ECS / SI mandate initiated by client

## Part F

### (1) Assignment & Nomination

Any notice of assignment or change in nomination must be notified in writing to us at our Correspondence Address noted in your Policy Schedule together with supporting documents as required and will be dealt with according to Section 38 and Section 39 of Insurance Act, 1938.

### (2) Exclusions

There are no exclusions in this Policy.

### (3) 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 II for reference.

### (4) Policy on the life of a Minor

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

### (5) Taxes and other levies

As per the current laws, Taxes and other levies as applicable on life insurance Premium and is payable in addition to the Premium amount specified in the Policy Schedule. Any other indirect tax, statutory levy or duty leviable in future including changes in the rate of any of the above may become payable by you by any method we deem appropriate including by levy of an additional monetary amount in addition to the Premium.

### (6) Pre-requisites for payment of benefits

(1) Vesting Benefit - The Vesting Benefit will be paid if and only if

- The Policy has vested and the Life Assured is alive on the Vesting Date,
- No claim has been made on the Policy,
- The Policy has not been surrendered, cancelled or terminated; and
- All relevant documents including the original Policy document in support of your claim have been provided to the Company.

(2) Death Benefit - The Death Benefit will be paid if and only if

- The death of the Life Assured has occurred before the Vesting Date,

- The Policy provisions specified in Clause 2 of Part F (Exclusions) and Clause 3 of Part F (Incorrect Information and Non Disclosure) are not attracted,
- The Policy has not been surrendered, cancelled or terminated; and
- All relevant documents in support of the claim have been provided to the Company. These would normally include the following:

- Fully completed claim form
- Original Policy document,
- Original or certified copy of death registration certificate,
- Original or certified copy of certificate of doctor certifying death,
- Original or certified copy of certificate of cremation or burial, and
- Originals or certified copy of any medical reports that we consider relevant to the death.

- Depending on the circumstances of the death, further documents may be called for as we deem fit.

- We may condone the delay in claim intimation, if the delay is proved to be for reasons beyond the control of the claimant.

### (7) Modification, Amendment, Re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars etc there under

(1) This Policy is subject to

- The Insurance Act 1938, as amended by the Insurance Regulatory and Development Authority Act, 1999.
- 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 there under from time to time.

(2) 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.

(3) We are required to obtain prior approval from the IRDAI or any successor body before making any material changes to these provisions, except for changes of regulatory / statutory nature.

(4) We reserve the right to require submission 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.

**(8) 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, 11th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.  
Registered Office: Lodha Excelus, 13th 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 Factors**

**Guaranteed Surrender Value Factors as percentage of Premiums paid**

Policy Year	Premium Paying Term of years and 7 years	Premium Paying Term of 10 years
2	30%	n/a
3	30%	30%

4 to 7	50%	50%
Last 2 years	90%	90%

After the seventh Policy year, the % of Premiums paid for Guaranteed Surrender Value calculation shall be interpolated such that it smoothly progresses from 50% at the end of the seventh Policy year to 90% two years before Vesting.

**Guaranteed Surrender Value Factors for accrued Guaranteed Additions**

No. of years Premiums paid	Policy Term											
	10	11	12	13	14	15	16	17	18	19	20	
2	32.7%	28.4%	24.7%	21.5%	18.7%	16.3%	14.1%	12.3%	10.7%	9.3%	8.1%	
3	37.6%	32.7%	28.4%	24.7%	21.5%	18.7%	16.3%	14.1%	12.3%	10.7%	9.3%	
4	43.2%	37.6%	32.7%	28.4%	24.7%	21.5%	18.7%	16.3%	14.1%	12.3%	10.7%	
5	49.7%	43.2%	37.6%	32.7%	28.4%	24.7%	21.5%	18.7%	16.3%	14.1%	12.3%	
6	57.2%	49.7%	43.2%	37.6%	32.7%	28.4%	24.7%	21.5%	18.7%	16.3%	14.1%	
7	65.8%	57.2%	49.7%	43.2%	37.6%	32.7%	28.4%	24.7%	21.5%	18.7%	16.3%	
8	75.6%	65.8%	57.2%	49.7%	43.2%	37.6%	32.7%	28.4%	24.7%	21.5%	18.7%	
9	87.0%	75.6%	65.8%	57.2%	49.7%	43.2%	37.6%	32.7%	28.4%	24.7%	21.5%	
10		87.0%	75.6%	65.8%	57.2%	49.7%	43.2%	37.6%	32.7%	28.4%	24.7%	21.5%
11			87.0%	75.6%	65.8%	57.2%	49.7%	43.2%	37.6%	32.7%	28.4%	24.7%
12				87.0%	75.6%	65.8%	57.2%	49.7%	43.2%	37.6%	32.7%	28.4%
13					87.0%	75.6%	65.8%	57.2%	49.7%	43.2%	37.6%	28.4%
14						87.0%	75.6%	65.8%	57.2%	49.7%	43.2%	37.6%
15							87.0%	75.6%	65.8%	57.2%	49.7%	43.2%
16								87.0%	75.6%	65.8%	57.2%	49.7%
17									87.0%	75.6%	65.8%	57.2%
18										87.0%	75.6%	65.8%
19											87.0%	75.6%

Note: For Premium Payment Term of 10 years, the GSV is acquired only upon the payment of first three years' Premiums and therefore the factors corresponding to the second policy year do not apply.

## 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 after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be

specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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SAMPLE

## Annexure II

**Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 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 policy whichever 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 policy whichever 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 misstatement 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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