**Part A**

<<4 April 2015>>
<<Policyholder’s Name>>
<<Policyholder’s Address>>
<<Policyholder’s Contact

Number>> Dear <<Policyholder’s

Name>>,

**Sub: Your Policy no. << >>- <u>HDFC Life Assured Pension Plan</u>**

We are glad to inform you that your proposal has been accepted and the HDFC Life Assured Pension Plan Policy (“Policy”) being this Policy, has been issued. We have made every effort to design your Policy in a simple format. We have highlighted items of importance so that you may recognise them easily.

**Policy document:**
As an evidence of the insurance contract between HDFC Life Insurance Company Limited and you, the Policy is enclosed herewith. Please preserve this document safely and also inform your 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 provisions stated in the Policy, you have the option to return the Policy to us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If you have purchased your Policy through Distance Marketing mode, this period will be 30 days. On receipt of your letter along with the original Policy, we shall arrange to refund the value of Units allocated to you on the date of receipt of request plus the unallocated part of premium (if any) plus charges levied by cancellation of Units, subject to deduction of the proportionate risk charges (if any) for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any). A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

**Contacting us:**
The address for correspondence is specified below. To enable us to serve you better, you are requested to quote your Policy number in all future correspondence. In case you are keen to know more about our products and services, we would request you to talk to our Certified Financial Consultant (Insurance Agent) who has advised you while taking this Policy. The details of your Certified Financial Consultant including contact details are listed below.
To contact us in case of any grievance, please refer to Part G. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region.

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

<< Designation of the Authorised Signatory >>

Branch Address: <<Branch

Address>> Agency Code: <<Agency Code>> Agency Name: <<Agency Name>>
Agency Telephone Number: <<Agency mobile & landline number>> Agency Contact Details: <<Agency address>>

Address for Correspondence: HDFC Life Insurance Company Limited, 11th Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.
Registered Office: HDFC Life Insurance Company Limited, Lodha Excelus, 13th Floor, Apollo Mills Compound, Mahalaxmi, Mumbai- 400 011.
Helpline number: 18602679999 (Local charges apply)

**POLICY DOCUMENT- HDFC Life Assured Pension Plan**

**Unique Identification Number: << >>**

**ALL UNIT LINKED POLICIES ARE DIFFERENT FROM TRADITIONAL INSURANCE POLICIES AND ARE SUBJECT TO DIFFERENT RISK FACTORS. IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER.**

Your Policy is a << regular / limited >> Premium paying non participating Unit Linked Pension Policy. This document is the evidence of a contract between HDFC Life Insurance Company Limited and the Policyholder as described in the Policy Schedule given below. This Policy is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given to the Short Medical Questionnaire (SMQ) by the Life Assured, 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.

***Please note that this is a Unit Linked Pension Policy where a significant part of the benefits can only be taken in regular instalments and not as a lump sum amount as per the applicable laws including but not limited to Income Tax Act 1961.***

## POLICY SCHEDULE

**Policy number: << >>**

**Client ID: << >>**

**Policyholder Details**

| | |
|---|---|
| **Name** | << >> |
| **Address** | << >> |

**Life Assured Details**

| | |
|---|---|
| **Name** | << >> |
| **Date of Birth** | << dd/mm/yyyy >> |
| **Age on the Date of Risk Commencement** | << >> years |
| **Age Admitted** | <<Yes/No>> |

**Policy Details**

| | |
|---|---|
| **Date of Commencement of Policy** | <<Date>> |
| **Date of Risk Commencement** | << Risk Commencement Date >> |
| **Date of Issue/Inception of Policy** | << Issue Date>> |
| **Premium Due Date(s)** | <<dd /month>> |
| **Sum Assured** | NIL |
| **Annualised Premium** | Rs. << >> |
| **Policy Term** | << 10, 15 to 35 >> years |
| **Premium Paying Term** | <<8/10/15 >> years |
| **Frequency of Premium Payment** | << Annual / Half-Yearly / Quarterly / Monthly >> |
| **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 |
| **Expiry Date of Lock-in Period** | << 5 years from RCD >> |
| **Final Premium Due Date** | << dd/mm/yyyy >> |
| **Vesting Date** | << dd/mm/yyyy >> |
| **Policy issued on the basis of Short Medical Questionnaire (SMQ)** | << Yes/No>> |

**Riders**

| | |
|---|---|
| **Rider Name** | << >> |
| **Rider Term** | <<>> years |
| **Rider Sum Assured** | Rs. << >> |

## NOMINATION SCHEDULE

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

Signed at Mumbai on <<>>

For HDFC Life Insurance Company Limited

Authorised Signatory

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

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

**SPACE FOR ENDORSEMENTS**

**Part B**

In this Policy, the following definitions shall be applicable:

