

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 New Immediate Annuity Policy ("Policy") being this Policy, 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 recognise 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 Nominee(s) 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 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 mode, this period will be 30 days. However this option will not be available in the event of purchase of this Policy from the vesting proceeds of an accumulation pension product previously purchased by you. On receipt of your letter along with the original Policy, we shall arrange to refund the Premium/Purchase Price paid by you subject to deduction of the expenses incurred by us for medical examination (if any) and stamp duty (if any). A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

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 authorized representatives or 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 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, 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 - 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.

SAMPLE

POLICY DOCUMENT- HDFC Life New Immediate Annuity

Unique Identification Number: UIN- 101N084V0⁵⁶

Your Policy is a single premium non-participating and non linked annuity policy. This document is the evidence of a contract between HDFC Life Insurance Company Limited and the Annuitant as described in the Policy Schedule given below. This Policy is based on the Proposal made by the within named Annuitant and submitted to the Company along with the required documents, declarations, statements, and other information received by the Company from the Annuitant or on behalf of the Annuitant. This Policy is effective upon receipt and realisation, by the Company, of the consideration payable as Premium/Purchase Price under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all Premium/Purchase Price and Benefits are expressed and payable in Indian Rupees.

POLICY SCHEDULE

Policy number: << >>

Client ID: << >>

Policyholder Details

Name	<< >>
Address	<< >>

Annuitant Details

Annuitant Information	Annuitant/Primary Annuitant	Secondary Annuitant
Name	<< >>	<< >>
Date of Birth	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
Age on the Date of Risk Commencement	<< >> years	<< >> years
Age Admitted	<<Yes/No>>	<<Yes/No>>

Policy Details

Date of Commencement of Policy	<<Date>>
Date of Risk Commencement	<< RCD >>
Date of Issue/Inception of Policy	<< Issue Date>>
Premium/Purchase Price Payment Date	<<dd /month>>
Plan Option	<<>>
Benefits payable on Death	Rs. << >>
Benefits payable on diagnosis of Critical Illness	Rs. << >>/<<Not Applicable>>
Guarantee Period	<<>>/<<Not applicable>>
Premium/Purchase Price Paid	Rs. << >>>
Frequency of Annuity Payment	<< Annual/Half-yearly/ Quarterly/ Monthly >>
Annuity Amount per Frequency of Annuity Payment	Rs. << >>

Riders

Rider Name	<<>>
Rider Term	<<>> years
Rider Sum Assured	Rs. << >>

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

NOMINATION SCHEDULE

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

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)

Definitions in alphabetical order

- 1) *Annuitant* – means the person who is entitled to receive the annuity benefits and on whose life the contingent events have to occur for the Benefits to be payable as stated in the Policy Schedule .
- 2) *Appointee* – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorised to receive the Death Benefit under this Policy on the death of the Annuitant while the Nominee is a minor;
- 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) *Guarantee Period* – means the period, as stated in the Policy Schedule, which is chosen by you at the time of Policy inception, for which the annuity is guaranteed to be payable to the Annuitant or his/her Nominee upon the Annuitant's death.
- 7) *Nominee(s)* – means the person(s) named by you and registered with us in accordance with the Nomination Schedule, who is authorised to receive the Death Benefit under this Policy, on the death of the Annuitant;
- 8) *Medical Practitioner* – means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license but excluding the Practitioner who is:
 - a) Annuitant/Policyholder himself or an agent of the Annuitant/ Policyholder;
 - b) Insurance Agent, business partner(s) or employer/employee of the Annuitant/ Policyholder or;
 - c) A member of the Annuitant's/ Policyholders immediate family.
- 9) *Policy Anniversary* – means the annual anniversary of the Date of Risk Commencement;
- 10) *Policyholder, You, you, your* – means or refers to the Policyholder stated in the Policy Schedule. The Policyholder is the owner of the Policy.
- 11) *Policy Term* – means the term of the Policy as stated in the Policy Schedule;
- 12) *Premium/Purchase Price* – means an amount stated in the Policy Schedule, payable by you to us and in the manner stated in the Policy Schedule, to secure the benefits under this Policy, excluding taxes and levies;
- 13) *Primary Annuitant* – refers to the individual, the events in the life of whom are of primary importance in affecting the timing or amount of payout under the contract.
- 14) *Secondary Annuitant* – refers to the second life for the purpose of joint life Annuity option
- 15) *Sum Assured* - mean the absolute amount of benefit which is guaranteed to become payable as per the terms and conditions specified in the Policy
- 16) *Surrender* - means complete withdrawal/ termination of the entire Policy.
- 17) *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
(Benefits)**

