#### 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 ("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 Standard 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 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 Standard 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>>

<u>Address for Correspondence</u>: HDFC Standard 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:U99999MH2000PLC128245.

# POLICY DOCUMENT- HDFC Life Click 2 Protect 3D Plus

**Unique Identification Number: <<101N115V01>>** 

Your Policy is a non - participating protection product. This document is the evidence of a contract between HDFC Standard 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: << >>

Poli	cvh	older	· De	tail	S
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Name	<< >>	
Address	<< >>	

#### Life Assured Details

Name	<< >>
Date of Birth	<< dd/mm/yyyy >>
Age on the Date of Risk Commencement	<< >> years
Age Admitted	< <yes no="">&gt;</yes>
Gender	<<>>

## **Policy Details**

<b>Date of Commencement of Policy</b>	< <date>&gt;</date>
Date of Risk Commencement	<< RCD >>
Date of Issue/Inception of Policy	<< First Issue Date>>
Premium Due Date(s)	< <dd month="">&gt;</dd>
Plan Option chosen	<<3D Life Long Protection Option*/3D Life Option*/Extra Life Income Option\$/Extra Life Option*/Income Option^/ Income Replacement Option*/Life Option*/Return of Premium Option*/Life Long Protection Option*/>>
Sum Assured	Rs. << >>
Annualised Premium/Single Premium	Rs. << >>>
Policy Term	<<>>> years/Whole of Life
Premium Paying Term	<< <li>delta &lt;&gt; years/ Regular &lt;&gt; years/ Single&gt;&gt;&gt;</li>
Frequency of Premium Payment	< <annual half-yearly="" monthly="" quarterly="" single="">&gt;</annual>
Premium per Frequency of Premium Payment	Rs. << >>
Underwriting Extra Premium per Frequency of Premium Payment	Rs. << >>
Total Premium per Frequency of Premium Payment*	Rs. << >>
Grace Period	<< 15 (for Monthly mode) / 30 (for other modes) >> Days
Final Premium Due Date	<< dd/mm/yyyy >>
Maturity Date	<< dd/mm/yyyy >>
Top Up	<< Yes/No >>
Top Up Rate	<<>>%
Frequency of Premium Payment for Top Up	<< Annual/Half-yearly/ Quarterly/ Monthly >>
Income Term <sup>\$^@</sup>	<< >> years
Lump Sum <sup>\$^@</sup>	Rs. << >>

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

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

## NOMINATION SCHEDULE

Nominee's Name	< <nominee-1>&gt;</nominee-1>	< <nominee-2>&gt;</nominee-2>	
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 Standard Life Insurance Company Limited

Authorised Signatory

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

S	PACE FOR I	ENDORSEM	MENTS	

<sup>\*</sup>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.

#### 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) Annualised Premium Annualised Premium shall be the premium payable in a year chosen by the Policyholder, excluding the underwriting extra premiums, loadings for modal premiums, service tax and cess, 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;
- 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 Standard Life Insurance Company Limited:
- 9) Critical Illness(CI) means the illness as defined in the below table:

Sr.	Term	Definition
	Term	Definition
No		
1	Cancer of	I. A malignant tumor characterized by the uncontrolled growth and
	Specified Severity	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 –
		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.
		ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
		iii. Malignant melanoma that has not caused invasion beyond the
		epidermis;
		iv. All tumors of the prostate unless histologically classified as
		having a Gleason score greater than 6 or having progressed to at
		least clinical
		v. TNM classification T2N0M0
		vi. All Thyroid cancers histologically classified as T1N0M0 (TNM
		Classification) or below;