1) *Accumulation Period* – means the period for which, under this policy, the Premium(s) remain invested in the Fund(s).
2) *Appointee* – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorised to receive the Death Benefit under this Policy on the death of the Life Assured while the Nominee is a minor.
3) *Assignee* – means the person to whom the rights and benefits under this Policy are transferred by virtue of assignment under Section 38 of the Insurance Act, 1938 as amended from time to time.
4) *Authority/ IRDAI* – means Insurance Regulatory and Development Authority of India;
5) *Charges* - means or refers to Fund Management Charge, Investment Guarantee Charge, Miscellaneous Charge and Statutory Charge.
6) *Company, company, Insurer, Us, us, We, we, Our, our* – means or refers to HDFC Life Insurance Company Limited.
7) *Cut-off time* – Is the time by which we must have accepted your instructions to invest in, or encash Units from a Fund, for us to invest in or encash Units at the associated valuation time. As per Regulations, the current Cut-off time is 3.00 p.m.
8) *Date of Risk Commencement* - means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences.
9) *Frequency of Premium Payment* – means the period, as stated in the Policy Schedule, between two consecutive Premium due dates for the Policy.
10) *Funds* - means each of the Funds earmarked by the Company for unit linked business and available to this product
11) *Fund House*: pension fund administrator who had transferred the accumulated pension pot of the Policyholder to HDFC Life QROPS
12) *Fund Value, Unit Fund Value* - means the value obtained by multiplying the number of Units allocated to your Policy by the corresponding price of the Units.
13) *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.
14) *Nominee(s)*- means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorised to receive the Death Benefit under this Policy, on the death of the Life Assured.
15) *Policyholder, You, you, your* – means or refers to the Policyholder stated in the Policy Schedule.
16) *Policy Term* - means the term of the Policy as stated in the Policy Schedule.
17) *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 any taxes and levies.
18) *Premium Paying Term* – means the period as stated in the Policy Schedule, in years, over which Premiums are payable.
19) *Regulations* – means IRDAI (Linked Insurance Products) Regulations, 2013
20) *Revival of 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 on the basis of the information, documents and reports furnished by the Policyholder.
21) *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.
22) *Surrender* - means complete withdrawal/ termination of the entire Policy.
23) *Units* – means a specific portion or a part of the underlying segregated unit linked Fund which is representative of the Policyholder's entitlement in such Funds i.e. the number of Units that are allocated basis applicable Unit Prices and amount of Premium net of Charges.
24) *Unit Price* – means the Net Asset Value (NAV) per Unit of the investment linked Fund.
25) *Vesting Date* – means the date stated in the Policy Schedule, on which the Policy Term expires.

## Part C

**1. Benefits**

(1) *Vesting Benefit* – Upon survival of the Life Assured till the Vesting Date and provided all due Premiums which have fallen due have been paid or the policy is in the paid-up status, the Vesting Benefit amount payable shall be the higher of the following:

i. Assured Vesting Benefit (as specified below), or
ii. Unit Fund Value

Assured Vesting Benefit = {101%+1%*(Policy Term – Premium Paying Term)}*Total Premiums paid till date

The Assured Vesting Benefit will be calculated based on the Policy Term chosen at the inception of the Policy.

(2) On the Vesting Date the Policyholder may extend the Accumulation Period/deferment period. In case the Accumulation Period is extended, all benefits will remain unchanged.

(3) *Death Benefit* - Upon death of the Life Assured before the Vesting Date and provided all due Premiums which have fallen due have been paid or the policy is in the paid-up status, the Death Benefit amount payable shall be the higher of the following:

(i). Assured Death Benefit (as specified below), or
(ii). Unit Fund value

Assured Death Benefit = 105% * Total Premiums paid till date

The Death Benefit is subject to the exclusions set out in Part F Clause 1 (Exclusions).

Upon the payment of the Vesting Benefit or the Death Benefit, whichever is earlier, the Policy terminates and no further Benefits are payable.

(4) Pension Multipliers: Loyalty Additions (1% of the average Fund Value) will be added to the Fund Value every alternate year starting from the end of 11$^{th}$ Policy year for all policies. The average Fund Value shall be calculated based on the Fund Values at the end of the Policy month, for the immediately preceding 24 Policy months.

(5) For details on the Annuitisation Provisions, please refer to Clause 8 in Part D.

**2.** The recipients of Benefits under this Policy shall be as specified below:

(i) Death Benefit shall be payable to the registered nominee(s), if the Policyholder and the Life Assured are the same; or to the Policyholder if the Life Assured is other than the Policyholder.
(ii) All other Benefits shall be payable to the Policyholder provided the Policyholder is alive.
(iii) In case of any unique situation or doubt the Company's decision will be final and binding.

**3. Payment and cessation of Premiums**

(1) The first Premium must be paid along with the submission of your completed application. Subsequent Premiums are due in full on the due dates as per the Frequency of Premium Payment set out in your Policy Schedule.

(2) Premiums under the Policy can be paid on yearly, half-yearly, quarterly or monthly basis as per the chosen Frequency of Premium Payment and as set out in the Policy Schedule or as amended subsequently.

(3) Collection of advance Premium under this Policy shall not be allowed except in the following cases:

a. If you have chosen monthly Frequency of Premium Payment, we shall collect first 3 months Premium in advance on the Date of Commencement of Policy, as a prerequisite to allow monthly mode of Premium payment.

b. The Premium due is accepted 30 days before the Premium Due Date. However, the commission shall only be paid on Premium Due Date.

(4) Any Premiums paid before the Premium Due Date will be deemed to have been received on the Due Date for that Premium. No Units will be allocated before reaching the respective due dates, for the Premiums which are paid before the due date.