1. Benefits:

(1) Annuity Option - Under this Policy, the amount of Benefit depends on the annuity option and the frequency selected. The table below sets out the annuity benefits for various options:

Annuity Option	Annuity Benefits
<<Life Annuity	Annuity payments will be made in arrears for as long as the Annuitant is alive. The annuity payments will cease on death of the Annuitant>>
<<Life Annuity with Return of Premium/Purchase Price	
<<Life Annuity with Return of Balance Premium/Purchase Price	
<<Life Annuity with Return of Premium/Purchase Price in Parts	
<<Life Annuity with a Guarantee Period	Annuity payments will be made in arrears for as long as the Annuitant is alive or until the end of the Guarantee Period, whichever is later. The annuity payments will cease on the later of: <ul style="list-style-type: none"> - death of the Annuitant; or - completion of the Guarantee Period. The Guarantee Period shall be as selected by you and is set out in the Policy Schedule>>
<<Life Annuity with 5% escalation	Annuity payments will be made in arrears for as long as the Annuitant is alive. The annuity payment will increase at a simple rate of 5% per annum of the initial annuity payment. For example, if the annuity amount is Rs10,000 in the first year; the annuity will be Rs10,500 in the second year; Rs11,000 in the third year and so on. The annuity payments will cease on the death of the Annuitant>>
<<Life Annuity with Return of Premium/Purchase Price on diagnosis of Critical Illness	Annuity payments will be made in arrears. The annuity payments will cease on the earlier of: <ul style="list-style-type: none"> - being diagnosed with a specified Critical Illness as mentioned in the Part C Clause 1(4) before the age of 85; or - death of the Annuitant>>
<<Joint Life Annuity with 100% annuity to the Secondary Annuitant	100% of the annuity amount will be payable in arrears so long as either the Primary

<<Joint Life Annuity with 100% annuity to the Secondary Annuitant and return of Premium/Purchase Price	Annuitant or the Secondary Annuitant is alive. The annuity payments will cease on later of the deaths of the two Annuitants>>
<<Joint Life Annuity with 50% annuity to the Secondary Annuitant	100% of the annuity amount will be payable in arrears so long as the Primary Annuitant is alive. On the death of the Primary Annuitant, 50% of the annuity amount will be payable to the Secondary Annuitant as long as the Secondary Annuitant is alive. The annuity payments will cease on later of the deaths of the two Annuitants. If the Secondary Annuitant predeceases the Primary Annuitant, the annuity payments shall cease upon the death of the Primary Annuitant>>
<<Joint Life Annuity with 50% annuity to the Secondary Annuitant and return of Premium/Purchase Price	

(2) *Death Benefit* (Payable to Nominee/Legal heirs) - The Death Benefit will vary depending on the annuity option. The table below sets out the Death Benefit for the various options:

Annuity Option	Death Benefits
<<Life Annuity	None>>
<<Life Annuity with Return of Premium/Purchase Price	100% of the Premium/Purchase Price of the annuity will be paid to the Nominee(s)>>
<<Life Annuity with Return of Balance Premium/Purchase Price	Excess, if any, of 100% of the Premium/Purchase Price of the annuity less the aggregate of all annuity installments previously paid to the Annuitant will be paid to the Nominee(s)>>
<<Life Annuity with a Guarantee Period	None>>
<<Life Annuity at 5% escalation	None>>
<<Life Annuity with Return of Premium/Purchase Price in Parts	<ul style="list-style-type: none"> • On death of the Annuitant before the seventh Policy Anniversary 100% of the Premium/Purchase Price will be paid to the Nominee(s) • On death of the Annuitant after the seventh Policy Anniversary 70% of the Premium/Purchase Price will be paid to the Nominee(s)>>
<<Life Annuity with Return of Premium/Purchase Price on diagnosis of Critical Illness	100% of the Premium/Purchase Price of the annuity will be paid to the Nominee(s)>>
<<Joint Life Annuity with 100% annuity to the Secondary Annuitant	None>>
<<Joint Life Annuity with 50% annuity to the Secondary Annuitant	None>>

<<Joint Life Annuity with 100% annuity to the Secondary Annuitant and return of Premium/Purchase Price	100% of the Premium/Purchase Price of the annuity will be paid to the Nominee(s)>>
<<Joint Life Annuity with 50% annuity to the Secondary Annuitant and return of Premium/Purchase Price	100% of the Premium/Purchase Price of the annuity will be paid to the Nominee(s)>>

The Premium/Purchase Price referred in the table above excludes tax and levies if applicable. In case of any annuity payments being made between the date of death and the date of intimation of such death, such annuity payments will be deducted from the death benefit wherever applicable.