Open Chest CABG	<ul> <li>vii. Chronic lymphocytic leukaemia less than RAI stage 3</li> <li>viii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,</li> <li>ix. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;</li> <li>x. All tumors in the presence of HIV infection.</li> <li>I. The actual undergoing of heart surgery to correct blockage or</li> </ul>
	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.  II. The following are excluded:  i. Angioplasty and/or any other intra-arterial procedures
Myocardial Infarction (First Heart Attack of specific severity)	<ul> <li>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: <ol> <li>A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)</li> <li>New characteristic electrocardiogram changes</li> <li>Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.</li> </ol> </li> <li>II. The following are excluded: <ol> <li>Other acute Coronary Syndromes</li> <li>Any type of angina pectoris</li> <li>A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.</li> </ol> </li> </ul>
Major Surgery of Aorta	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.  II. The following are excluded:  i. Surgery performed using only minimally invasive or intraarterial techniques.
Kidney Failure Requiring Regular Dialysis	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.
Stroke Resulting In Permanent Symptoms	<ul> <li>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.</li> <li>II. The following are excluded: <ol> <li>Transient ischemic attacks (TIA)</li> <li>Traumatic injury of the brain</li> <li>Vascular disease affecting only the eye or optic nerve or vestibular functions.</li> </ol> </li> </ul>
Alzheimer's Disease /	I. Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's
	Myocardial Infarction (First Heart Attack of specific severity)  Major Surgery of Aorta  Kidney Failure Requiring Regular Dialysis  Stroke Resulting In Permanent Symptoms  Alzheimer's

	.,,,	
	Irreversible	Disease or irreversible organic disorders, resulting in significant
	Organic	reduction in mental and social functioning requiring the
	Degenerative	continuous supervision of the Member. This diagnosis must be
	Brain Disorders	supported by the clinical confirmation of an appropriate Registered
	Brain Bisoraers	Medical practitioner who is also a Neurologist and supported by
		the Company's appointed doctor.
		II. The following are excluded:
		i. Non-organic disease such as neurosis and psychiatric illnesses;
		and
		ii. Alcohol-related brain damage.
8	Apallic Syndrome	I. Universal necrosis of the brain cortex with the brainstem
	Tipamie Symaneme	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	Benign Brain	I. Benign brain tumor is defined as a life threatening, non-cancerous
	Tumour	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.
		II. This brain tumor must result in at least one of the following and
		must be confirmed by the relevant medical specialist.
		i. Permanent Neurological deficit with persisting clinical
		symptoms for a continuous period of at least 90 consecutive days
		or
		ii. Undergone surgical resection or radiation therapy to treat the
		brain tumor.
		III. The following conditions are excluded:
		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.
10	Coma of Specified	I. A state of unconsciousness with no reaction or response to external
	Severity	stimuli or internal needs. This diagnosis must be supported by
		evidence of all of the following:
		i. no response to external stimuli continuously for at least 96 hours;
		ii. life support measures are necessary to sustain life; and
		iii. permanent neurological deficit which must be assessed at least
		30 days after the onset of the coma.
		II. The condition has to be confirmed by a specialist medical
		practitioner. Coma resulting directly from alcohol or drug abuse is
	- 12	excluded.
11	End Stage Liver	I. Permanent and irreversible failure of liver function that has
	Failure	resulted in all three of the following:
		i. Permanent jaundice; and
		ii. Ascites; and
		iii. Hepatic encephalopathy.
		II. Liver failure secondary to drug or alcohol abuse is excluded.
12	End Stage Lung	I. End stage lung disease, causing chronic respiratory failure, as
	Failure	confirmed and evidenced by all of the following:
		i. FEV1 test results consistently less than 1 litre measured on 3
		occasions 3 months apart; and
		ii. Requiring continuous permanent supplementary oxygen therapy
		for hypoxemia; and
		iii. Arterial blood gas analysis with partial oxygen pressure of
		55mmHg or less (PaO2 < 55mmHg); and
1.0	T C	iv. Dyspnea at rest.
13	Loss of	I. Confirmation by a Medical Practitioner acceptable to the Company
	Independent	of the loss of independent existence due to illness or trauma, which
	Existence	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
	l	persons, for the purpose of this belief, the word