(5) A Grace Period of not more than 30 days, where the mode of payment of Premium is other than monthly, and not more than 15 days in case of monthly mode, is allowed for the payment of each renewal Premium after the first Premium. We will not accept part payment of the Premium.

(6) A Premium will be deemed to remain unpaid if the Premium amount has not been realised by us. If any Premium remains unpaid after the expiry of Grace Period we will send you a Revival Letter. If we do not receive the Premiums due within the date specified in the revival letter, all risk covers will cease and your Policy will be discontinued as described under Part D Clause 1 (Policy Discontinuance and Revival).

(7) Premiums are payable by you without any obligation on us to issue a reminder notice to you.

(8) Where the Premiums have been remitted otherwise than in cash, the application of the Premiums received is conditional upon the realisation of the proceeds of the instrument of payment, including electronic mode.

**4. Non-negative Claw-back Additions**

This will be as per relevant IRDAI guidelines issued from time to time. Currently, the applicable guideline is Section 37 (d) of the Regulations which states the following:

In the process to comply with the reduction in yield, the Company may arrive at specific non-negative claw-back additions, if any, to be added to the Unit Fund Value, as applicable, at various durations of time.

**Part D**

## 1. Policy Discontinuance and Revival

***Discontinuance before the completion of five Policy years***

(1) If the Premiums due on your Policy are not paid before the expiry of the Grace Period, a notice will be issued to you within 15 days from the expiry of the Grace Period containing the following options:
  i. to revive the Policy within a period of 2 years from the date of discontinuance, or
  ii. to completely withdraw from the Policy without any risk cover.

The option chosen by you should be communicated to us within 30 days of receipt of such notice. During this period the Policy is deemed to be in-force with risk cover as per terms and conditions of the Policy and all Charges as specified in the Part E will continue to be deducted on the Policy during this period.

If you do not exercise the aforesaid option within the 30 days notice period, the treatment shall be as per "Withdrawal" option mentioned below."

(2) The treatment under the two above mentioned options is specified below:

| Option | Treatment |
|---|---|
| Revival | • The revival shall be subject to the terms and conditions that we may specify from time to time including payment of all due and unpaid Premiums and underwriting approval.<br>• At the time of revival:<br>a) We shall collect all due and unpaid Premiums without charging any interest or fee.<br>b) We shall levy Policy Administration Charge and Premium Allocation Charge as applicable during the discontinuance period.<br>c) We shall add back to the Fund, the discontinuance charges deducted at the time of discontinuance of Policy<br>d) Risk cover will be restored and Your Policy's 'Discontinued Policy Fund' value shall be reallocated to the investment Funds in the proportion as applicable on the date of revival based on prevailing Unit Prices. |
| Withdrawal | • The risk cover will cease immediately and your Policy will be discontinued.<br>• The Unit Fund Value as on the Date of Discontinuance less the Discontinuance Charge as specified in the Part E will be moved to 'Discontinued Policy Fund'.<br>• The proceeds from the 'Discontinued Policy Fund' for your Policy will be refunded only on the completion of the Lock-in Period. |

(3) The Funds in 'Discontinued Policy Fund' will earn a minimum guaranteed interest rate of 4% per annum. The excess income earned in the discontinued fund over the minimum guaranteed interest rate shall also be apportioned to the Discontinued Policy Fund in arriving at the proceeds of the discontinued Policies and shall not be made available to the shareholders. A Fund Management Charge of 0.50% p.a., charged daily, will be levied on the Discontinued Policy Fund.

(4) In the instances where the revival period is not completed at the end of the Lock-in Period, the notice issued to you within 15 days from the expiry of the Grace Period will contain the options as specified in Clause (1) above as well as an additional option of receiving the proceeds at the end of the Lock-in Period or revival period, whichever is later. However, if the Policyholder does not exercise any option, the default option is withdrawal and payment of proceeds at the end of lock-in period.

(5) The treatment for Clause (4) above is specified below:
  a. If you choose to revive the Policy, the treatment for revival is as specified in Clause (2). The Fund Value shall continue to remain in the 'Discontinued Policy Fund' until the Policy is revived or until the end of the revival period, whichever is earlier. If the Policy is not revived within two years of the revival period, the proceeds of the Discontinued Policy Fund shall be paid out at the end of the revival period.
  b. If you choose to completely withdraw from the Policy without any risk cover, the treatment shall be as specified in Clause (2).
  c. If you choose to receive the proceeds at the end of the Lock-in Period or revival period whichever is later, the treatment shall be as per (a) above.

(6) Upon payment of the proceeds from Discontinued Policy Fund, your Policy shall terminate and no further Benefits shall be payable under your Policy.

***Discontinuance on or after the completion of five Policy years***

***The following provisions are applicable only for policies where the premium paying term is more than 5 years.***

(1) If the Premiums due on your Policy are not paid before the expiry of the Grace Period, a notice will be issued to you within 15 days from the expiry of the Grace Period containing the following options:
- to revive the Policy within a period of 2 years from the date of discontinuance of Premiums, or
- to completely withdraw from the Policy without any risk cover, or
- to convert the Policy into a paid-up Policy.