<< (3) *Survival Benefit* –

Life Annuity with Return of Premium/Purchase Price in Parts: Under the option Life Annuity with Return of Premium/Purchase Price in parts, on the seventh Policy Anniversary, 30% of the Premium/Purchase Price is payable provided the Annuitant is alive.

(4) *Benefits payable on diagnosis of Critical Illness:*

Life Annuity with Return of Premium/Purchase Price on diagnosis of Critical Illness: Annuity payments will be made in arrears. The annuity payments will cease on the earlier of:

- (a) being diagnosed with a specified Critical Illness as mentioned below before the age of 85; or
- (b) death of the Annuitant.

Under the option Life Annuity with Return of Premium/Purchase Price on diagnosis of Critical Illness, the Premium/Purchase Price excluding tax and other levies will be paid to the Annuitant upon the diagnosis of the following Critical Illnesses:

a) Cancer

A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukaemia, lymphoma and sarcoma.

The following are excluded:

- i. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- ii. Any skin cancer other than invasive malignant melanoma
- iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- iv. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
- v. Chronic lymphocytic leukaemia less than RAI stage 3
- vi. Microcarcinoma of the bladder
- vii. All tumours in the presence of HIV infection.

b) Coronary Artery Bypass Graft Surgery (CABGS)

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The

diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures
- ii. any key-hole or laser surgery.

c) Heart Attack

The first occurrence of 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 this will be evidenced by all of the following criteria:

- i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- ii. new characteristic electrocardiogram changes
- iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- i. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
- ii. Other acute Coronary Syndromes
- iii. Any type of angina pectoris.

d) Kidney Failure

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.

e) Major Organ Transplant (as recipient)

I. The actual undergoing of a transplant of:

- i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

f) Stroke

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial 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.

The following are excluded:

- i. Transient ischemic attacks (TIA)
- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions. >>

- (5) The Death Benefit is subject to the exclusions set out in Part F Clause 1 (Exclusions).
- (6) Upon the payment of the Death Benefit or the Annuity Benefit, or Benefits payable on diagnosis of Critical Illness whichever is earlier, the Policy terminates and no further Benefits are payable.
- (7) The recipients of Benefits under this Policy shall be as specified below:
 - (i) Death Benefit shall be payable to the registered Nominee(s), if the Policyholder and the Annuitant are the same; or to the Policyholder if the Annuitant is other than the Policyholder.
 - (ii) All other Benefits shall be payable to the Annuitant.
 - (iii) In case of any unique situation or doubt the Company's decision will be final and binding.

2. Payment and cessation of Premium/Purchase Price

- (1) Where the Premium/Purchase Price has been remitted otherwise than in cash, the application of the Premium/Purchase Price received is conditional upon the realization of the proceeds of the instrument of payment, including electronic mode.

Part D
(Policy Servicing Aspects)

1. Alterations

No alterations are permissible under the Policy.

2. Loans

No loans will be provided on your Policy.

3. 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. However this option will not be available in the event of purchase of this Policy from the vesting proceeds of an accumulation pension product previously purchased by you. On receipt of the Policyholder's letter along with the original Policy document where the reasons stated therein are found valid, the Company shall arrange to refund the Premium/Purchase Price paid subject to deduction of the expenses incurred by us for medical examination (if any) and stamp duty (if any). A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

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.

(4) Surrender Benefits

Surrender Benefits are available for the following three options only. The table below sets out the Surrender Benefits as per the annuity option chosen by you:

Annuity Option	Surrender Benefits
Life Annuity with Return of Purchase Price	10% of the Premium/Purchase Price
Life Annuity with Return of Purchase Price on diagnosis of Critical Illness	10% of the Premium/Purchase Price
Life Annuity with Return of Purchase Price in parts	10% of the Premium/Purchase Price if surrendered within 7 years from the date of risk commencement, 7% of the Premium/Purchase Price if surrendered thereafter

Surrender Benefits are not available for any other Annuity Option.

