

## Part A

<<\_\_ March 2018>>  
<<Policyholder's Name>>  
<<Policyholder's Address>>  
<<Policyholder's Contact Number>>

Dear <<Policyholder's Name>>,

### **Sub: Your Policy no. <<>>- HDFC Life Click 2 Wealth**

We are glad to inform you that your proposal has been accepted and the HDFC Life Click 2 Wealth Policy ("Policy") being this document, has been issued. We have made every effort to design your Policy Document in a simple format. We have highlighted items of importance so that you may recognize them easily.

#### **Policy document:**

As an evidence of the insurance contract between HDFC Life Insurance Company Limited and you, the Policy document is enclosed herewith. Please preserve this document safely and also inform your Nominees about the same. We are also enclosing alongside a copy of your proposal form submitted by you is 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 document, 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 document. 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 (original Policy Document is not required for policies in dematerialised form), 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 special allocation charge, proportionate risk charges for the period on cover and the expenses incurred by us for medical examination and stamp duty (if any).

#### **Contacting us:**

The address for correspondence is specified below. To enable us to serve you better, you are requested to quote your Policy number in all future correspondence. In case you are keen to know more about our products and services, we would request you to talk to our Certified Financial Consultant (Insurance Agent) who has advised you while taking this Policy. The details of your Certified Financial Consultant including contact details are listed below. In case you are keen to know more about our products and services, please call us on our toll-free number 1800 266 9777 or email us @ [onlinequery@hdfclife.in](mailto:onlinequery@hdfclife.in). You can also get in touch with us via social media:

<https://plus.google.com/+hdfclife/>

<https://www.youtube.com/user/hdfclife10>

<http://www.linkedin.com/company/19117>

<https://twitter.com/HDFCLife>

<https://www.facebook.com/HDFCLife>

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, 11<sup>th</sup> Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.

Registered Office: HDFC Life Insurance Company Limited, Lodha Excelus, 13<sup>th</sup> Floor, Apollo Mills Compound, Mahalaxmi, Mumbai-400011. Call 1860-267-9999 (local charges apply). DO NOT prefix any country code e.g. +91 or 00. Available Mon-Sat from

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10 am to 7 pm | Email – [service@hdfclife.com](mailto:service@hdfclife.com) | [NRIService@hdfclife.com](mailto:NRIService@hdfclife.com) (For NRI customers only) Visit – [www.hdfclife.com](http://www.hdfclife.com).  
CIN:L65110MH2000PLC128245.  
Helpline number: 18602679999 (Local charges apply)

Sample Copy

**POLICY DOCUMENT- HDFC Life Click 2 Wealth**

**A UNIT LINKED NON PARTICIPATING LIFE INSURANCE PLAN**

**Unique Identification Number: <<101L133V01>>**

**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.**

Your Policy is a non participating individual Unit Linked Endowment Life Insurance Policy. This document is the evidence of a contract between HDFC Life Insurance Company Limited ('We' / 'Company') and the Policyholder ('You') as described in the Policy Schedule given below. This Policy is based on the Proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, << any response given to the Short Medical Questionnaire (SMQ) or Declaration of Good Health (DOGH) 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 upon receipt and realisation, by the Company, of the consideration payable as First Premium under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

**POLICY SCHEDULE**

Policy number: &lt;&lt;&gt;&gt;

Client ID: &lt;&lt;&gt;&gt;

**Policyholder Details**

<b>Name</b>	<<>>
<b>Address</b>	<<>>

**Life Assured Details**

<b>Name</b>	<<>>
<b>Address</b>	<<>>
<b>Date of Birth</b>	<< dd/mm/yyyy >>
<b>Age on the Date of Risk Commencement</b>	<<>> years
<b>Age Admitted</b>	<<Yes/No>>

**Policy Details**

<b>Date of Commencement of Policy</b>	<<Date>>
<b>Date of Risk Commencement</b>	<< RCD >>
<b>Date of Issue/Inception of Policy</b>	<< First Issue Date>>
<b>Plan Option Chosen</b>	<<Invest Plus Option/Premium Waiver Option/Golden Years Benefit Option>>
<b>Premium Due Date(s)</b>	<<dd /month>>
<b>Sum Assured</b>	Rs. <<>>
<b>Annualised Premium/ Single Premium*</b>	Rs. <<>>
<b>Policy Term</b>	<<>> years
<b>Premium Paying Term</b>	<<>> years
<b>Frequency</b>	<< Annual/Half-yearly/ Quarterly/ Monthly/Single>>
<b>Premium per Frequency* of Premium Payment</b>	Rs. <<>>
<b>Grace Period</b>	<< 15 (for Monthly mode) 30 (for other modes) >> days
<b>Fund</b>	<< Fund Name 1 - % Allocation>><< Fund Name 2 - % Allocation >><< Fund Name 3 - % Allocation >>
<b>Expiry Date of Lock-in Period</b>	<< 5 years from RCD >>
<b>Final Premium Due Date</b>	<< dd/mm/yyyy >>
<b>Maturity Date</b>	<< dd/mm/yyyy >>

\*The Premium amount is excluding any applicable taxes and levies applicable on the Premium. Amount of taxes and levies will be charged at actual as per prevalent rate.

**Minimum Values Required#**

<b>Partial Withdrawal Amount</b>	Rs. XX
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Note: Kindly note that name of the Company has changed from "HDFC Standard Life Insurance Company Limited" to "HDFC Life Insurance Company Limited".