(2) The option chosen by you should be communicated to us within 30 days of receipt of such notice. During this notice period as well as the revival period the Policy is deemed to be in-force with risk cover as per terms and conditions of the Policy and all Charges as specified in the Part E will continue to be deducted on the Policy during this period.

(3) If you do not exercise the aforesaid option within the 30 days notice period, the Policy shall be deemed to be withdrawn and the proceeds shall be paid out to the Policyholder. If the Policyholder opts to revive the Policy, but does not revive before the completion of the revival period, the Policy shall get surrendered automatically upon the completion of the revival period and the surrender benefit as specified in Clause 2 (Surrender) shall become payable.

(4) The treatment under the above mentioned options mentioned is specified below:

a. If you choose to revive the Policy, the revival shall be subject to the terms and conditions that we may specify from time to time including payment of all due and unpaid Premiums and underwriting approval.
b. If you choose to completely withdraw from the Policy without any risk cover, the Policy shall be surrendered and surrender benefit as per Clause 2 (Surrender) shall be payable.
c. If you choose to convert the Policy into a paid-up Policy, your policy will continue as per the policy terms and conditions and Charges as specified in Part E Clause 1 (Charges).

After the payment of the discontinuance benefit, the Policy shall terminate and no further benefits shall be payable under the Policy.

**2. Surrender**

(1) Policy may be surrendered at any time. Subject to Clause 8(3) the amount payable will be the Unit Fund Value on surrender less the Discontinuance Charge as specified in the Part E. If the Policy is surrendered before the completion of five Policy years, the amount will be moved to the Discontinued Policy Fund which will earn a minimum guaranteed interest rate as specified by the IRDAI. The current minimum guaranteed rate of interest specified by the IRDAI is 4% p.a. A Fund Management Charge at the rate of 0.50% p.a., charged daily, will be levied on the 'Discontinued Policy Fund'. The Fund Value corresponding to the Discontinued Policy Fund will be paid out on completion of the five year Lock-in Period.
(2) If the Policy is surrendered on or after the completion of the five Policy years, the Fund Value will be payable immediately.
(3) In case of death of the Life Assured before the Surrender Benefit has been paid, we will pay the amount in the Discontinued Policy Fund to the claimants immediately on receipt of all relevant documents in support of the claim.
(4) Once any surrender payment has been made, the Policy shall terminate and no further benefits are payable.

**3. Fund Switches**: Not applicable

**4. Partial Withdrawals:** Not applicable

**5. Single Premium Top-Up:** Not applicable

**6. Settlement Option:** Not applicable

**7. Premium Redirection:** Not applicable

## 8. Annuitisation Provisions:

Where an annuity has to be purchased from the policy proceeds, this can be done by purchasing any annuity product offered by the Company at the time of the annuitisation of the proceeds.

The annuitisation provisions are set out below:

(1) On Death – The following options shall be available:
   i. To utilise the Death Benefit, fully or partly, for purchasing an immediate annuity product from us at the then prevailing annuity rate offered; or
   ii. To withdraw the entire Death Benefit.

(2) On Vesting – The following options shall be available:
   i. To commute to the extent allowed under the Income Tax laws and to utilise the residual amount to purchase an immediate annuity product from us at the then prevailing annuity rate offered;
   ii. To utilise the Vesting Benefit to purchase a single Premium deferred pension product from us; or
   iii. To extend the accumulation period/deferment period within the same Policy with the same terms and conditions as the original policy provided the Policyholder/Life Assured is below an age of 55 years (as on the Vesting Date).

(3) On Discontinuance – The following options shall be available:
   i. To commute to the extent allowed under the Income Tax laws and to utilise the residual amount to purchase an immediate annuity from us at the then prevailing annuity rate offered; or
   ii. To utilise the discontinuance benefit to purchase a single Premium deferred pension product from us.

(4) On Surrender – The following options shall be available:
   i. To commute to the extent allowed under the Income Tax laws and to utilise the residual amount to purchase an immediate annuity product from us at the then prevailing annuity rate offered; or
   ii. To utilise the Surrender Benefit to purchase a single Premium deferred pension product from us.

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

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

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

ii) Benefits on Surrender/Discontinuance
If this product is purchased as QROPS through transfer of UK tax relieved assets, access to benefits from policy proceeds both in the form of tax free commutation and Annuitisation, would be restricted till the Policyholder attains 55 years of age or the end of the lock-in period whichever is later

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

iv) Overseas Transfer Charge
In the event of applicable tax charge arising as a result of an overseas transfer (Her Majesty Revenue & Customs (HMRC) - policy paper – The overseas transfer charge – guidance, published 8th March 2017) for which the Scheme Manager i.e. HDFC Life Insurance Company may become liable, we shall

deduct an amount only to the extent of the applicable tax charge from the Policy Fund Value and remit the same to HMRC.

**9. Loans**

There is no facility of loan available from us under this Policy.

**10. Alterations**

No alterations are permissible under the Policy except change in Frequency of Premium Payment. Alteration in the Frequency of Premium Payment may lead to a change in the Premium.