In addition, the Company may pay a Special Surrender Value depending on the prevailing market conditions.

Currently, the Special Surrender Value (SSV) is the same as Guaranteed Surrender Value. The SSV may be revised from time to time with prior approval of the Authority.

For the purpose of computing the Surrender Benefits, the Premium/Purchase Price excludes tax and levies if applicable.

Part E
(Charges)

1. Additional Servicing Charges

Not applicable

SAMPLE

Part F **(General Terms & Conditions)**

1. Exclusions

There are no exclusions under this Policy.

2. Age Admitted

The Company has calculated the Premium/Purchase Price under the Policy on the basis of the age of the Annuitant as declared in the Proposal. In case you have not provided proof of age of the Annuitant with the Proposal, you will be required to furnish such proof of age of the Annuitant 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 eligible, and if the Correct Age is found to be higher, the benefit payable under this Policy, Rider, if any, shall be after deduction of such difference of Premium/Purchase Price (i.e difference in Premium/Purchase Price paid based on age declared in the Proposal and Premium/Purchase Price based on the Correct Age) along with interest thereon. In such cases, before calculating the amount of benefit payable, the Policy shall be subject to re-underwriting and the Sum Assured shall be subject to eligibility as per underwriting norms and the Premium/Purchase Price to be deducted shall be calculated proportionately on such Sum Assured payable. If the Correct Age is found to be lower, excess Premium/ Purchase Price without any interest shall be refunded.
- ii) If ineligible for the Policy basis the Correct Age, the Policy shall be void-ab-initio and the total Premium/Purchase Price paid shall be refunded without interest after deducting the annuity already paid to you during the Policy Term and all applicable charges like medical, Stamp Duty, risk etc.
- iii) If this product is to be purchased as QROPS (Qualifying Recognized Overseas Pension Scheme), through transfer of UK tax relieved assets, it would be offered only to customers who are 55 years of age or above (as on last birthday)

3. Claims Procedure

- (1) *Benefits payable on Death* - The Benefit will be paid if and only if
- (i) The death of the Annuitant has occurred (in case of Life Option),
 - (ii) The deaths of both Annuitants have occurred (in case of Joint Life Option),
 - (iii) The standard Policy provisions specified in Part F Clause 1 (Exclusions) and Part F Clause 7 (Incorrect Information and Non Disclosure) are not attracted,
 - (iv) The Policy has not been surrendered or cancelled or terminated; and
 - (v) The documents required for processing a claim are:

Death claims:

- 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. Original or copy of certificate of doctor certifying death (attested by issuing authority); and

- e. Claimant's identity and residence proof.

Critical Illness Claim:

1. Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
2. Medical records for diagnosis and treatment of the illness
3. Doctor's / Hospital Certificate
4. Original Policy document / Certificate of Insurance
5. Claimant's identity and residence proof

Note:

- a. In case original documents are submitted, attestation on the document by authorities is not required.
 - b. Depending on the circumstances of the death, further documents may be called for as we deem fit.
- (vi) The claim is required to be intimated to us within a period of three years 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.

<<(2) *Benefits payable on diagnosis of Critical Illness* – The Benefit will be paid if and only if

- (i) The Annuitant has been diagnosed with a Critical Illness as specified in Part C Clause 1 (4) before the age of 85;
- (ii) The claim has been intimated to us within 30 days of diagnosis of the Critical Illness; and
- (iii) All relevant documents in support of the claim have been provided to the Company i.e.
 - a) Claim form.
 - b) Original Policy Document.
 - c) Medical reports or special reports by registered Medical Practitioner relevant to the Critical Illness and its treatment further validated by a physician/doctor appointed by the Company.
 - d) Any other document/ information that the Insurer may decide in the circumstances of a particular case.

<< (3) *Survival Benefit* - The Benefit will be paid if and only if

- (i) The Annuitant(s) provide(s) proof of survival from time to time The Annuitant(s) shall provide such proof of survival, as and when called upon to do so. The list of acceptable proofs will be communicated from time to time. We reserve the right to suspend the Annuity payments till the proof is provided.>>

4. Assignment

Your Policy cannot be assigned.