**NOMINATION SCHEDULE**

<b>Nominee's Name</b>	<<Nominee-1 >>	<<Nominee-2 >>
<b>Nominee's Relationship with the Life Assured</b>	<<>>	<<>>
<b>Date of Birth of Nominee</b>	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
<b>Nominee's Age</b>	<<>> years	<<>> years
<b>Nomination Percentage</b>	<<>> %	<<>> %
<b>Nominee's Address</b>	<<>>	<<>>
<b>Appointee's Name</b> (Applicable where the Nominee is a Minor)	<<>>	
<b>Date of Birth of Appointee</b>	<< dd/mm/yyyy >>	
<b>Appointee's Address</b>	<<>>	

Signed at Mumbai on <<>>  
For HDFC Life Insurance Company Limited

Authorised Signatory

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) Appointee – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the Death Benefit under this Policy on the death of the Life Assured while the Nominee is a minor;
- 2) Assignee – means the person to whom the rights and benefits under this Policy are transferred by virtue of assignment under section 38 of the Insurance Act, 1938, as amended from time to time;
- 3) Assignment – means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time;
- 4) Authority - means Insurance Regulatory and Development Authority of India (IRDAI).
- 5) Charges - means or refers to Premium Allocation Charge, Policy Administration Charge, Fund Management Charge, Mortality Charge, Premium Redirection Charge, Statutory Charge, Switching Charge, Partial Withdrawal Charge, Discontinuance Charge, taxes and levies as applicable.
- 6) Claimant – means Policyholder/ Nominee/ Appointee/Assignee and where there is none, as per applicable laws
- 7) Company, company, Insurer, Us, us, We, we, Our, our – means or refers to HDFC Life Insurance Company Limited.
- 8) 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.
- 9) Date of Discontinuance – means the date on which the intimation is received from the Policyholder about the discontinuance of the Policy or surrender of the Policy or on the expiry of the notice period of 30 days, whichever is earlier.
- 10) Date of Inception - means the date, as stated in the Policy Schedule, on which the Policy is first issued;
- 11) Date of Risk Commencement - means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences for all lives including minors;
- 12) Death Benefit - means the amount which is payable on death of life assured in accordance with Part C.
- 13) Discontinuance of Policy – means the Policy wherein the Policyholder has discontinued the payment of Regular/Limited Premium during the first five (5) Years of the Policy term and as a result of which the Policy has been subject to the action as per Part D clause 1(1)
- 14) Distance Marketing - includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone-calling; (ii) Short Messaging service (SMS); (iii) Electronic mode which includes e-mail, internet and interactive television (DTH); (iv) Physical mode which includes direct postal mail and newspaper & magazine inserts; and, (v) Solicitation through any means of communication other than in person.
- 15) Free Look period – means the period specified under Part D clause 9 from the receipt of the Policy during which Policyholder can review the terms and conditions of this Policy and where if the Policyholder is not agreeable to any of the provisions stated in the Policy, he/ she has the option to return this Policy.
- 16) Funds - means each of the Funds earmarked by the Company for Unit Linked business and available to this product.
- 17) 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.
- 18) Grace Period - means a period of fifteen (15) days if the mode of payment of Premium is monthly and thirty (30) days for other than monthly mode, commencing from the date on which the Premium was due.
- 19) 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.
- 20) Maturity Benefit - Maturity Benefit means the amount payable on the Maturity Date in accordance with Part C.
- 21) Maturity Date – means the date stated in the Policy Schedule, on which the Policy Term expires and this Policy terminates;
- 22) Minor – means for purpose of this Policy any person who is below 18 years of age;
- 23) NAV – means Net Asset Value of a unit linked fund which 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)
- 24) Nominee(s) – means the person named by you where you are the Life Assured and such person shall be registered with us in accordance with the Nomination Schedule, and shall be authorized to receive the Death Benefit under this Policy, on the death of the Life Assured;
- 25) Partial Withdrawal - means option available to the Policyholder to withdraw units from the accumulated fund value after completion of 5 years as per the provisions stated in the Policy.
- 26) Policy Anniversary – means the annual anniversary of the Date of Risk Commencement;
- 27) Policy document – means this contract of insurance including the Schedule which has been issued on the basis of the Proposal Form, other representations and documents submitted by You and/or the life assured and including the endorsements issued by Us.
- 28) Policyholder, You, you, your – means or refers to the Policyholder stated in the Policy Schedule.
- 29) Policy Term – means the term of the Policy as stated in the Policy Schedule.
- 30) Proposer - means or refers to person who submits an application for insurance;
- 31) Schedule - means the latest schedule (including any endorsements) We have issued in connection with this Policy.
- 32) Premium/Single Premium – means an amount stated in the Policy Schedule, payable by you to us in the manner stated in the Policy Schedule, to secure the benefits under this Policy, excluding applicable Taxes and levies.
- 33) Premium Paying Term – means the period as stated in the Policy Schedule, over which Premiums are payable;
- 34) Premium Payor – means the person who pays the premium instalments payable under the policy.
- 35) 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.
- 36) Surrender - means complete withdrawal/ termination of the entire Policy.
- 37) Surrender Value - means an amount, if any, that becomes payable in case of Surrender of the Policy in accordance with the terms and conditions of the Policy.
- 38) Switching is the process of moving the full or part of units from one segregated fund/s to any other segregated fund/s available under the Policy.
- 39) Top up Premium - means any additional premium paid under the Policy in accordance with Part D Clause 5.
- 40) Top up Sum Assured - means the additional sum assured in respect of Top up Premium, calculated in accordance with Part D Clause 5.
- 41) Total Fund Value – means Fund Value pertaining to Regular/Limited/Single Premium plus the Fund Value pertaining to Top-up Premium/s paid, if any.
- 42) Underwriting – Means the process of assessment of risk to determine the conditions under which the risk can be accepted on the proposed life assured;
- 43) 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.
- 44) Unit Price – means the Net Asset Value (NAV) per Unit of the Funds.

