Sub: Your Policy no. <<Policy Number>> - HDFC SL ProGrowth Super II

We are glad to inform you that your proposal has been accepted and the HDFC SL ProGrowth Super II Policy (“Policy”) has been issued. We have made every effort to design your Policy document in a simple format. We have highlighted important terms and conditions so that you may recognise them easily.

**Policy document:**
As an evidence of the insurance contract between HDFC Life Insurance Company Limited and you, the Policy is enclosed herewith. Please preserve this document safely and also inform your nominee(s), if any, about the same. We are also enclosing alongside a copy of your proposal form and other relevant documents submitted by you for your information and records.

**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 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 plus charges levied by cancellation of units, subject to deduction of the proportionate risk charges for the period on cover and the expenses incurred by us for medical examination and stamp duty. 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 communication is specified below. To enable us to serve you better, you are requested to quote your Policy number in all correspondences. In case you are keen on knowing more about our products and services, we would request you to talk to your Certified Financial Consultant (Insurance Agent) who has advised you while taking this Policy. The details of your Certified Financial Consultant including contact details are listed below.

To contact us in case of any grievance, please refer to “Grievance Redressal – Contact Details Annexure”. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region whose address is available on our website www.hdfclife.com.

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

Yours sincerely,

<< Designation of the Authorised Signatory >>

Agency Code: <<Agency Code>>
Agency Name: <<Agency Name>>
Agency Telephone Number: <<Agency mobile & landline number>>
Agency Contact Details: <<Agency address>>
This Policy is the evidence of a contract between HDFC Life Insurance Company Limited (‘We’, or ‘the Company’) and the Policyholder (‘You’, or ‘Policyholder’) as described in the Policy Schedule. 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 information and documents>> and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder. This Policy is effective subject to 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 Details**

**Date of Risk Commencement**

<< Risk Commencement Date >>

**Date of Issue**

<< Issue Date >>

**Product Options chosen**

<< >>

**Premium Due Date(s)**

<< dd / month >>

**Sum Assured**

Rs. << >>

**Annual Premium**

Rs. << >>

**Instalment Premium**

Rs. << >>

**Additional Benefits**

<< Benefit Name, Expiry Date, Sum Assured >>

**Policy Term**

<< >> years

**Premium Paying Term**

<< >> years

**Frequency**

Annual

**Premium per Frequency**

Rs. << >>

**Grace Period**

30 days

**Fund**

<< Fund Name 1 - % Allocation >> << Fund Name 2 - % Allocation >> << Fund Name 3 - % Allocation >>

**Expiry Date of Lock-in Period**

<< 5 years from RCD >>

**Final Premium Due Date**

<< dd / mm / yyyy >>

**Maturity Date**

<< dd / mm / yyyy >>

**Policy issued on the basis of Short Medical Questionnaire (SMQ)**

<< Yes / No >>

**Minimum Values Required**

**Partial Withdrawal Amount**

Rs. 10,000

**Single Premium Top-Up Amount**

N.A.

# To be read in conjunction with the terms & conditions in Standard Policy Provisions.
**NOMINATION SCHEDULE**

<table>
<thead>
<tr>
<th>Nominee’s Name</th>
<th>&lt;&lt;Nominee-1 &gt;&gt;</th>
<th>&lt;&lt;Nominee-2 &gt;&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominee’s Relationship with the Life Assured</td>
<td>&lt;&lt; &gt;&gt;</td>
<td>&lt;&lt; &gt;&gt;</td>
</tr>
<tr>
<td>Date of Birth of Nominee</td>
<td>&lt;&lt; dd/mm/yyyy &gt;&gt;</td>
<td>&lt;&lt; dd/mm/yyyy &gt;&gt;</td>
</tr>
<tr>
<td>Nominee’s Age</td>
<td>&lt;&lt; &gt;&gt; years</td>
<td>&lt;&lt; &gt;&gt; years</td>
</tr>
<tr>
<td>Nomination Percentage</td>
<td>&lt;&lt; &gt;&gt; %</td>
<td>&lt;&lt; &gt;&gt; %</td>
</tr>
<tr>
<td>Nominee's Address</td>
<td>&lt;&lt; &gt;&gt;</td>
<td>&lt;&lt; &gt;&gt;</td>
</tr>
</tbody>
</table>

| Appointee’s Name | << >> |
| (Applicable where the nominee is a minor) |
| Date of Birth of Appointee | << dd/mm/yyyy >> |
| Appointee’s Address | << >> |