	<b>,</b>	
		"permanent", shall mean beyond the scope of recovery with current medical knowledge and technology.
		II. Activities of Daily Living are:-
		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.
		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.
		iii. Transferring: the ability to move from a bed or an upright chair
		or wheelchair and vice versa.
		iv. Mobility: The ability to move indoors from room to room on
		level surfaces.
		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.
		vi. Feeding: the ability to feed oneself once food has been prepared
		and made available.
		III. The following is excluded:
		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
14	Blindness	I. Total, permanent and irreversible loss of all vision in both eyes as
		a result of illness or accident.
		II. The Blindness is evidenced by:
		i. corrected visual acuity being 3/60 or less in both eyes or;
		ii. the field of vision being less than 10 degrees in both eyes.
		III. The diagnosis of blindness must be confirmed and must not be
		correctable by aids or surgical procedure.
15	Third Degree	I. There must be third-degree burns with scarring that cover at least
	Burns	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.
16	Major Head	I. Accidental head injury resulting in permanent neurological deficit
	Trauma	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.
		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.
		III. The Activities of Daily Living are:
		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;
		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;
		iii. Transferring: the ability to move from a bed to an upright chair
		or heelchair and vice versa;
		iv. Mobility: the ability to move indoors from room to room on
		level surfaces;
		v. Toileting: the ability to use the lavatory or otherwise manage
1		bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
	i e e e e e e e e e e e e e e e e e e e	or personal hygiene.

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		vi. Feeding: the ability to feed oneself once food has been prepared
		and made available.
		IV. The following are excluded:
17	Motor Neurone	i. Spinal cord injury;  I. Motor neurone disease diagnosed by a specialist medical
1 /	Disease With	practitioner as spinal muscular atrophy, progressive bulbar palsy,
	Permanent	amyotrophic lateral sclerosis or primary lateral sclerosis. There
	Symptoms	must be progressive degeneration of corticospinal tracts and
	Sympioms	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	Multiple Sclerosis	I. The unequivocal diagnosis of Definite Multiple Sclerosis
10	with Persistent	confirmed and evidenced by all of the following:
	Symptoms	investigations including typical MRI findings which unequivocally
	Symptoms	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 and HIV are
		excluded.
19	Open heart	I. The actual undergoing of open-heart valve surgery is to replace or
	replacement or	repair one or more heart valves, as a consequence of defects in,
	repair of heart	abnormalities of, or disease-affected cardiac valve(s). The
	valves	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
L		valvotomy/valvuloplasty are excluded.
20	Angioplasty	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
2.1	G II	angioplasty/stent insertion are excluded.
21	Cardiomyopathy	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
		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	Parkinson's	I. Unequivocal Diagnosis of Parkinson's disease by a Registered
	Disease	Medical Practitioner who is a neurologist where the condition:
	Discuss	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
	1	mechanical equipment, special devices of other aids of

		adaptations in use for disabled persons, for a continuous period of six months.
		II. Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinson's Disease are excluded
		The Activities of Daily Living are:
		<ul> <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> </ul>
		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; iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
		iv. Mobility: the ability to move indoors from room to room on level surfaces;
		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;
		vi. Feeding: the ability to feed oneself once food has been prepared and made available.
23	Permanent	I. Total and irreversible loss of use of two or more limbs as a result
	Paralysis Of Limbs	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
24	Primary	more than 3 months.  I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary
	(Idiopathic)	Hypertension by a Cardiologist or specialist in respiratory
	Pulmonary	medicine with evidence of right ventricular enlargement and the
	Hypertension	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.
		<ul><li>II. The NYHA Classification of Cardiac Impairment are as follows:</li><li>i. Class III: Marked limitation of physical activity. Comfortable at</li></ul>
		rest, but less than ordinary activity causes symptoms.
		ii. Class IV: Unable to engage in any physical activity without
		discomfort. Symptoms may be present even at rest.  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
25	Major Organ /	disease and any secondary cause are specifically excluded.  I. The actual undergoing of a transplant of:
	Bone Marrow	i. One of the following human organs: heart, lung, liver, kidney,
	Transplant	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:
		<ul><li>i. Other stem-cell transplants</li><li>ii. Where only islets of langerhans are transplanted</li></ul>
26	Scleroderma	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.
		II. The systemic involvement should be evidenced by any one of the
		following findings - i. Lung fibrosis with a diffusing capacity (DCO) of less than 70%
		of predicted