## Part C

### 1. Benefits:

There are three Plan Options available to the Policyholder. The Policyholder can choose from any one of these three Plan Options at the time of Inception of Policy. Once the Plan Option is chosen by the Policyholder, it cannot be altered throughout the Policy Term.

#### Plan Options

##### (1) Invest Plus Option

###### For Single Pay Policy:

Death Benefit: If the Life Assured dies during the Policy Term, subject to Policy being in force, the Death Benefit payable to the Policyholder/Assignee/Nominee shall be the highest of the following:

- (i) Total Sum Assured less an amount\* for partial withdrawals made, if any (as detailed below), where Total Sum Assured is Basic Sum Assured plus any additional Sum Assured in respect of Top-ups; or
- (ii) Total Fund value; or
- (iii) 105% of Single Premium.

\*The partial withdrawals to be deducted from the Total Sum Assured shall be:

- For death before attaining age 60: all partial withdrawals (except from the top-up fund value) made during the two year period immediately preceding the date of death.
- For death on or after attaining age 60: all partial withdrawals (except from the top-up fund value) made within two years before attaining age 60 and all the partial withdrawals made after attaining age 60.

Maturity Benefit: Upon survival of the Life Assured till the Maturity Date, subject to Policy being in-force on the Maturity Date, the risk cover shall cease and Unit Fund Value shall be payable to the Policyholder/Assignee.

##### For Limited Pay and Regular Pay Policy:

Death Benefit: If the Life Assured dies during the Policy Term, subject to Policy being in force and all due Premiums have been paid, the Death Benefit payable to the Policyholder/Assignee/Nominee shall be the highest of the following:

- (i) Total Sum Assured less an amount\* for partial withdrawals made, if any (as detailed below), where Total Sum Assured is Basic Sum Assured plus any additional Sum Assured in respect of Top-ups; or
- (ii) Total Fund value; or
- (iii) 105% of total Premiums paid.

\*The partial withdrawals to be deducted from the Total Sum Assured shall be:

- For death before attaining age 60: all partial withdrawals (except from the top-up fund value) made during the two year period immediately preceding the date of death
- For death on or after attaining age 60: all partial withdrawals (except from the top-up fund value) made within two years before attaining age 60 and all the partial withdrawals made after attaining age 60

For a reduced paid-up Policy, the Death Benefit payable to the Policyholder/Assignee/Nominee shall be the highest of the following:

- (i) Paid up Sum Assured; or
- (ii) Total Fund value; or
- (iii) 105% of total Premiums paid;

Paid-Up Sum Assured is defined in Part D Clause 1(2)(2)(c).

Maturity Benefit: Upon survival of the Life Assured till the Maturity Date, subject to Policy being in-force on the Maturity Date, the risk cover shall cease and Unit Fund Value shall be payable to the Policyholder/Assignee.

##### (2) Premium Waiver Option

This option is available for limited pay and regular pay only.

###### Death Benefit:

##### On the Death of the Policyholder (who is different from the Life Assured)

Under this option, on the death of the Policyholder (who is different from the Life Assured), all future Premiums are waived off, and the Policy continues with risk cover on the Life Assured till the end of the original Policy Term.

On each future Premium due date(s), an amount equal to the modal Premium, shall be credited to the Policyholder's Fund Value. The Life Assured becomes the Policyholder and the Policy shall continue until maturity with risk benefits continued on the life of the Life Assured. Upon maturity, the Maturity Benefit shall become payable. In case the Life Assured is minor at the time of death of Policyholder, the new Policyholder can be the surviving parent/legal guardian of the Life Assured, till the Life Assured attaining age of 18 years.

##### On the Death of the Life Assured

If the Life Assured dies during the Policy Term, subject to Policy being in force and all due Premiums have been paid, the Death Benefit payable to the Policyholder/Assignee/Nominee shall be the highest of the following:

- (i) Total Sum Assured less an amount\* for partial withdrawals made, if any (as detailed below), where Total Sum Assured is Basic Sum Assured plus any additional Sum Assured in respect of Top-ups; or
- (ii) Total Fund value; or
- (iii) 105% of total Premiums paid.

\*The partial withdrawals to be deducted from the Total Sum Assured shall be:

- For death before attaining age 60: all partial withdrawals (except from the top-up fund value) made during the two year period immediately preceding the date of death
- For death on or after attaining age 60: all partial withdrawals (except from the top-up fund value) made within two years before attaining age 60 and all the partial withdrawals made after attaining age 60

For a reduced paid-up Policy, the Death Benefit payable to the Policyholder/Assignee/Nominee shall be the highest of the following:

- (i) Paid up Sum Assured; or
- (ii) Total Fund value; or
- (iii) 105% of total Premiums paid;

Paid-Up Sum Assured is defined in Part D Clause 1(2)(2)(c).