**11. Free Look Cancellation**

In case you are not agreeable to any of the provisions stated in the Policy, you have the option to return the Policy to us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If you have purchased your Policy through Distance Marketing mode, this period will be 30 days. On receipt of your letter along with the original Policy document, we shall arrange to refund you the value of Units allocated to you on date of receipt of request plus the unallocated part of premium (if any) plus charges levied by cancellation of Units, subject to deduction of the proportionate risk charges (if any) for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any). A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

**12. Change of address and contact details**

In case of change of address, the Policyholder is required to provide timely intimation 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 E

### 1. Charges :

We reserve the right to review our charging structure (except Premium Allocation and Mortality Charge) at any time, subject to prior approval by IRDAI.

(1) Premium Allocation Charge:

Premium Allocation Charge varies with Frequency of Premium Payment as specified in the table below and will be levied during the Premium Paying Term.

| Premium Allocation Charge (as % of Premium) | Annual Mode | Non-Annual Modes |
|---|---|---|
| Year 1 – 5 | 4% | 3.5% |
| Year 6 onwards | 4% | 3.5% |

These charges are guaranteed for the entire Policy Term. The allocation rate shall be 100% less the allocation charge.

(2) Fund Management Charge:

The Fund Management Charge is 1.35 % p.a. which will be charged daily and is incorporated into the Unit Prices for each Fund. This charge can be increased to the maximum cap as allowed by IRDAI, subject to prior approval from IRDAI. Currently, this maximum cap on this charge is 1.35%.

The Fund Management Charge for Discontinued Policy Fund shall be 0.50% p.a.

(3) Policy Administration Charge:

The Policy Administration Charge as specified below shall be deducted monthly, by cancellation of Units.

- For first five years: 0.18% per month of Annualised Premium
- After five years: 0.50% per month of Annualised Premium

This charge may be increased to a maximum of Rs 500 per month, subject to prior approval from IRDAI.

(4) Mortality Charges**:**

Nil
These charges are guaranteed for the entire policy term.

(5) Discontinuance Charges:

| Where the policy is discontinued during the policy year | Discontinuance charges for policies having annualised premium up to and including Rs.25,000/- | Discontinuance charges for policies having annualised premium above Rs.25,000/- |
|---|---|---|
| 1 | Lower of 20% * (AP or FV) subject to a maximum of Rs. 3,000/- | Lower of 6% * (AP or FV) subject to maximum of Rs. 6,000/- |
| 2 | Lower of 15% * (AP or FV)subject to maximum of Rs. 2,000/- | Lower of 4% * (AP or FV) subject to maximum of Rs. 5,000/- |
| 3 | Lower of 10% * (AP or FV) subject to maximum of Rs.1,500/- | Lower of 3% * (AP or FV) subject to maximum of Rs.4,000/- |
| 4 | Lower of 5% * (AP or FV) subject to maximum of Rs.1,000/- | Lower of 2% * (AP or FV) subject to maximum of Rs.2,000/- |
| 5 and onwards | NIL | NIL |

AP – Annualised Premium
FV – Fund Value on the date of discontinuance

This charge can be increased to the maximum cap as allowed by IRDAI, subject to prior approval from IRDAI.

(6) Investment Guarantee Charge:

| Fund | Investment Guarantee Charge |
|---|---|
| Pension Equity Plus Fund : SFIN - ULIF06001/04/14PenEqPlsFd101 | 0.50% p.a. |
| Pension Income Fund : SFIN - ULIF06101/04/14PenIncFund101 | 0.50% p.a. |
| Pension Conservative Fund : SFIN - ULIF06201/04/14PenConsvFd101 | 0.10% p.a. |

This charge is charged daily, and is a percentage of the Unit Funds. This charge is charged only while the Policy is in-force and is not charged on the 'Discontinued Policy Fund'. This charge can be increased to the maximum cap allowed by IRDAI, subject to prior approval from IRDAI. Currently, this maximum cap on this charge is 0.50%.

(7) Miscellaneous Charge:

A miscellaneous charge of Rs 250 shall be levied for any policy alterations within the contract, as per Section 35 (j) of Regulations. However, if the request is executed through the company's web portal the policyholder will be charged Rs 25 per request.
The charge may be increased subject to prior approval from IRDAI. Currently, this maximum cap on this charge is Rs 500.

(8) Statutory Charge:

Statutory Charges shall be levied as determined by the Government of India in accordance with applicable legislation.

(9) Premium Redirection Charges: Not Applicable

(10) Switching Charge: Not Applicable

(11) Partial Withdrawal Charge: Not Applicable

**2. Investment Policy**

Each fund has its own Investment policy, based on asset allocation between equity, debt and money market instruments. The allocation between the funds is solely determined by us and depends upon the policy term chosen at inception and the policy year.