**SCHEDULE OF CHARGES**

<table>
<thead>
<tr>
<th>Policy Year</th>
<th>Premium Allocation Rate</th>
<th>Premium Allocation Charge</th>
<th>A proportion of the Premium (Premium Allocation Rate) will be used to buy Units in the Funds of your choice. The balance Premium that is not allocated is the Premium Allocation Charge. This charge is guaranteed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 7</td>
<td>96 %</td>
<td>4 %</td>
<td></td>
</tr>
<tr>
<td>8 and onwards</td>
<td>99 %</td>
<td>1 %</td>
<td></td>
</tr>
</tbody>
</table>

**Policy Administration Charge** - 0.25% of annualised Premium will be deducted monthly. This charge will increase by 5% per annum on each Policy Anniversary, subject to a maximum charge of 0.4% of the annualised Premium or Rs 500 per month, whichever is lower. The percentage charge each year will be rounded to 2 decimal places. This charge will be deducted monthly by cancellation of Units and is guaranteed for the duration of the Policy.

**Fund Management Charge** - 1.35% p.a. will be taken daily and is incorporated into the Unit Prices for each Fund. This charge can be changed by Us subject to the maximum cap allowed by IRDAI.

**Mortality and Other Risk Benefit Charges** - These charges are calculated as the Sum at Risk for the Benefits chosen multiplied by the respective charge rate based on the age of the Life Assured on the date of deduction of the charge and is deducted monthly by cancellation of Units.

The Sum at Risk for Death Benefit and Extra Health Benefit is the Sum Assured (or Paid-Up Sum Assured, where applicable) subject to a minimum of 105% of the Premiums paid. The Sum at Risk for Extra Life Benefit is the Sum Assured (or Paid-Up Sum Assured, where applicable). The Sum at Risk for the Extra Disability Benefit is the value of the benefit discounted at 6% per annum.

The Mortality and Other Risk Benefit Charges are specified in the Appendix-1 to Schedule of Charges and are guaranteed for the duration of the Policy.

**Discontinuance Charge**

<table>
<thead>
<tr>
<th>Policy Year</th>
<th>Annualized Premium up to and including Rs.25,000/-</th>
<th>Annualized Premium above Rs.25,000/-</th>
<th>This charge will be deducted from your Policy by cancellation of Units. This charge can be changed by Us subject to the maximum cap allowed by IRDAI. AP – Annualised Premium FV – Fund Value on the date of discontinuance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20% of AP or 20% of FV or Rs. 3,000/-, whichever is lowest.</td>
<td>6% of AP or 6% of FV or Rs. 6,000/-, whichever is lowest.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>15% of AP or 15% of FV or Rs. 2,000/-, whichever is lowest.</td>
<td>4% of AP or 4% of FV or Rs. 5,000/-, whichever is lowest.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>10% of AP or 10% of FV or Rs. 1,500/-, whichever is lowest.</td>
<td>3% of AP or 3% of FV or Rs. 4,000/-, whichever is lowest.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>5% of AP or 5% of FV or Rs. 1,000/-, whichever is lowest.</td>
<td>2% of AP or 2% of FV or Rs. 2,000/-, whichever is lowest.</td>
<td></td>
</tr>
<tr>
<td>5 and onwards</td>
<td>NIL</td>
<td>NIL</td>
<td></td>
</tr>
<tr>
<td><strong>Statutory Charges</strong></td>
<td>Taxes and levies as applicable</td>
<td>Taxes and levies as applicable will be charged and are payable by any method including by levy of an additional monetary amount in addition to Premium and/or charges.</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Premium Redirection Charges</strong></td>
<td>A premium redirection request initiated by the Policyholder will attract a charge of Rs 250 per request. However, if the request is executed through the Company’s web portal the Policyholder will be charged Rs 25 per request.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Switching Charge</strong></td>
<td>A fund switch request from the Policyholder will attract a charge of Rs 250 per request. However, if the request is executed through the Company’s web portal the Policyholder will be charged Rs 25 per request.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Partial withdrawal Charge</strong></td>
<td>A partial withdrawal request from the Policyholder will attract a charge of Rs 250 per request. However, if the request is executed through the Company’s web portal the Policyholder will be charged Rs 25 per request.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous Charges</strong></td>
<td>Any Policy alteration request initiated by the Policyholder will attract a charge of Rs. 250 per request. Any administrative servicing that we may introduce at a later date would be chargeable subject to IRDAI’s approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Investment Guarantee Charge</strong></td>
<td>Not Applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed << at Mumbai>> <<on>> <<01 September 2005>>
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.
STANDARD POLICY PROVISIONS

ALL UNIT LINKED POLICIES ARE DIFFERENT FROM TRADITIONAL INSURANCE POLICIES AND ARE SUBJECT TO DIFFERENT RISK FACTORS.