Maturity Benefit: Upon survival of the Life Assured till the Maturity Date, subject to Policy being in-force on the Maturity Date, the risk cover shall cease and Unit Fund Value shall be payable to the Policyholder/Assignee.

##### (3) Golden Years Benefit Option

This option is available for limited pay only.

Death Benefit: If the Life Assured dies during the Policy Term, subject to Policy being in force and all due Premiums have been paid, the Death Benefit payable to the Policyholder/Assignee/Nominee shall be the highest of the following:

- (i) Total Sum Assured less an amount\* for partial withdrawals made, if any (as detailed below), where Total Sum Assured is Basic Sum Assured plus any additional Sum Assured in respect of Top-ups; or
- (ii) Total Fund value; or
- (iii) 105% of total Premiums Paid

\*The partial withdrawals to be deducted from the Total Sum Assured shall be:

- For death before attaining age 60: all partial withdrawals (except from the top-up fund value) made during the two year period immediately preceding the date of death.
- For death on or after attaining age 60: all partial withdrawals (except from the top-up fund value) made within two years before attaining age 60 and all the partial withdrawals made after attaining age 60.

For a reduced paid-up Policy, the Death Benefit payable to the Policyholder/Assignee/Nominee shall be the highest of the following:

- (i) Paid up Sum Assured; or
- (ii) Total Fund value; or
- (iii) 105% of total Premiums paid.

Paid-Up Sum Assured is defined in Part D Clause 1(2)(2)(c).

Maturity Benefit: Upon survival of the Life Assured till the Maturity Date, subject to Policy being in-force on the Maturity Date, the risk cover shall cease and Unit Fund Value shall be payable to the Policyholder/Assignee.

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

Upon payment of Death Benefit on Life Assured or the Maturity Benefit, the Policy terminates and no further benefits are payable.

### 3. 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.
- iii. If the Policy has been assigned, all Benefits shall be payable to the Assignee.
- iv. In case of any unique situation or doubt the Company's decision will be final and binding.
- v. If the Life Assured is less than 18 years of age on the Date of Commencement of Policy, then immediately and automatically upon the Life Assured attaining the age of 18 years:

(a) The Policy shall vest in the Life Assured;

(b) The Life Assured shall solely become entitled to exercise any and all rights of the Policyholder in relation to the Policy; and

(c) The Life Assured shall solely become entitled to accept and obliged to discharge any and all obligations of the Policyholder under this Policy.

d) For Premium Waiver Option in case the Life assured is a minor then on attaining age 18 years, the Life Assured automatically becomes the Policyholder and the erstwhile Policyholder continues to be the Premium Payor under the Policy.

e) If Policyholder dies when the Life Assured is less than 18 years of age, then the Policy shall, on the submission of the necessary application and supporting documents as required by Us, vest in the surviving parent/legal guardian of the Life Assured till he/she attains 18 years of age..

### 4. Return of Mortality Charge

At maturity, the sum total of mortality charges\* deducted in respect of the life cover throughout the Policy (including mortality charge deducted on top-up Sum Assured as applicable) will be added to the Fund Value.

For Golden Years Benefit Option, which is whole of life option, the total amount of mortality charges will be added to the Fund Value at the end of Policy year coinciding or immediately following 70<sup>th</sup> birthday of Life Assured.

Return of Mortality Charge will not be applicable in case of a surrendered, discontinued or paid-up Policy and will be payable provided all due Premiums have been paid. Return of Mortality Charge will not be available for the Policies where the Waiver of Premium Benefit is triggered due to death of the Policyholder.

\*excluding extra mortality charge, mortality charge on account of waiver of Premium, taxes levied on mortality charge as applicable

**5. Special Additions**

For Regular and Limited Pay Policies, 1% of your Annualised Premium shall be added to the Fund Value at the time of allocation of Premium for first 5 Policy years.

For Single Pay Policies, 1% of your Single Premium shall be added to the Fund Value once during Premium allocation.

Special Additions will be available under all three Plan Options.

**6. Payment and cessation of Premiums**

- (1) The first Premium must be paid along with the submission of your completed application. Subsequent Premiums are due in full on the due dates as per the frequency set out in your Policy Schedule.
- (2) Premiums under the Policy can be paid on yearly, half-yearly, quarterly or monthly basis as per the chosen frequency and as set out in the Policy Schedule or as amended subsequently.
- (3) 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.
- (4) If you have chosen monthly Premium payment frequency, we may collect first 3 months Premium along with the Proposal Form.
- (5) 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.
- (6) 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 dates, for the Premiums which are paid before the due date.
- (7) 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.
- (8) 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.
- (9) 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) .
- (10) Premiums are payable by You without any obligation on us to issue a reminder notice to You.

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

Upon the exit by you from the Policy at any time on or 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 Claw-back Additions to the Fund before payment of Benefits to ensure compliance with the reduction in yield requirements as specified in Regulation 37(d) of IRDAI (Linked Insurance Products) Regulations, 2013.

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



## Part D

### 1. Policy Discontinuance due to Non Payment of Premiums and Revival

#### (1) Discontinuance before the completion of five Policy years

The following provisions are applicable for policies other than Single Premium policies.