In the event of vesting being postponed, the total Fund Value as on original Vesting Date will be transferred to the Pension Conservative Fund. The monies will remain invested in the Pension Conservative Fund till the revised Vesting Date.
The following funds are available under this product:

i. **Pension Equity Plus Fund**

The Pension Equity Plus Fund aims at least 80% of the equity exposure to be limited to Nifty constituent stocks at any point in time and the balance of the equity exposure in non-Nifty constituent stocks.

ii. **Pension Income Fund**

The Pension Income Fund aims to provide superior returns through investments in high credit quality Debt instruments while maintaining an optimal level of interest rate risk. In addition up to 20% of the Fund may be invested in cash and Money Market Instruments, Liquid Mutual Funds and Deposits to facilitate the day-to-day running of the Fund. Fund management would involve continual monitoring and credit evaluations with rigorous buy and sell disciplines to maximize upside potential and manage downside risk.

iii. **Pension Conservative Fund**

The Pension Conservative Fund is a pure Debt Fund which invests in Government securities, high grade Fixed Income Instruments, Liquid Mutual Fund and Money Market Instruments. The fund aims to deliver stable returns by investing in the short end of the yield curve to limit the volatility and risk of the Fund.

The definition of Money Market Instruments is as given in the IRDAI Investment Regulations - IRDA/Reg./5/47/2008 (22nd August 2008).

In all the above Funds, Deposits means deposits issued by Banks included in the Second Schedule to the Reserve Bank of India Act 1934, or a Primary Dealer duly recognised by Reserve Bank of India as such. (IRDAI Regulation 3, Schedule I, (b) (iii)).

During the accumulation period, the premium would be invested in Pension Equity Plus Fund and Pension Income Fund. The proportions of assets to be invested in the Pension Equity Plus Fund are stated in the 'Equity Backing Ratio' table given below. The balance assets shall be invested in the Pension Income Fund.

| **Allocation in Pension Equity Plus Fund – "Equity Backing Ratio"** | | | | | | |
|---|---|---|---|---|---|---|
| **Policy Year↓ / PolicyTerm→** | **10** | **15-19** | **20-24** | **25-29** | **30-34** | **35** |
| 1 | 30% | 40% | 50% | 60% | 70% | 80% |
| 2 | 24% | 36% | 46% | 57% | 67% | 77% |
| 3 | 18% | 32% | 43% | 54% | 64% | 74% |
| 4 | 12% | 28% | 40% | 51% | 61% | 72% |
| 5 | 6% | 24% | 36% | 48% | 58% | 69% |
| 6 | 0% | 20% | 33% | 45% | 56% | 66% |
| 7 | 0% | 16% | 30% | 42% | 53% | 64% |
| 8 | 0% | 12% | 26% | 39% | 50% | 61% |
| 9 | 0% | 8% | 23% | 36% | 47% | 58% |
| 10 | 0% | 4% | 20% | 33% | 44% | 56% |
| 11 | | 0% | 16% | 30% | 42% | 53% |
| 12 | | 0% | 13% | 27% | 39% | 50% |
| 13 | | 0% | 10% | 24% | 36% | 48% |
| 14 | | 0% | 6% | 21% | 33% | 45% |
| 15 | | 0% | 3% | 18% | 30% | 42% |
| 16 | | 0% | 0% | 15% | 28% | 40% |
| 17 | | 0% | 0% | 12% | 25% | 37% |
| 18 | | 0% | 0% | 9% | 22% | 34% |
| 19 | | 0% | 0% | 5% | 19% | 32% |
| 20 | | | 0% | 3% | 16% | 29% |
| 21 | | | 0% | 0% | 14% | 26% |
| 22 | | | 0% | 0% | 11% | 24% |
| 23 | | | 0% | 0% | 8% | 21% |
| 24 | | | 0% | 0% | 5% | 18% |
| 25 | | | | 0% | 2% | 16% |
| 26 | | | | 0% | 0% | 13% |
| 27 | | | | 0% | 0% | 10% |
| 28 | | | | 0% | 0% | 8% |
| 29 | | | | 0% | 0% | 5% |
| 30 | | | | | 0% | 2% |
| 31 | | | | | 0% | 0% |
| 32 | | | | | 0% | 0% |
| 33 | | | | | 0% | 0% |
| 34 | | | | | 0% | 0% |
| 35 | | | | | | 0% |



**3. Investment in Derivatives**

All the above Fund(s) may also invest in Interest Rate derivatives such as Interest Rate Swaps, Forward Rate agreements and such other derivative instruments as may be introduced from time to time in the markets for the purpose of hedging and portfolio yield enhancement and other uses as may be permitted under the IRDAI regulations and guidelines (INV-GLN-008-2004-05).

**4.** Unit Prices will be published on the Company's website, on the Life Insurance Council's Website and in leading national dailies

5. The Unit Price of a unit linked Fund shall be computed as:
   - Market Value of investment held by the Fund plus the value of any current assets less the value of any current liabilities & provisions, if any, divided
   - By the number of Units existing at the valuation date (before any Units are redeemed or created)

   The resulting price will be rounded to the nearest Re. 0.0001.