IN THIS POLICY, THE INVESTMENT RISK IN INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER.

1. General
Your Policy is a Regular Premium, non-participating Unit Linked Endowment Life Insurance Policy.

2. Definitions
(1) Authority/BDAI – means Insurance Regulatory and Development Authority of India;
(2) Accident - Accident shall mean to be a sudden, unforeseen and involuntary event caused by external and visible means.
(3) Accidental Death - Accidental Death shall mean death by or due to a bodily injury caused by an Accident, independent of all other causes of death.
(4) Charges - means or refers Premium Allocation Charge, Policy Administration Charge, Fund Management Charge, Mortality Charge, taxes and levies as applicable, Premium Redirection Charge, Switching Charge, Partial Withdrawal Charge, Investment Guarantee charge, Miscellaneous charges and Discontinuance Charge.
(5) Loyalty Policyholder, Insurer, Us, we, Our – means or refers to HDFC Life Insurance Company Limited.
(6) 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 3.00pm.
(7) Fund - means each of the Funds earmarked by the Company for Unit linked business and available to this product.
(8) Life Assured - The Life Assured is the person on whose life the contingent events has to occur for the Benefits to be payable. The Life Assured may be different from the Policyholder.
(9) Policyholder, You, you, your - means or refers to the Policyholder stated in the Policy Schedule.
(10) Sum Assured - means the absolute amount of benefit which is guaranteed to become payable on death of the Life Assured in accordance with terms and conditions of the Policy.
(11) 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 not of Charges.
(12) 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) Unit Price - means the Net Asset Value (NAV) per Unit of the Investment Linked Fund.

3. Benefits
(1) Maturity Benefit – Upon survival of the Life Assured and subject to the Policy being in-force on the Maturity Date of this benefit, risk cover ceases and the Unit Fund Value is payable.
(2) Loyalty Benefit - In addition to the Maturity Benefit as specified in Clause 3(1), a Loyalty Reward will also become payable to you. The Loyalty Reward is an additional amount that is a percentage of your annualised Premium and is payable only if the Policy is in-force as on the date of Maturity and all Premiums due and payable have been paid throughout the Policy Term. This benefit depends on the Policy Term chosen at inception and is as given below:

<table>
<thead>
<tr>
<th>Policy Term</th>
<th>Loyalty Reward</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 years</td>
<td>35% of the annualised Premium</td>
</tr>
<tr>
<td>15 years and above</td>
<td>70% of the annualised Premium</td>
</tr>
</tbody>
</table>

(3) The Policyholder has the following options in respect of Maturity Benefit:
- to receive the entire Unit Fund Value as a lump sum amount, or
- to receive the Unit Fund Value by way of Settlement Option as specified in Clause 10 (4) (Settlement Option).

(4) Death Benefit - If the Life Assured dies during the Policy Term (subject to Policy being in-force), the Death Benefit payable shall be the sum of the following:
- Sum Assured, and
- Unit Fund Value
For a paid-up Policy, the Death Benefit payable shall be sum of:
- Paid-Up Sum Assured, and
- Unit Fund Value.
The Paid-Up Sum Assured is defined in Clause 68(c).

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

(6) The Death Benefit is subject to the exclusions set out in Clause 18 (Exclusions).

(7) Upon payment of Death Benefit or the Maturity Benefit, the Policy terminates and no further benefits are payable.

(8) Extra Life Benefit - This Clause only applies if the Policyholder has selected the Extra Life Benefit and we have accepted it. This benefit will be payable in addition to the Death Benefit as specified in Clause 3(3) above subject to Clause 18 (Exclusions).

(9) Extra Health Benefit - This Clause only applies if the Policyholder has selected the Extra Health Benefit and we have accepted it.

4. Pre-requisites for payment of Benefits:
(1) 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 for the Extra Disability Claim, and
- 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.

(2) 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 Clause 18 (Exclusions) and Clause 19 (Incorrect Information and Non Disclose) 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:
  - fully completed claim form and; or
  - original death certificate or certified copy of death certificate and; or
  - original certificate or certified copies of doctor certifying death and; or
  - original certificate or certified copies of cremation or burial; and
  - original or certified copies of any medical reports that we consider relevant to the death.
- Depending on the circumstances of the death, further documents may be called for as we deem fit.
- 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 proportionate to the reasons beyond the control we will remain the claimant.