(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. Option 1 - to revive the Policy within a period of 2 years from the date of discontinuance, or
- ii. Option 2 - to completely withdraw from the Policy without any risk cover and receive the discontinuance value at the end of the lock-in period of 5 Policy years. The option chosen by You should be communicated to us within 30 days of receipt of such notice. Till the expiry of the notice period of 30 days or till you exercise one of the options, as mentioned above, whichever is earlier, the Policy risk cover will remain in-force and Policy charges will continue to be deducted.

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

Option	Treatment
Revival (Option 1)	<p>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.</p> <p>At the time of revival: We shall collect all due and unpaid Premiums without charging any interest.</p> <p>Risk cover will be restored and Your Policy's 'Discontinued Policy Fund' value shall be reallocated to investment funds as chosen by you at the then prevailing Unit Prices at the time of revival.</p> <p>If you exercise option (1) within the notice period of thirty days the risk cover will cease and the fund value shall be credited to the discontinued Policy fund.</p> <p>If you exercise option (1) but do not revive the Policy within 2 years from date of discontinuance the proceeds of the discontinued Policy shall be refunded only upon completion of the lock-in period of 5 Policy years or revival period, whichever is later.</p>
Withdrawal (Option 2)	<p>The risk cover will cease immediately and your Policy will be discontinued.</p> <p>The Unit Fund Value as on the Date of Discontinuance will be moved to 'Discontinued Policy Fund'.</p> <p>The proceeds from the 'Discontinued Policy Fund' for your Policy will be refunded on the completion of the Lock-in Period.</p>

If You do not revert to us within 30 days of receipt of the notice, 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 Authority. The current applicable minimum guaranteed rate of interest specified by the Authority is 4% p.a. A Fund Management Charge of 0.50% p.a., charged daily, will be levied on the 'Discontinued Policy Fund'. This may be subject to change as notified by the Authority from time to time. The excess income earned in the discontinued fund over and above 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.

(4) In case of death of the Life Assured before the revival of a discontinued Policy or before the payment of proceeds from 'Discontinued Policy Fund', the amount in the 'Discontinued Policy Fund' will be paid out to the Nominee upon death.

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

#### (2) Discontinuance on or after the completion of five Policy years

The following provisions are applicable only for policies other than Single Premium policies and Limited Premium (5 years) policies:

(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:

- Option 1 - to revive the Policy within a period of 2 years from the date of discontinuance of Premiums, or
- Option 2 - to completely withdraw from the Policy without any risk cover, or
- Option 3 - to convert the Policy into a paid-up Policy.

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 Schedule of Charges will continue to be deducted on the Policy during this period.

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

- a. If You choose to revive the Policy (Option 1), 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 (Option 2), the Policy shall terminate and the Fund Value shall be paid out immediately.
- c. If You choose to convert the Policy into a paid-up Policy (Option 3), the Policy shall continue to offer cover with 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. A paid-up Policy will continue as per the Policy Terms and conditions and charges shall continue to be deducted.

(3) If You do not revert to us within 30 days of receipt of the notice, 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.

### 2. Surrender

(1) On request of surrender, the risk benefits shall cease with immediate effect.

(2) If the Policy is surrendered before the completion of five Policy years:

- (i) If the Policy is surrendered before the completion of five Policy years, the amount will be moved to the Discontinued Policy Fund. A Fund Management Charge of 0.50% p.a., charged daily, will be levied on the 'Discontinued Policy Fund'.
- (ii) The Fund Value allocated to the Discontinued Policy Fund, with accrued interest, will be paid out to the Policyholder, or Nominee, if applicable, on completion of the Lock-in Period.
- (iii) Upon payment of this benefit, the Policy terminates and no further Benefits are payable.
- (iv) In case of occurrence of death of Life Assured before the payment of the Surrender benefit, the amount in the Discontinued Policy Fund will be paid out immediately, the Policy will terminate and no further benefits shall be payable.

(3) If the Policy is surrendered on or after the completion of the five Policy years, the Fund Value will be payable upon payment of the benefit, the Policy shall terminate and no further benefits will be payable.

### 3. Fund Switches:

(1) 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 Fund or Funds.

(2) You may choose any investment linked Fund which is available to this product and which we have not withdrawn or closed.

(3) We may delay switching Funds in line with Part F Clause 7 (Force Majeure).

### 4. Partial Withdrawals:

(1) You have the option of making Partial Withdrawals at any time after the first 5 years, subject to the Life Assured being at least 18 years of age.

(2) You can also submit a request for systematic (recurring) partial withdrawals during the Policy Term by specifying the amount, frequency and duration of withdrawal.

(3) Top-up premiums once paid cannot be withdrawn from the fund for a period of 5 years from the date of payment of the Top-up premium, except in case of complete surrender of the Policy

(4) The fund value after withdrawal should not fall below 150% of annualized premium for limited/regular premium paying policies and 25% of Single Premium for single premium policies.

(5) Following a Partial Withdrawal, the Policy continues to be in-force and all benefits under Part C Clause 1 and conditions remain unaltered.

(6) We will deduct any taxes and/or levies from payments if we are required to do so by the relevant authorities.

(7) We may delay making a payment from the Funds in line with Part F Clause 7 (Force Majeure).

### 5. Top-Up:

You have the option of paying top-up Premiums at any time before the last 5 years subject to the total top-up Premiums not exceeding the sum total of the regular/limited Premiums paid at that point of time or initial Single Premium paid. Top-Up Premium will carry a Sum Assured of 125% of the amount of Top-Up Premium.