		ii. Pulmonary hypertension with a mean pulmonary artery pressure of more than 25 mmHg at rest measured by right heart catheterisation  iii. Chronic kidney disease with a GFR of less than 60 ml/min (MDRD-formula)  iv. Echocardiographic findings suggestive of Grade III and above left ventricular diastolic dysfunction  III. The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.  IV. The following conditions are excluded:  i. Localised scleroderma (linear scleroderma or morphea);  ii. Eosinophilicfascitis; and  iii. CREST syndrome.
27	Muscular Dystrophy	<ul> <li>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: <ol> <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> </ol> </li> <li>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) <ol> <li>'Activities of Daily Living' as defined, for a continuous period of at least six (6) months.</li> </ol> </li> </ul>
28	Poliomyelitis	<ul> <li>I. The occurrence of Poliomyelitis where the following conditions are met: <ol> <li>Poliovirus is identified as the cause and is proved by Stool Analysis,</li> <li>Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.</li> </ol> </li> </ul>
29	Medullary Cystic Disease	Medullary Cystic Disease where the following criteria are met:  I. The presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;  II. Clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and  III. The Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.  IV. Isolated or benign kidney cysts are specifically excluded from this benefit.
30	Systematic lupus Erythematosus with Renal Involvement	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.  II. Abbreviated ISN/RPS classification of lupus nephritis ii. Class I - Minimal mesangial lupus nephritis iii. Class III - Focal lupus nephritis iii. Class IV - Diffuse segmental (IV-S) or global (IV-G) lupus nephritis v. Class V - Membranous lupus nephritis the final diagnosis

		must be confirmed by a certified doctor specialising in		
		Rheumatology and Immunology.		
31	Aplastic Anaemia	<ul> <li>I. Irreversible persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least two (2) of the following: <ol> <li>i. Blood product transfusion;</li> <li>ii. Marrow stimulating agents;</li> <li>iii. Immunosuppressive agents; or</li> <li>iv. Bone marrow transplantation.</li> </ol> </li> <li>II. The Diagnosis of aplastic anaemia must be confirmed by a bone marrow biopsy. Two out of the following three values should be present: <ol> <li>i. Absolute Neutrophil count of 500 per cubic millimetre or less;</li> <li>ii. Absolute Reticulocyte count of 20,000 per cubic millimetre or less; and</li> </ol> </li> </ul>		
- 22	Y CY . 1	iii. Platelet count of 20,000 per cubic millimetre or less.		
32	Loss of Limbs	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	Deafness	II. 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	Loss of Speech	<ul> <li>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.</li> <li>II. All psychiatric related causes are excluded.</li> </ul>		

- 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 \* 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;
- 14) Guaranteed Sum Assured on Maturity means the Total Premiums paid by the Policyholder during the term of the Policy;
- 15) Income Term<sup>\$^@</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>\$^@</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 \$^@ 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 service tax and other 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 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;
- 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 Premium paid shall be computed as the product of Annualised Premium and the number of years (or part thereof) for which Premiums have been paid;
- 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, Guaranteed 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 death

where

Absolute amount assured to be paid on death = Sum Assured

- B. <u>Acceleration of Death Benefit:</u> 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.

- 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 = Sum Assured

- B. <u>Acceleration of Death Benefit:</u> 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 Annualised 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 = Sum Assured

- B. <u>Acceleration of Death Benefit:</u> 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 death

where

Absolute amount assured to be paid on death = Sum Assured

- B. <u>Acceleration of Death Benefit:</u> 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.

- A. <u>Death Benefit:</u> 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 = Sum Assured

- B. <u>Acceleration of Death Benefit:</u> 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. <u>Accidental Death Benefit:</u> 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. <u>Income Option:</u>

#### 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:
    - o 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.
  - o Amount of Lump Sum benefit, (if any)
  - o 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.
  - o 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. <u>Acceleration of Death Benefit:</u> 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(II)) and Part C (Clause 1(II)).
- E. The coverage under the Policy shall be for the Policy Term.