(3) Extra Life Benefit: The Extra Life Benefit will be paid if and only if
- The death of the Life Assured was attributable to an Accidental Death,
- The Life Assured dies within 90 days of the Accident and before the expiry date of this benefit,
- The Standard Policy Provisions specified in Clause 18 (Exclusions) and Clause 19 (Incorrect Information and Non Disclose) 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:
• fully completed claim form;
• original Policy document; and
• original death registration certificate or certified extract from the death register;
• original certificate or certified copies of doctor certifying death; and
• original certificate or certified copies of medical reports by the family physician on the Critical Illness and its treatment; and
• medical reports of the claimant by the appropriate medical practitioner appointed by us.

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

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

(4) Extra Disability Benefit: The Extra Disability Benefit will be paid if and only if
• The Critical Illness has not occurred within 6 months of the Date of Risk Commencement or the Date of Issue or Date of Revival, whichever is later; and
• has occurred before the expiry of this benefit.

The Standard Policy Provisions specified in Clause 18 (Exclusions) and Clause 19 (Incorrect Information and Non Disclosure) are not attracted,
• The Policy has not been discontinued or surrendered or cancelled or terminated; and
• You have produced to us a duly completed claim form within 3 years of the illness, disability, operation or other circumstance giving rise to the claim

All relevant documents in support of the claim have been provided to the Company. These would normally include the following:
• fully completed claim form; and
• original Policy document; and
• original or certified true copies of any medical reports by the family physician on the Critical Illness and its treatment; and
• any medical report the doctor may have on the Life Assured that we consider relevant to the Critical Illness; and
• originals or certified copies of any medical reports from hospitals, specialists and other doctors that we consider relevant to the Critical Illness

Depending on the circumstances of the illness, disability, operation or other circumstance giving rise to the claim, further documents may have to be provided as we might reasonably require.

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

(5) Extra Disability Benefit: The Extra Disability Benefit will be paid if and only if
• The Disability has occurred as a result of an Accidental Injury, and
• has rendered the Life Assured totally incapable of being employed or engaged in any work or any occupation, whatsoever, for remuneration or profit, and
• The Disability has lasted, without interruption, for at least six consecutive months,
• The Life Assured is alive at the time of the claim and in the opinion of an appropriate medical practitioner appointed by us the disability is deemed to be permanent,
• The Standard Policy Provisions specified in Clause 18 (Exclusions) and Clause 19 (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:
• fully completed claim form; and
• original Policy document; and
• original or certified true copies of any medical reports by the family physician on the disability and its treatment; and
• any medical report the doctor may have on the Life Assured that we consider relevant to the disability.

Depending on the circumstances of the illness, disability, operation or other circumstance giving rise to the claim, further documents may have to be provided as we might reasonably require.

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

5. Premiums

(1) The first Premium must be paid along with the submission of your completed application / Proposal. Subsequent Regular Premiums are due in full on the date and at the frequency set out in your Policy Schedule.

(2) Premiums under the Policy can be paid only on an annual basis as set out in the Policy Schedule.

(3) A Grace Period of not more than 30 days is allowed for the payment of each renewal Premium after the first Premium. We will not accept part payment of the Premium.

(4) If any Premium remains unpaid after the expiry of Grace Period we will send you a Revival Letter. If we do not receive the Premium due within the date specified in the Revival Letter, all risk covers will cease and your Policy will be discontinued as described under “Policy Discontinuance and Revival” clause.

(5) A Premium will be deemed to remain unpaid if the Premium amount has not been realised by us.

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

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

(8) If you have chosen more than one Fund, we will split the allocation in accordance with your instructions before we allocate Units in each Fund.

(9) 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.

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

6. 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:
• to revive the Policy within a period of 2 years from the date of discontinuance, or
• 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 Schedule of Charges will continue to be deducted on the Policy during this period.

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

<table>
<thead>
<tr>
<th>Option</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revival</td>
<td>• 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.</td>
</tr>
<tr>
<td>Withdrawal</td>
<td>• The Unit Fund Value as on the Date of Discontinuance less the Discontinuance Charge (as specified in the Policy Schedule) will be transferred to the ‘Discontinued Policy Fund’.</td>
</tr>
<tr>
<td></td>
<td>• The proceeds from the ‘Discontinued Policy Fund’ for your Policy will be refunded only on the completion of the Lock-in Period.</td>
</tr>
</tbody>
</table>

If you do not revert to us within 30 days of receipt of the notice or 35 days from the expiry of the Grace Period or if the Policy is not revived, the treatment shall be as per “Withdrawal” option as specified above.