### 6. Settlement Option:

(1) The Policyholder has the option to take the Fund value payable as Maturity Benefit under Part C above in periodical instalments over a settlement period of 5 years after the Maturity Date subject to terms and conditions mentioned below.

(2) To be eligible to avail the settlement option, the Fund Value at Maturity should be greater than or equal to Rs 1 Lakh.

(3) The Policyholder shall be given a choice to decide the payout frequency and the settlement period at the time of opting for the settlement option. The payout frequency and the settlement period once selected cannot be altered any time. The units will be redeemed systematically in equal instalments during the settlement period. This is illustrated further with 3 examples:

Example	Payout frequency	Settlement period	Total number of instalments	Proportion of units redeemed per instalment (% of number of units at maturity date)
1	Annual	4 years	4	25%
2	Quarterly	1 year	4	25%
3	Semi-annual	5 years	10	10%

(4) The first instalment shall be payable on the date of maturity.

- (5) The risk cover shall cease and the Fund shall continue to be invested during the settlement period.
  - (6) The only charge levied on the Fund during the settlement period is the Fund Management Charge.
  - (7) The Policyholder will be unable to exercise any partial withdrawals or switches during the settlement period.
  - (8) During the settlement period, the Policyholder shall have an option to withdraw the entire fund value at any time.
  - (9) No further benefits will be payable after this payment.
- 7. Premium Redirection:**
- (1) The Funds in which new Premiums are invested can be changed at any time. You can ask for some or all of your future Premiums to be allocated to Units in different Funds that are available to this product. Premiums will only be applied as per the revised instructions if we accept those instructions before the Cut-off time for that Premium.
  - (2) We will act on instructions to change the Fund choice for future Premiums subject to receipt of all necessary information required to process the change of Fund and our satisfaction that the information received is correct.
- 8. Loans**  
There is no facility of loan available from us under this Policy.
- 9. 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 (original Policy Document is not required for policies in dematerialised form), 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 (if any).
- 10. 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 at any time. Proper notification of any changes would be made to the Authority and prior approval will be sought before any change is made.

- (1) Premium Allocation Charge:  
Nil.
- (2) Policy Administration Charge:  
Nil.
- (3) Fund Management Charge:  
The Fund Management Charge is 0.80% p.a. of the Fund Value for Liquid Fund and 1.35% p.a. of the Fund Value for all other Funds, charged daily. This charge can be changed by Us subject to the maximum cap allowed by Authority. The Fund Management Charge for Discontinued Policy Fund shall be 0.50% p.a.
- (4) Mortality Charge:  
Mortality charge is calculated as the Sum at Risk multiplied by the appropriate risk benefit charge rate. This charge will be deducted monthly by cancellation of units. The Sum at Risk is Death Benefit less Fund Value. The Sum at Risk for Premium Waiver Option will be Present Value of Future Premiums discounted at 5%.  
The Mortality Charges are specified in Appendix-1.
- (5) Discontinuance Charges:  
Nil.
- (6) Statutory Charges:  
The Statutory Charges shall include taxes and levies as applicable on or in respect of this Policy. This tax will be determined by the Government of India in accordance with legislation applicable at the time of providing service.
- (7) Premium Redirection Charges:  
There are no Premium Redirection Charges under this Policy.
- (8) Switching Charges:  
There are no Switching Charges under this Policy.
- (9) Partial Withdrawal Charges:  
There are no Partial Withdrawal Charges under this Policy.

### 2. Investment Linked Fund

- (1) The Policyholder may choose to invest in one or more Fund options.
  - (i) Fund descriptions of the Funds currently available are listed below, the same may be revised in future. Appendix-2 enumerates investment pattern of such Funds in the tabular format.
    - a) 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.
    - b) 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. The Fund will invest at least 80% of its assets in companies which have a market capitalization greater than the company with the least weight in BSE100 index. The Fund may also invest up to 20% in Money Market Instruments/Cash and Deposits.
    - c) Diversified Equity Fund - The Diversified Equity Fund aims to generate long term capital appreciation by investing in high potential companies across the market cap spectrum while taking active asset allocation calls in Equity, Government Securities, Money Market Instruments, Cash etc.
    - d) Bond Fund - The Bond Fund aims to dynamically manage the allocation between Government Securities, Fixed Income instruments, Money Market instruments and Cash with the intent to dynamically manage the duration at a level that delivers superior risk adjusted returns.
    - e) Discovery Fund - The Fund aims to deliver long term growth of capital by investing predominantly in mid-cap companies. The fund will invest up to 100% in mid-cap stocks which are defined as stocks with market cap falling within the market capitalisation range in the underlying benchmark Nifty free float midcap index (getting renamed as Nifty Midcap 100 index). The fund can also invest up to 25% of the portfolio in stocks falling outside the mid-cap index market cap range. The fund may also invest up to 10% of the portfolio in fixed income instruments, money market instruments, cash, deposits and liquid mutual funds.
    - f) Liquid Fund - The Liquid fund invests 100% in bank deposits and high quality short-term money market instruments. The fund is designed to be cash secure and has a very low level of risk; However unit prices may occasionally go down due to the use of short-term money market instruments.
    - g) Equity Advantage Fund - The Fund aims to deliver long term growth of capital through diversified investments in equity and equity linked securities of companies across the market capitalisation spectrum. The fund may also invest upto 20% of the portfolio in fixed income instruments, money market instruments, cash, deposits and liquid mutual funds.
    - h) 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 Fund will invest in stocks which have a market capitalization equal to or lower than the market capitalization of the highest weighted stock in the NSE CNX Midcap Index. The Fund may also invest up to 20% in Money Market instruments/Cash and Deposits.