5. Nomination

The Policyholder/Annuitant can nominate a person(s) 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.

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, an affidavit duly stamped along with KYC documents. 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 II for reference

8. Taxes

(1) Indirect Taxes

Tax and levies shall be levied as applicable. Any taxes, statutory levy becoming applicable in future may become payable by you by any method including by levy of an additional monetary amount in addition to Premium/Purchase Price and or charges.

(2) Direct Taxes

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

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

(1) This Policy is subject to-

(i) The Insurance Act, 1938 as amended from time to time,

(ii) Amendments, modifications (including re-enactment) as may be made from time to time, and

(iii) Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc as may be introduced thereunder 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, and where required, with IRDAI's approval.

(3) 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.

(4) 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.

10. 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.

11. 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.

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.

SAMPLE

Part G

Grievance Redress Mechanism

1. Grievance Redressal Process

- (i) The customer can contact us on the below mentioned address 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
Helpline number: 18602679999 (Local charges apply)
E-mail: 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 14 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 with the reason for doing so.
- (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	Sr. Manager - Customer Relations	10 working days
2nd Level (for response not received from Level 1)	Vice President - Customer Relations	10 working days
Final Level (for response not received from Level 2)	Sr. Vice President and Head Customer Relations & Principal Grievance Redressal Officer	3 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 14 days, you may approach the Grievance Cell of IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255
- Email ID: 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:
Consumer Affairs Department
Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheerbagh
Hyderabad – 500 029, Telangana State (India)
Fax No: 91- 40 – 6678 9768

2. In the event you are dissatisfied with the response provided by us, you may approach the Insurance Ombudsman in your region. The contact details of the Insurance Ombudsman are provided below.

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@gbic.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.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh & Chhattisgarh
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.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 No: 080-26652049/26652048 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
Chandigarh	Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017.	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , Chandigarh

	Tel.:- 0172-2706468/2706196 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in	
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
New Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, NEW DELHI-110 002. Tel.:-011-23239633/23237532 Fax : 011- 23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi
Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.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 : 040-65504123/23312122 Fax: 040- 23376599 Email: bimalokpal.hyderabad@gbic.co.	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
Jaipur	Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, JAIPUR – 302005. Tel: 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Rajasthan
Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484- 2359336 Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe – a part of Pondicherry
Kolkata	Office of the Insurance Ombudsman,	West Bengal,

	Hindustan Building. Annexe, 4th Floor, C.R.Avenue, KOLKATA - 700072 Tel No: 033-22124339/22124346 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in	Andaman & Nicobar Islands, Sikkim
Lucknow	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.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 : 022-26106960/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
Patna	Office of the Insurance Ombudsman,	Bihar and

	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006 Tel No: 0612-2680952 Email id : bimalokpal.patna@gbic.co.in.	Jharkhand
Noida	Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, NOIDA – 201301. Tel: 0120-2514250/52/53 Email: bimalokpal.noida@gbic.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
Pune	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet PUNE – 411030. Tel: 020-32341320 Email: Bimalokpal.pune@gbic.co.in	Maharashtra Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

b. Power of Ombudsman-

The Ombudsman may receive and consider-

- (i) complaints under rule 13 of Redressal of Public Grievances Rules , 1998;

- (ii) any partial or total repudiation of claims by the Company;
- (iii) any dispute in regard to Premium paid or payable in terms of the Policy;
- (iv) any dispute on the legal construction of the Policy insofar as such disputes relate to claims;
- (v) delay in settlement of claims;
- (vi) non-issue of any insurance document to customers after receipt of Premium.

c. Manner in which complaint is to be made -

- (i) Policyholder who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
- (ii) The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the Company against which the complaint is made, the fact giving rise to complaint supported by documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- (iii) No complaint to the Ombudsman shall lie unless -
 - (a) The complainant had before making a complaint to the Ombudsman made a written representation to the Company named in the complaint and either the Company had rejected the complaint or the complainant had not received any reply within a period of one month after the Company received his representation or the complainant is not satisfied with the reply given to him by the Company;
 - (b) The complaint is made not later than one year after the Company had rejected the representation or sent its final reply on the representation of the complainant; and
 - (c) The complaint is not on the same subject-matter, for which any proceedings before any court, or Consumer Forum or arbitrator is pending or were so earlier.

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.

- 16) If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17) The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

Annexure II

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

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

[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.]