(3) The Funds in ‘Discontinued Policy Fund’ will earn a minimum guaranteed interest rate as specified by the IRDAI. If the fund value is not sufficient to cover the applicable minimum guaranteed rate of interest specified by the IRDAI or 4% p.a., a Fund Management Charge of 0.50% p.a., charged daily, will be levied on the ‘Discontinued Policy Fund’. This may subject to change as notified by IRDAI from time to time.

(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 6(1) as well as an additional option of receiving the proceeds at the end of the Lock-in Period or revival period, whichever is later.

(5) The treatment for the options mentioned in Clause 6(4) above is specified below:
• a. If you choose to revive the Policy, the treatment for revival as specified in Clause 6(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 6(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 receipt 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

(7) 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 the Premiums, or
• to completely withdraw from the Policy without any risk cover, or
• to convert the Policy into a paid-up Policy.
The option chosen by You will 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 Schedule of Charges will continue to be deducted on the Policy during this period.

(8) The treatment under the above mentioned options mentioned in Clause 6(7) above is specified below:
   a. If You choose to revive the Policy, the revival shall be subject to the terms and conditions that may specify from time to time including payment of all due and unpaid Premiums and endorsement.
   b. If You choose to completely withdraw from the Policy without any risk cover, the Policy shall be surrendered and surrendered as per Clause 7 shall be payable.
   c. If You choose to convert the Policy into a paid-up Policy, the Sum Assured will reduce to Paid-up Sum Assured. The Paid-Up Sum Assured shall be calculated as the original Sum Assured multiplied by the total number of Premiums paid divided by the original number of Premiums payable as per the terms and conditions of the Policy.

If You do not revert to us within 30 days of receipt of the notice or 35 days from the expiry of the grace period, the Policy is not revived, 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 7 (Surrender) shall become payable.

7. Surrender
   (1) Policy may be surrendered at any time. The amount payable on surrender will be the Unit Value on surrender less the Discontinuation Charge as specified in the Schedule of Charges.
   (2) If the Policy is surrendered before the completion of five Policy years, the amount will be moved to the Discontinued Policy Fund. The amount allocated to the Discontinued Policy Fund, with accrued interest, will be paid out on completion of the Lock-in Period.
   (3) If the Policy is surrendered on or after the completion of the five Policy years, the surrender value will be paid to You.
   (4) If You die before the surrender payment has been made We will make the surrender payment immediately on receipt of all relevant documents in support of the claim.
   (5) Once any surrender payment has been made, the Policy terminates and no further Benefits are payable.

8. Investment Linked Funds
   (1) Fund descriptions of the Funds currently available under this Policy and investment pattern are listed below, the same may be revised in future:
      o Income Fund- The Income Fund aims to provide superior returns through investments in high credit quality Debt instruments while maintaining an optimal level of interest rate risk.
      o Balanced Fund- The Balanced Fund aims to generate high returns through a dynamic allocation of investments in Debt and Equity instruments so as to combine the stability of Debt instruments with the long term capital appreciation potential of Equities.
      o Blue Chip Fund- The Blue Chip Fund aims to provide medium to long term capital appreciation by investing in a portfolio of predominantly large cap companies which can perform through economic and market cycles.
      o Opportunities Fund- The Fund aims to generate long term capital appreciation by investing predominantly in mid cap stocks which are likely to be the blue chips of tomorrow.

   * The investment in Liquid Mutual Funds will always be within the Mutual Fund limits as prescribed by IRDAI regulations and guidelines – IRDA (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 (SFN:ULIF05110/03/11DiscontdPF101) shall be as per the prevailing regulatory requirements:
   (1) Money Market Instruments – 0% to 40%
   (2) Government securities: 60% to 100%

   (2) Unit Prices will be published on our Company’s website, on the Life Insurance Council’s Website and in leading national dailies.

   (3) 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 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.

   (4) Your instruction for allocation of Premium net of all the relevant allocation charges is utilized 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 all the assets of each Fund will belong to us.

   (5) Any assets that the Funds invest in will be selected by us at our sole discretion at all times.

   (6) We may close, withdraw, modify, split or combine Funds or introduce new Funds with prior approval from the IRDAI, 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.

   (7) 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, in Our opinion, the closest investment objective to the original Fund. During the three months notice period, You can switch to any other available Fund.