- A. <u>Death Benefit:</u> Sum Assured on Death payable under this option shall be the highest of:
  - i. 10 times the Annualised 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:
  - o 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.
  - o Amount of Lump Sum benefit, (if any)
  - o 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. <u>Acceleration of Death Benefit:</u> 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. <u>Death Benefit:</u> The Death Benefit payable shall be higher of:
  - i. 125% 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:

- o 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.
  - o 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.

#### HDFC Life Click 2 Protect 3D Plus

A non-linked non-participating Term Insurance Plan

- 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 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. <u>Acceleration of Death Benefit:</u> 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 Annualised 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:
    - o 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.
  - o Amount of Lump Sum benefit, (if any)
  - o 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.
  - $\circ$  A simple rate of increase of the annual income, if any. These increases will apply to the annual income from the  $2^{nd}$  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. <u>Acceleration of Death Benefit:</u> 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. <u>Income Replacement Option:</u>

#### For Single pay Policy:

- A. <u>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:</u>
  - i. 125% Single Premium; or
  - ii. Absolute amount assured to be paid on death
  - 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. <u>Acceleration of Death Benefit:</u> 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.

- A. <u>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:</u>
  - 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. <u>Acceleration of Death Benefit:</u> 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. Guaranteed Sum Assured on Maturity; or
  - iii. Absolute amount assured to be paid on death

## where.

- Guaranteed 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(II)) 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. <u>Death Benefit:</u> 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. Guaranteed Sum Assured on Maturity, or
  - iv. Absolute amount assured to be paid on death

where,

- Guaranteed Sum Assured on Maturity = Total Premium Paid
- Absolute amount assured to be paid on death = Sum Assured
- B. <u>Acceleration of Death Benefit:</u> 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. <u>Life Long Protection Option:</u>

#### 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 = Sum Assured

- B. <u>Acceleration of Death Benefit:</u> 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 Annualised 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 = Sum Assured

- B. <u>Acceleration of Death Benefit:</u> 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. If you have chosen monthly Premium payment Frequency, we may collect first 3 months Premium along with the Proposal Form.
- iv. 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.
- v. Any Regular Premiums paid before the Due Date will be deemed to have been received on the Due Date for that Regular Premium.
- vi. A Grace Period of not more than 30 days, where the mode of payment of Premium is other than monthly and single pay policies, 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.
- vii. 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.
- viii. Premiums are payable by you without any obligation on us to issue a reminder notice to you.
- ix. 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.
- x. 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.
- xi. 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:

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

#### For Extra Life Option:

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

## For Income Option:

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

## For Extra Life Income Option:

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

## For Income Replacement Option:

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:

## Within first 3 Policy Years

Surrender Value =  $70\% \times \text{Single Premium}$ 

## 4th Policy Year onwards

Surrender Value =  $90\% \times \text{Single Premium}$ 

## 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. For other cases, Surrender Value shall get acquired on payment of Premiums for 3 years.

## For Life Option:

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

## For 3D Life Option:

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

## For Extra Life Option:

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

## For Income Option:

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

## For Extra Life Income Option:

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

#### For Income Replacement Option:

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

## For Return of Premium Option:

Within first 3 Policy Years (if surrender value is acquired)

Surrender Value =  $30\% \times \text{Total Premiums Paid}$ 

In the 4th & 5th Policy Year

Surrender Value =  $50\% \times \text{Total Premiums Paid}$ 

6th Policy Year onwards

Surrender Value =

$$\left[50\% + \frac{40\%}{\text{(Original Policy Term} - 5)} \times \text{(Policy Year of Surrender} - 5)}\right] \times \text{Total Premiums Paid}$$

## For Life Long Protection Option:

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

## For 3D Life Long Protection Option:

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

## 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

Within first 3 Policy Years (if Surrender Value is acquired)