6. Your Premium is utilised to purchase Units of investment linked Funds for the Policy. In any investment linked Fund, all Units are of equal value. You will not hold the Units directly and the assets of each Fund will belong to us.
7. The assets that the Funds invest in will be selected by us at our sole discretion at all times.
8. We may close, withdraw, modify, split or combine Fund(s) or introduce new Funds with prior approval from the Insurance Regulatory and Development Authority of India, if required. 'Withdraw' means no further payments will be accepted into the Fund, while any existing Units held in the Fund will continue to be allocated. 'Close' means we will encash all the Units, which exist for a Fund and terminate the Fund.
9. Where we close or withdraw a Fund, we will notify you, three months in advance that, we will switch any existing units in that Fund ('original fund') and / or apply any future Premiums which would have been applied to that original Fund to another Fund that has, in our opinion, the closest investment objectives to the original Fund. During the three month notice period, you can switch to any other available Fund.
10. We will not allocate Units in any investment-linked Fund unless assets equivalent to those Units are added at the same time to the Fund. We will also not withdraw assets from any such Fund (except to meet the deductions described below in this Clause) unless Units equivalent to those assets are cancelled at the same time. Units will only be cancelled in any such Fund under the terms as specified in this Part E, and assets equivalent to the cancelled Units will be withdrawn from the same Fund at the same time.
11. We will add the income from the assets of the original Fund to another Fund that has, in our opinion, the closest investment objectives to the original Fund.
12. We can deduct from the assets of an investment linked Fund the amounts that are required to cover:
    i. expenses, taxes and statutory duties in respect of or due to the buying and selling of units;
    ii. part or all of any tax, statutory levy or other statutory/regulatory charge on us allocated to the Fund; and
    iii. the applicable Charges.

**13. Risks of Investment in the Funds:**

a) The Premiums paid in the linked insurance Policies are subject to investment risks associated with capital markets and the Unit Prices may go up or down based on the performance of the Fund and factors influencing the capital market and you are solely responsible for the decisions made.
b) HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life Assured Pension Plan is only the name of the linked insurance product and does not, in any way, indicate the quality of the product or its future prospects or the returns.
c) The various Funds offered under this Policy are the names of the Funds and do not in any way indicate the quality of the Funds, their future prospects or the returns.
d) There is no assurance that the objectives of any of the Funds will be achieved.
e) The past performance of any of the Funds does not indicate the future performance of these Funds.

**14. Applicability of Unit Prices**

(1) The allocation and redemption of Units for various transactions would be at the Unit Prices as described below:

| Type of Transaction | Applicable Unit Prices (Where transaction is received before Cut-off time) |
|---|---|
| First Premium deposit received by way of local cheque or pay order or demand drafts payable at par | Unit Price of the date of commencement of the Policy |
| First Premium deposit received by way of outstation cheque | Unit Price of the date of commencement of the Policy or date of realisation of the amount by the Company, whichever is later. |
| Renewal Premiums received by way of Direct Debit, ECS, credit card, etc | Unit Price of the due date of Premium payment or actual receipt of Premium whichever is later. |

| Type of Transaction | Applicable Unit Prices (Where transaction is received before Cut-off time) |
|---|---|
| Renewal Premiums received by way of local cheque | Unit Price at the date of receipt of instruction or the due date, whichever is later. |
| Renewal Premiums received by way of outstation cheque | Unit Price at the date of receipt of instrument or the due date or the date of realisation of the amount by the Company, whichever is later. |
| • Partial Withdrawal (if applicable)<br>• Fund Switch (if applicable) | Unit Price of the date of receipt of the request. |
| • Free Look Cancellation<br>• Death Claim | Unit Price of the date of receipt of the request or intimation of claim. (Intimation for the purpose of claim must be in writing or any other manner as decided by the Company from time to time). |
| Surrender | Unit Price of date of receipt of the request. |
| Transfer to the Discontinued Policy Fund | Unit Price of the date of Policy discontinuance. |
| Charges | Unit Prices of the effective date the Charges are deducted. |

(2) If the transaction request is received after the Cut-off time prescribed by IRDAI (current cut-off time is 3 p.m.), then Unit Prices of the next date or in case of prepayment of renewal Premium, Unit Price of the due date, shall be applicable.
(3) If the same day or the next day or the transaction due date is not a valuation date, then we shall apply the Unit Price of the next immediate valuation date.
(4) The Units allocated shall be reversed in case of the non-realisation of the Premium amount.
(5) We shall follow norms stated above for any transactions which are not specifically mentioned herein but involve allocation and redemption of Units.

**APPENDIX – 1**
**Investment Pattern in tabular format**

**FUND COMPOSITION**

| FUND NAME | SFIN | Details | ASSET CLASS / FUND COMPOSITION: Money Market Instruments, Cash & Deposits | Government Securities, Fixed Income Instruments & Bonds | Equity | RISK & RETURN RATING |
|---|---|---|---|---|---|---|
| Pension Equity Plus Fund | ULIF06001/04/14 PenEqPlsFd101 | To generate long term capital appreciation in line or better than Nifty index returns | 0% to 20% | 0% to 20% | 80% to 100% | Very High |
| Pension Income Fund | ULIF06101/04/14 PenIncFund101 | To deliver High potential returns due to investments in instruments with higher duration and credit exposure | 0% to 20% | 80% to100% | - | Moderate |
| Pension Conservative Fund | ULIF06201/04/14 PenConsvFd101 | To invest in high grade fixed income instruments and Government securities at the short end of the yield curve, to deliver stable returns. | 0% to 60% | 40% to 100% | - | Low |

Note: Investment in Liquid Mutual Funds will always be within Mutual Fund limits as prescribed by IRDAI regulations and guidelines. As per (IRDAI (Investment) (Fourth Amendment) Regulations, 2008, Annexure II), the current limit of approved investments in Liquid Mutual Funds is 5% of the fund.