   (8) 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 the Schedule of Charges, and assets equivalent to the cancelled units will be withdrawn from the same Fund at the same time.

   (9) We will add the income from the assets of an investment linked Fund to that Fund.

   (10) We can deduct from the assets of an investment linked Fund the amounts that are required to cover:
      o expenses, taxes and levies in respect of or due to the buying and selling of assets;
      o part or all of any tax, levies or other statutory/regulatory charge on us allocated to the Fund, if applicable;
      o the Management Charges described in the Schedule of Charges.

   (11) Risks of Investment in the Funds:
      o The Funds may invest 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 responsible for the decisions made.
      o HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC SL ProGrowth Super II 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 returns.
      o 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.
      o There is no assurance that the objectives of any of the Funds will be achieved.
      o The past performance of any of the Funds does not indicate the future performance of these Funds.

9. 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, ICS, credit card, etc. | payment or actual receipt of Premium whichever is later
Renewal Premiums received by way of local cheque | Unit Price of the date of receipt of instruction or the due date, whichever is later
Renewal Premiums received by way of outstation cheque | Unit Price of the date of receipt of instruction or the due date, whichever is later

- Partial Withdrawal (if applicable)
- Fund Switch (if applicable)
- Free Look-Cancellation

Unit Price of the date of receipt of the request
10. Miscellaneous
(1) Fund Switches:
   a. You can ask us to switch the Funds in which your Units are held. To do this, we will first cancel all of your existing Units. We will then use the proceeds from the cancelled Units, after deducting the applicable charge, to buy Units in your chosen Funds.
   b. You may choose any investment linked Fund which is available to this product and which has not been withdrawn or closed.
   c. We may levy a Charge as specified in the Schedule of Charges, for any Fund Switch request.
   d. We may delay switching Funds in line with Clause 15 (Force Majeure).

(2) Partial Withdrawals:
   a) You have the option of making Partial Withdrawals at any time after the first 5 years, subject to the following conditions:
      - The Life Assured has to be at least 18 years of age.
      - The Partial Withdrawal amount is not less than the minimum amount specified in the Policy Schedule.
      - The Unit Fund Value after the Partial Withdrawal, the Partial Withdrawal Charge and taxes and levies as applicable is not less than the 150% of the annualised Premium.
      - The maximum Partial Withdrawal that can be done throughout the Policy Terms is 300% of the annualised Premium.
   b) When we determine the eligibility of a Partial Withdrawal or determine the maximum Partial Withdrawal Amount, we will use the latest known Unit Price. As this price is not known at the time of the estimate of Partial Withdrawal eligibility or the Partial Withdrawal request, a small margin over and above the minimum Fund Value is kept to ensure that the Unit Fund Value requirement after the Partial Withdrawal is not violated. Current margin is 5% of your Fund Value on the date of the Partial Withdrawal request or calculation. We may change this margin at any time without prior notification or approval from you.
   c) Following a Partial Withdrawal, the Policy continues to be in force and all benefits under Clause 3 and conditions remain unaltered.
   d) We will deduct tax and/or levies from payments if we are required to do so by the relevant authorities.
   e) We may levy an Charge as specified in the Schedule of Charges, for any Partial Withdrawal request.
   f) We may delay making a payment from the Funds in line with Clause 15 (Force Majeure).

(3) Single Premium Top-Up:
   a) The option for Single Premium Top-Ups is not available under this Policy.

(4) Settlement Option:
   This means an option available to the Policyholder to receive the Maturity Benefit in periodical instalments over a period which may extend to 5 years after the Maturity Date.
   a) The Policyholder may exercise the Settlement Option before the Maturity Date of the Policy. The Settlement Option is subject to any terms and conditions we may specify from time to time. These terms will include a minimum instalment amount, which may be determined by us at our sole discretion from time to time. The current minimum instalment amount is specified in the Policy Schedule.
   b) We will recover cesses and the Fund continues to be invested during the settlement period. The continuing investment risk on the unit fund will be borne by the Policyholder.
   c) We shall levy only Fund Management Charge during the settlement period and no other charges will be levied.
   d) No Fund Switch or Partial Withdrawal will be allowed during the settlement period. However, the Policyholder may anytime during the settlement period withdraw the entire Unit Fund Value.
   e) Any Unit Fund Value remaining after 5 years from the Maturity Date will be payable immediately.
   f) No further benefits will be payable after this payment.

11. Alterations
The Policy Term, Sum Assured (other than the Policy becoming paid-up) and the level of Premium as specified in the Policy Schedule cannot be changed at any time.