Surrender Value =  $30\% \times \text{Total Premiums Paid}$ 

In the 4th & 5th Policy Year

Surrender Value =  $50\% \times \text{Total Premiums Paid}$ 

6th Policy Year onwards

Surrender Value = 
$$\left[50\% + \frac{40\%}{\text{(Original Policy Term} - 5)} \times \text{(Policy Year of Surrender} - 5)}\right] \times \text{Total Premiums Paid}$$

## 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 taxes paid such as Service Tax and other levies 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 Annualised Premium; or
  - 105% of Total Premiums Paid; or
  - Paid Up Sum Assured where,

Paid Up Sum Assured = (Sum Assured on Death + 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:

Guaranteed 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:
  - 1st Marriage: 50% of Sum Assured subject to a maximum of Rs. 50 lakhs
  - Birth of 1st 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 IRDAI (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 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 is 9% p.a.

#### 7. Alterations

Policyholder has the option to alter the premium frequency only.

#### 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.
- ii. In case of death during Grace Period, any unpaid modal premium shall be deducted from the Death Benefit.

## 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.



#### Part F

#### 1. Exclusions

- i. Suicide claim provisions
  - In case of death due to suicide, within 12 months;
  - From the date of inception of the Policy, the Nominee or beneficiary of the Policyholder shall be entitled to 80% of the Premiums paid, provided the Policy is in-force.
  - From the date of revival of the Policy, the Nominee or beneficiary of the Policyholder shall be entitled to an amount which is higher of 80% of the Premiums paid till the date of death or the Surrender Value as available on the date of death.
- 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.
- HIV or AIDS.
- 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, 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 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 for all claims:

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

## Additional records (if death is due to natural causes):

 Original or copy of past and current medical records (Indoor case paper, admission notes, discharge summary) attested by Hospital authorities.

#### Additional records (if death is due to un-natural causes):

- o Original or copy of First Information Report, Police Panchnama report attested by Police authorities; and
- o Original or copy of Postmortem report attested by Hospital authority.

#### Note:

- o In case original documents are submitted, attestation on the document by authorities is not required.
- o 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 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.

#### 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. Service Tax and other levies

As per the current laws, Service Tax and other levies are 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.

# 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 Standard 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, 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.

#### Part G

#### 1. Complaint Resolution Process

i. The customer can contact us on the below mentioned address in case of any complaint/ grievance:

Grievance Redressal Officer

HDFC Standard 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 noumber, the Policy noumber 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 reason for doing the sameso.
- 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

2. 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

**3.** 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.

i. Details and addresses of Insurance Ombudsman

Office of the	Contact Details	Areas of Jurisdiction
Ombudsman		
AHMEDABAD	Office of the Insurance Ombudsman,	Gujarat , Dadra & Nagar
	2nd floor, Ambica House,	Haveli, Daman and Diu
	Near C.U. Shah College,	
	5, Navyug Colony, Ashram Road,	
	Ahmedabad – 380 014.	
	Tel.: 079 - 27546150 / 27546139	
	Fax: 079 – 27546142	
	Email: bimalokpal.ahmedabad@gbic.co.in	