The asset allocation for the Discontinued Policy Fund (SFIN: ULIF05201/10/13DiscontdPF101) shall be as per the prevailing regulatory requirements. Currently, the asset allocation is as follows:

- Money Market Instruments – 0% to 40%
- Government securities: 60% to 100%

The definition of Money Market Instruments is as given in the IRDAI Investment Regulations - IRDA/Reg./5/47/2008 (22nd August 2008).

In all the above Funds, Deposits means deposits issued by Banks included in the Second Schedule to the Reserve Bank of India Act 1934, or a Primary Dealer duly recognised by Reserve Bank of India as such. (IRDAI Regulation 3, Schedule I, (b) (iii)).

## Part F

### 1. Exclusions

There are no exclusions under this Policy.

### 2. Age Admitted

The Company has calculated the Premiums under the Policy on the basis of the age of the Life Assured as declared in the Proposal. In case you have not provided proof of age of the Life Assured with the Proposal, you will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938 as amended from time to time, we shall take one of the following actions

i) If eligible, and if the Correct Age is found to be higher, the benefit payable under this Policy and Rider, if any, shall be after deduction of such difference in Risk Charges (i.e. difference in Risk Charges paid based on age declared in the Proposal and Risk Charges based on the Correct Age) along with interest thereon. In such cases, before calculating the amount of benefit payable, the Policy shall be subject to re-underwriting and the Sum Assured shall be subject to eligibility as per underwriting norms and the Premium/Risk Charge to be deducted shall be calculated proportionately on such Sum Assured payable. If the Correct Age is found to be lower, excess Premiums/Risk Charges without any interest shall be refunded.

ii) If ineligible for the Policy basis the Correct Age, the Policy shall be void-ab-initio and the Fund Value shall be refunded without interest after deducting all applicable charges like medical (if any), Stamp Duty (if any) etc.

### 3. Claim Procedure

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

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

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

i. The death of the Life Assured has occurred before the Vesting Date,
ii. The Standard Policy Provisions specified in Part F Clause 1 (Exclusions) and Part F Clause 8 (Incorrect Information and Non Disclosure) are not attracted,
iii. The Policy has not been discontinued or surrendered or cancelled or terminated, and
iv. 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:

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

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

a. 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):

a. Original or copy of First Information Report, Police Panchnama report attested by Police authorities; and
b. Original or copy of Post mortem report attested by Hospital authority.

Note:

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

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. Assignment or Transfer**

This Policy cannot be assigned or transferred

**5. Nomination**

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

**6. Issuance of Duplicate Policy:**

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

**7. Force Majeure**

(1) We will value the Funds on each day that the financial markets are open. However, we may value the Funds less frequently in extreme circumstances external to us, where the value of the assets is too uncertain. In such circumstances, we may defer the valuation of assets for up to 30 days until we feel that certainty as to the value of assets has resumed. The deferment of the valuation of assets will be with prior approval from IRDAI.

(2) We will make investments as per the Fund details. However, we reserve the right to change the exposure of all/any Fund to money market instruments to 100% only in extreme situations, economic situations, war/war-like situations, terror situations. The same will be put back as per the base investment policy once the situation has corrected.

Some examples of extreme circumstances referred to above are:

(i) When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Fund are closed other than for ordinary holidays.
(ii) When, as a result of political, economic, monetary or any circumstances out of our control, the disposal or valuation of the assets of the Unit Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining unit holders.
(iii) During periods of extreme volatility of markets during which surrenders and switches would, in our opinion, be detrimental to the interests of the existing unit holders of the Fund.
(iv) In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.
(v) In the event of any force majeure or disaster that affects our normal functioning.
(vi) If so directed by the IRDAI.

The Policyholder shall be notified of such a situation, if it arises.

**8. Incorrect Information and Non-Disclosure**

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

**9. Taxes**

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

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

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

(1) This Policy is subject to-
(i) The Insurance Act, 1938 as amended from time to time,
(ii) Amendments, modifications (including re-enactment) as may be made from time to time, and
(iii) Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc as may be introduced thereunder from time to time.

(2) We reserve the right to change any of these Policy Provisions / terms and conditions in accordance with changes in applicable Regulations or Laws, and where required, with IRDAI's approval.

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

(4) We reserve the right to require submission by you of such documents and proof at all life stages of the Policy as may be necessary to meet the requirements under Anti- money Laundering/Know Your Customer norms and as may be laid down by IRDAI and other regulators from time to time.

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

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

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

Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.
E-mail: service@hdfclife.com
Or such other address as may be informed by us.
Similarly, any notice, direction or instruction to be given by us, under the Policy, shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Company.
You are requested to communicate any change in address, to the Company supported by the required address proofs to enable the Company to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that correspondences from the Company are correctly addressed to the Policyholder at the latest updated address.

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

## Annexure II

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 are as follows:

1) No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
   a. the date of issuance of policy or
   b. the date of commencement of risk or
   c. the date of revival of policy or
   d. the date of rider to the 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 not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details. ]***