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

13. 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 II for reference.

14. Assignment
The Policyholder can assign or transfer 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.

15. Force Majeure
(1) We may delay switching Funds/making a payment from the Funds if it is necessary to do so in order to maintain fairness and equity between Unit holders remaining in, and Unit holders leaving a Fund. Where this applies, we may delay switching/encashing all or part of your Funds for up to 30 days. If we delay the switch/encashing, we will use the Unit Prices that apply on the day on which the switch/encashment of Units actually takes place.
(2) We may defer the valuation of assets until normality returns or delay switches/encashment of Units in the following circumstances:
   - 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.
   - 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.
   - During periods of extreme volatility of markets during which surrenders and switches and encashment would, in our opinion, be detrimental to the interests of the existing/remaining Unit holders of the Fund.
   - In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.
   - In the event of any force majeure or disaster that affects our normal functioning.
   - If so directed by the IRDAI.

16. Extra Health Benefit
(1) Description: The Critical Illnesses, which are covered under Extra Health Benefit, are:
   a) Cancer - A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukaemia, lymphoma and sarcoma. The following are excluded:-
      - Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
      - Any skin cancer other than invasive malignant melanoma.
      - All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
      - Pulpillary micro - carcinoma of the thyroid less than 1 cm in diameter.
      - Chronic lymphocytic leukaemia less than RAI stage 3.
      - Microcarcinomas of the bladder.
      - All tumours in the presence of HIV infection.
   b) Coronary Artery By Pass Graft Surgery (CABGS) - The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner. The following are excluded:
      - Angioplasty and/or any other intra-arteral procedures.
      - Any key-hole or laser surgery.
c) Heart Attack - The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain).
- New characteristic electrocardiogram changes.
- Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

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

d) Kidney Failure - End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

e) Major Organ Transplant - The actual undergoing of a transplant of:

- One of the following human organs: heart, lung, liver, kidney, pancreas, that is as medically determined to be failure of the relevant organ or,
- Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

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

f) Stroke - Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- Transient ischemic attacks (TIA),
- Traumatic injury of the brain and
- Vascular disease affecting only the eye or optic nerve or vestibular function.

(2) Medical Evidence

We may request the Life Assured to undertake medical examination(s) or tests(s), which in our opinion is reasonable to determine the disability. We will not accept a claim of Extra Health Benefit if the Life Assured does not undertake medical examination(s) or test(s) which we consider reasonable or necessary. The medical examination(s) or test(s) shall be taken at the centre as specified by us. We will not pay for any fees or expenses in connection with the production of medical evidence except for the fees and expenses for medical examinations or tests which we have asked a medical practitioner to provide.

17. Extra Disability Benefit

(1) Definition of Accident, Accidental Injury and Disability

a) Accident - Accident shall mean to be a sudden, unforeseen and involuntary event caused by external and visible means.

b) Accidental Injury - Accidental Injury shall mean bodily injury of the Life Assured caused solely, directly and independently of any other intervening cause from an Accident.

c) Disability - Disability shall mean the occurrence of any of the following conditions as a result of accidental bodily injury:

- Total and irreversible loss of sight of both eyes. The blindness must be confirmed by an Ophthalmologist.
- Loss by severance of two or more limbs at or above wrists or ankles.
- Total and irreversible loss of sight of one eye and loss by severance of one limb at or above wrist or ankle.

(2) Medical Evidence

We may request the Life Assured to undertake medical examination(s) or test(s), which in our opinion is reasonable to determine the disability. We will not accept a claim of Extra Disability Benefit if the Life Assured does not undertake medical examination(s) or test(s) which we consider reasonable or necessary. Such medical examination(s) or test(s) shall be taken at the centre as specified by us. We will not pay for any fees or expenses in connection with the production of medical evidence except for the fees and expenses for medical examinations or tests which we have asked a medical practitioner to provide.

18. Exclusions

(1) In case of death of Life Assured due to suicide within 12 months from the Date of Risk Commencement or Date of Revival of the Policy, the Death Benefit shall be equal to the Unit Fund Value as available on the date of intimation of death. Any Charges for medical practitioner to provide.

(2) We shall not be liable to pay the Extra Life Benefit if death is caused directly or indirectly from 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.
- Taking part or practising for any hazardous hobby, pursuit or race unless previously agreed to by us in writing.