BHOPAL	Office of the Insurance Ombudsman,	Madhya Pradesh &
	Janak Vihar Complex, 2nd Floor,	Chhattisgarh
	6, Malviya Nagar, Opp. Airtel Office,	
	Near New Market,	
	Bhopal – 462 003.	
	Tel.: 0755 - 2769201 / 2769202	
	Fax: 0755 – 2769203	
	Email: bimalokpal.bhopal@gbic.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman,	Orissa
5110 5111 (2511 ((1111	62, Forest park,	GIIssa
	Bhubneshwar – 751 009.	
	Tel.: 0674 - 2596461 /2596455	
	Fax: 0674 - 2596429	
	Email: bimalokpal.bhubaneswar@gbic.co.in	
BENGALURU	Office of the Insurance Ombudsman,	Karnataka
DEI (OI LECITO	Jeevan Soudha Building,PID No. 57-27-N-19	Tarnataka
	Ground Floor, 19/19, 24th Main Road,	
	JP Nagar, Ist Phase,	
	Bengaluru – 560 078.	
	Tel.: 080 - 26652048 / 26652049	
	Email: bimalokpal.bengaluru@gbic.co.in	
CHANDIGARH	Zinaii. binaiokpai.bengaiara e goie.co.m	Punjab , Haryana,
CHADIOAMI	Office of the Insurance Ombudsman,	Himachal Pradesh, Jammu
	S.C.O. No. 101, 102 & 103, 2nd Floor,	& Kashmir , Chandigarh
	Batra Building, Sector 17 – D,	& Rashini , Chandigain
	Chandigarh – 160 017.	
	Tel.: 0172 - 2706196 / 2706468	
	Fax: 0172 - 2708274	
	Email: bimalokpal.chandigarh@gbic.co.in	
CHENNAI	Office of the Insurance Ombudsman,	Tamil Nadu, Pondicherry
CHENNAI	Fatima Akhtar Court, 4th Floor, 453,	Town and Karaikal (which
		,
	Anna Salai, Teynampet, CHENNAI – 600 018.	are part of Pondicherry)
	Tel.: 044 - 24333668 / 24335284	
	Fax: 044 - 24333664	
	Email: bimalokpal.chennai@gbic.co.in	
NEW DELHI	Office of the Insurance Ombudsman,	Delhi
NEW DELHI		Deim
	2/2 A, Universal Insurance Building, Asaf Ali Road,	
	New Delhi – 110 002.	
	Tel.: 011 - 23239633 / 23237532	
	Fax: 011 – 23230858	
CLIMALIAMI	Email: bimalokpal.delhi@gbic.co.in	A. 34 1 1
GUWAHATI	Office of the Insurance Ombudsman,	Assam , Meghalaya,
	Jeevan Nivesh, 5th Floor,	Manipur, Mizoram,
	Nr. Panbazar over bridge, S.S. Road,	Arunachal Pradesh,
	Guwahati – 781001(ASSAM).	Nagaland and Tripura
	Tel.: 0361 - 2132204 / 2132205	
	Fax: 0361 - 2732937	
	Email: bimalokpal.guwahati@gbic.co.in	
HYDERABAD	Office of the Insurance Ombudsman,	Andhra Pradesh,
	6-2-46, 1st floor, "Moin Court",	Telangana, Yanam and
	Lane Opp. Saleem Function Palace,	part of Territory of
	A. C. Guards, Lakdi-Ka-Pool,	Pondicherry
	Hyderabad - 500 004.	
	Tel.: 040 - 65504123 / 23312122	
	Fax: 040 – 23376599	
	Email: bimalokpal.hyderabad@gbic.co.	
JAIPUR	Office of the Insurance Ombudsman,	Rajasthan
	Jeevan Nidhi – II Bldg., Gr. Floor,	
	Bhawani Singh Marg,	