#### 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).

The definition of Money Market Instruments is as given in the IRDAI (Investment) Regulations 2016 (1st August 2016).

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 (Investment) Regulations 2016, Section 3 (b) (3)).

- (2) Unit Prices will be published on our Company's website, on the Life Insurance Council's Website and in leading national dailies
- (3) You can, through a secured login, access the value of policy wise units held by you in the format as per Form D02 prescribed under IRDAI Investment Regulations, 2016
- (4) 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.
- (5) Your Premium 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 the assets of each Fund will belong to us.
- (6) The assets that the Funds invest in will be selected by us at our sole discretion at all times.
- (7) We may close, withdraw, modify, split or combine Funds or introduce new Funds with prior approval from the Authority, 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.
- (8) 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.
- (9) 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.
- (10) We will add the income from the assets of an investment linked Fund to that Fund.
- (11) We can deduct from the assets of an investment linked Fund the amounts that are required to cover:
  - i. expenses, taxes and levies in respect of or due to the buying and selling of assets;
  - ii. part or all of any taxes and levies or other statutory/regulatory charge on us allocated to the Fund; and
  - iii. the Fund Management Charges described in the Schedule of Charges.
- (12) Risks of Investment in the Funds:
  - i. 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 responsible for the decisions made.
  - ii. HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life Click 2 Wealth 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.
  - iii. 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.
  - iv. There is no assurance that the objectives of any of the Funds will be achieved.
  - v. The past performance of any of the Funds does not indicate the future performance of these Funds.

### 3. 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.
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 instruction or the due date or the date of realisation of the amount by the Company, whichever is later.
<ul style="list-style-type: none"> <li>• Partial Withdrawal (if applicable)</li> <li>• Fund Switch (if applicable)</li> </ul>	Unit Price of the date of receipt of the request.
<ul style="list-style-type: none"> <li>• Free Look Cancellation</li> <li>• Death Claim</li> </ul>	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)

Type of Transaction	Applicable Unit Prices (Where transaction is received before Cut-off time)
	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, 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) In the event of the new application or proposal received on the last day of the financial year, the Unit Price of that day would be applicable. The Cut-off time shall not be applicable for such transactions.
- (5) The Units allocated shall be reversed in case of the non-realisation of the Premium amount.
- (6) We shall follow norms stated above for any transactions which are not specifically mentioned herein but involve allocation and redemption of Units.

**APPENDIX – 1**  
**Mortality Charges**  
**Effective Date: < RCD**

**Mortality Charges**

Mortality Charges are calculated every month based on the age of the Life Assured and on the date the charge is due. These charges are calculated as specified in Schedule of Charges.

Age Last Birthday	Risk Charges	Age Last Birthday	Risk Charges
0	4.4450	38	1.5490
1	3.8965	39	1.6670
2	2.9345	40	1.8025
3	2.2115	41	1.9590
4	1.6700	42	2.1400
5	1.2650	43	2.3495
6	0.9640	44	2.5925
7	0.7440	45	2.8735
8	0.5900	46	3.1970
9	0.4915	47	3.5665
10	0.4400	48	3.9825
11	0.4280	49	4.4435
12	0.4475	50	4.9455
13	0.4905	51	5.4830
14	0.5485	52	6.0505
15	0.6135	53	6.6425
16	0.6800	54	7.2555
17	0.7430	55	7.8880
18	0.7995	56	8.5425
19	0.8480	57	9.2250
20	0.8875	58	9.9435
21	0.9185	59	10.7090
22	0.9425	60	11.5335
23	0.9605	61	12.4305
24	0.9735	62	13.4140
25	0.9840	63	14.4965
26	0.9935	64	15.6905
27	1.0035	65	17.0085
28	1.0165	66	18.4615
29	1.0335	67	20.0610
30	1.0555	68	21.8185
31	1.0835	69	23.7455
32	1.1190	70	25.8545
33	1.1635	71	28.1590
34	1.2175	72	30.6730
35	1.2820	73	33.4120
36	1.3580	74	36.3940
37	1.4465	75	39.6370

**Current Annual Mortality Charge Rates**

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

**Maximum Mortality Charge Rates**

Mortality Rates stated above are guaranteed for the term of your Policy.