(3) We shall not be liable to pay the Extra Health Benefit if the Critical Illness is caused directly or indirectly by any of the following:

- Intentionally self-inflicted injury or attempted suicide, irrespective of mental condition.
- Alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner.
- Self-inflicted, invasion, hostility (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.
- Taking part in any act of a criminal nature.
- Pregnancy or childbirth or complications arising there from.

(4) We shall not be liable to pay the Extra Disability Benefit if disability is caused directly or indirectly from any of the following:

- due to a Acquired Immuno-Deficiency Syndrome (AIDS) or infection by any Human Immunodeficiency Virus (HIV).
- The Life Assured taking part in any hazardous sport or pastimes (including hunting, mountainaineering, racing, steепle chasing, bungee jumping, etc).
- The Life Assured flying in any kind of aircraft, other than as a bonafide passenger (whether fare-paying or not) on an aircraft of a licensed airline.
- Self-inflicted injury, suicide or attempted suicide-whether sane or insane.
- Under the influence of abuse of drugs, alcohol, narcotics or psychotropic substance not prescribed by a registered medical practitioner.
- Service in any military, airforce, naval, police, paramilitary or similar organisation.
- War, civil commotion, invasion, terrorism, hostilities (whether war be declared or not).
- The Life Assured taking part in any strike, industrial dispute, riot, etc.
- The Life Assured taking part in any criminal or illegal activity or committing any breach of law.
- Nuclear reaction, radiation or nuclear or chemical contamination.

19. Incorrect information and non-disclosure

False, misrepresentation and/or failure 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.

20. Non-negative Claw-back Additions

Upon the exit from a Policy at any time or on after the completion of five Policy years, we will calculate the gross yield, the net yield and the reduction in yield based on the actual returns. If the reduction in yield is greater than as required under the regulations, we will add non-negative Clawback Additions to the Fund before payment of Benefits to ensure compliance with the reduction in yield requirements as specified in Regulation 57(4) of IRDA (Linked Insurance Products) Regulations, 2013.

Exit from the Policy would mean Death or Surrender or Maturity, whichever is earliest.

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

(1) This Policy is subject to modification, amendment, re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars 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 or if it becomes impossible or impractical to enact the provision / terms and conditions.

(3) We will not be required to obtain written consent from the IRDAI or any successor body before making any material changes to these provisions, except for changes of regulatory / statutory nature.

(4) We reserve the right to require submission of such documents and proof at all life stages of the Policy including at the time of payment of Benefits 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.

22. Notices

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

HDFC Life Insurance Company Limited, 11th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.
Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.
Helpline number: 18602670977 (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 advised 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.
All rates are per Rs. 1,000 of Benefits Insured.

All Risk Benefit Charges Rates stated above are guaranteed for the term of your Policy.

Nomination of a life insurance Policy is as below in accordance with Section 39 of the

Maximum Mortality and Other Risk Benefit Charges Rates stated above are guaranteed for the term of your Policy. The applicable rate for the current age of the Life Assured will be used at the time of each charge deduction for each of the risk benefit charges.

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) 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.

Mortality and Other Risk Benefit Charges Rates are calculated every month based on the Benefits Insured and the age of the Life Assured, on the date the charge is due. These charges are calculated as specified in Schedule of Charges.

Current Annual Mortality and Other Risk Benefit Charge Rates

All rates are per Rs. 1,000 of Benefits Insured

1. Mortality Charge Rates for Death Benefit
2. Risk Benefit Charge Rates for Extra Life Benefit
3. Risk Benefit Charge Rates for Extra Health Benefit
4. Risk Benefit Charge Rates for Extra Disability Benefit

Effective Date: < RCD >

Mortality and Other Risk Benefit Charges

Mortality and Other Risk Benefit Charges are stated above are guaranteed for the term of your Policy.

The applicable rate for the current age of the Life Assured will be used at the time of each charge for each of the risk benefit charges.

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) 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 cancellation will not get cancelled to the extent of insurer’s or transferee’s or assignee’s interest in the policy. The cancellation 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(s) the nominee(s) survive the policyholder, 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 subsection 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 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 transferee or assignor or duly authorized agent and attested by at least one witness.

(5) The transfer or assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof of certified to be correct by both transferor and transferee or their duly authorized 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 service 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 bona fide 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 to 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 transferee or assignee 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 d. surrender the policy without obtaining the consent of the transferee 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 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 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 assignee 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) More silence is not fraud unless, depending on the 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. Omissions of the insurer in making the proposal or in furnishing the proposal or in preparing the proposal does not affect the right of the insurer to repudiate.

(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 assignee 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 assignee 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.