	Lainum 202 005	T
	Jaipur - 302 005. Tel.: 0141 – 2740363	
	Email: bimalokpal.jaipur@gbic.co.in	
ERNAKULAM	Office of the Insurance Ombudsman,	Variala I alzaha dayaan
EKNAKULAWI	2nd Floor, Pulinat Bldg.,	Kerala, Lakshadweep,
		Mahe – a part of
	Opp. Cochin Shipyard, M. G. Road,	Pondicherry
	Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338	
	Fax: 0484 - 23587397 2359538	
KOLKATA	Email: bimalokpal.ernakulam@gbic.co.in	W/ ( D 1 - A 1 0
KULKATA	Office of the Insurance Ombudsman,	West Bengal, Andaman &
	Hindustan Bldg. Annexe, 4th Floor,	Nicobar Islands, Sikkim
	4, C.R. Avenue, KOLKATA - 700 072.	
	Tel.: 033 - 22124339 / 22124340	
	Fax: 033 - 22124341	
LUCKNOW	Email: bimalokpal.kolkata@gbic.co.in	Division CHAIN D. 1.1
LUCKNOW	Office of the Insurance Ombudsman,	Districts of Uttar Pradesh:
	6th Floor, Jeevan Bhawan, Phase-II,	Laitpur, Jhansi, Mahoba,
	Nawal Kishore Road, Hazratganj,	Hamirpur, Banda,
	Lucknow - 226 001.	Chitrakoot, Allahabad,
	Tel.: 0522 - 2231330 / 2231331	Mirzapur, Sonbhabdra,
	Fax: 0522 - 2231310	Fatehpur, Pratapgarh,
	Email: bimalokpal.lucknow@gbic.co.in	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,	Goa, Mumbai
	3rd Floor, Jeevan Seva Annexe,	Metropolitan Region
	S. V. Road, Santacruz (W),	excluding Navi Mumbai &
	Mumbai - 400 054.	Thane
	Tel.: 022 - 26106552 / 26106960	
	Fax: 022 – 26106052	
	Email: bimalokpal.mumbai@gbic.co.in	
	Office of the Insurance Ombudsman,	Bihar and Jharkhand
	1st Floor, Kalpana Arcade Building,,	
PATNA	Bazar Samiti Road,	
	Bahadurpur,	
	Patna 800 006.	
	Patna 800 006. Tel.: 0612-2680952	
	Patna 800 006.	
	Patna 800 006. Tel.: 0612-2680952	State of Uttaranchal and
NOIDA	Patna 800 006. Tel.: 0612-2680952 Email id: bimalokpal.patna@gbic.co.in.	State of Uttaranchal and the following Districts of
NOIDA	Patna 800 006. Tel.: 0612-2680952 Email id: bimalokpal.patna@gbic.co.in. Office of the Insurance Ombudsman,	
NOIDA	Patna 800 006. Tel.: 0612-2680952 Email id: bimalokpal.patna@gbic.co.in. Office of the Insurance Ombudsman, Bhagwan Sahai Palace	the following Districts of
NOIDA	Patna 800 006. Tel.: 0612-2680952 Email id: bimalokpal.patna@gbic.co.in. Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road,	the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat,
NOIDA	Patna 800 006. Tel.: 0612-2680952 Email id: bimalokpal.patna@gbic.co.in. Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15,	the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,
NOIDA	Patna 800 006. Tel.: 0612-2680952 Email id: bimalokpal.patna@gbic.co.in.  Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar,	the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah,
NOIDA	Patna 800 006. Tel.: 0612-2680952 Email id: bimalokpal.patna@gbic.co.in.  Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.	the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,

	I	M 66 0 '
		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,	Maharashtra Area of Navi
	Jeevan Darshan Bldg., 3rd Floor,	Mumbai and Thane
	C.T.S. No.s. 195 to 198,	excluding Mumbai
	N.C. Kelkar Road, Narayan Peth,	Metropolitan Region
	Pune – 411 030.	
	Tel.: 020-41312555	
	Email: Bimalokpal.pune@gbic.co.in	

#### ii. Power of Ombudsman-

The Ombudsman may receive and consider-

- complaints under rule 13 of Redressal of Public Grievances Rules , 1998;
- any partial or total repudiation of claims by the Company;
- any dispute in regard to Premium paid or payable in terms of the Policy;
- any dispute on the legal construction of the Policy insofar as such disputes relate to claims;
- delay in settlement of claims;
- non issue of any insurance document to customers after receipt of Premium.

#### iii. Manner in which complaint is to be made -

- A. 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.
- B. 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.
- C. No complaint to the Ombudsman shall lie unless -
  - 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;
  - 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
  - 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 (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.

Disclaimer: This is only the relevant extract of the Insurance Laws (Amendment) Act, 2015. 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 there of 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 policy
  - Such 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.

Disclaimer: This is only the relevant extract of the Insurance Laws (Amendment) Act, 2015. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.

#### **Annexure III**

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 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 only the relevant extract of the Insurance Laws (Amendment) Act, 2015. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.