**APPENDIX – 2**  
**Investment Pattern in tabular format**

**FUND COMPOSITION**

FUND NAME, SFIN and OBJECTIVE	ASSET CLASS			RISK & RETURN RATING
	Money Market Instruments, Cash & Deposits*, Liquid mutual funds**	Government Securities, Fixed Income Instruments & Bonds	Equity	
	<b>FUND COMPOSITION</b>			
Diversified Equity Fund ULIF05501/08/13DivrEqtyFd101 To generate long term capital appreciation by investing in high potential companies across the market cap spectrum	0% to 40%	0% to 40%	60% to 100%	Very High
Blue Chip Fund ULIF03501/01/10BlueChipFd101 Exposure to large -cap equities & equity related instruments	0% to 20%	-	80% to 100%	Very High
Balanced Fund ULIF03901/09/10BalancedFd101 Dynamic Equity exposure to enhance the returns while the Debt allocation reduces the volatility of returns	0% to 20%	0% to 60%	40% to 80%	Moderate to High
Bond Fund ULIF05601/08/13Bond Funds101 Active allocation across all fixed income instruments	0% to 60%	40% to 100%	-	Moderate
Discovery Fund ULIF06618/01/18DiscvryFnd101 Long term capital growth by investing predominantly in mid-cap companies. The fund may invest upto 25% of the portfolio in stocks outside the mid-cap index capitalisation range. Upto 10% of the fund may be invested in Fixed income instruments, money market instruments, cash, deposits and Liquid mutual funds.	0% to 10%	0% to 10%	90% to 100%	Very high
Equity Advantage Fund ULIF06723/03/18EqtyAdvtdFd101 Long term capital growth through diversified investments in companies across the market capitalisation spectrum. Upto 20% of the fund may be invested in Fixed income instruments, money market instruments, cash, deposits and Liquid mutual funds.	0 to 20%	0 to 20%	80 to 100%	Very High
Liquid Fund ULIF00102/01/04LiquidFund101 The Liquid fund invests 100% in bank deposits and high quality short-term money market instruments	0to 100%	-	-	Very Low
Opportunities Fund ULIF03601/01/10OpprntnyFd101 Exposure to mid -cap equities & equity related instruments	0 to 20%	-	80 to 100%	Very High

The asset allocation for the Discontinued Policy Fund (SFIN:ULIF05110/03/11DiscontdPF101) shall be as per the prevailing regulatory requirements. Currently, the asset allocation is as follows:

- (i) Money Market Instruments: 0% to 40%
- (ii) Government Securities: 60% to 100%.

**4. Systematic Transfer Plan**

A Policyholder can choose to avail Systematic Transfer Plan described as follows:

- (i) Policyholder can invest all or some part of his investment in Bond Fund Liquid Fund and transfer a fixed amount in regular monthly instalments into any one of the following funds: Diversified Equity Fund, Blue Chip Fund, Discovery Fund, Balanced Fund, Equity Advantaged Fund or Opportunities Fund.
- (ii) The transfer will be done in 12 equal instalments. The transfer date can be either 1st or 15th of every month as chosen by the Policyholder.
- (iii) At the time of transfer, the required number of Units will be withdrawn from the fund chosen, at the applicable Unit value, and new Units will be allocated in the chosen destination fund.
- (iv) The Systematic Transfer Plan will be regularly processed for the Policyholder till the Company is notified, through a written communication, to discontinue the same. Systematic Transfer Plan will not apply if the source Fund Value is less than the chosen transfer amount.
- (v) No additional charges apply on selecting Systematic Transfer Plan.

- (vi) This strategy will be available only in the single and annual mode of payment.

## Part F

### 1. Suicide Exclusions

In case of death of Life Assured due to suicide within 12 months from the Date of Inception of the Policy or Date of Revival of the Policy, the Death Benefit payable to the Nominee or beneficiary shall be equal to the Unit Fund Value as available on the date of death. Any Charges recovered subsequent to the date of death shall be paid back to the Nominee or beneficiary along with the Death Benefit.

In case of death of the proposer, where proposer is different than life assured in the Premium Waiver option, due to suicide within 12 months, the Policy shall continue without the benefit of waiver of future premiums.

### 2. Alterations

- (1) The following alterations are available under this Policy: a) Fund Switches, b) Premium redirections, c) cancellation in the Free-Look Period, d) premium frequency, e) increase in premium payment term and f) increase in Policy term. The Premium paying frequency can be changed subject to the minimum Premium conditions.

- (2) The Annualised Premium, Sum Assured (other than the Policy becoming reduced paid-up) and Plan Option as specified in the Policy Schedule cannot be changed at any time. There can be no change in the fund options under the systematic transfer plan. The Policy Term and the Premium Paying Term cannot be decreased but can be increased subject to boundary conditions.

- (3) In case You have not provided proof of age of the Life Assured with the Proposal, You will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938, we shall take one of the following actions (i) if the Correct Age makes the Life Assured ineligible for this Policy, we will offer him suitable plan as per our Underwriting norms. If you do not wish to opt for the alternative plan or if it is not possible for us to grant any other plan, the Policy will stand cancelled from the date of issuance and the Fund Value will be returned and the Policy will terminate thereafter; or (ii) if the Correct Age makes the Life Assured eligible for the Policy, the revised mortality charges as per the Correct Age will be recovered from the next Policy Anniversary date. There could be a revision in the Sum Assured also depending on the Correct Age of the Life Assured. The provisions of Section 45 of the Insurance Act, 1938 shall be applicable.

### 3. Claim Procedure

- (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,
  - 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 (original Policy Document is not required for policies in dematerialised form).

Basic documentation for maturity claims:

- Original Policy document
- NEFT mandate / discharge voucher
- NEFT supporting
- KYC documents

- (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 Part F Clause 1 (Suicide Exclusions) and Part F Clause 8 (Incorrect Information and Non Disclosure) are not attracted,
  - The Policy has not been discontinued or surrendered or cancelled or terminated, and
  - All relevant documents in support of the claim have been provided to the Company. These would normally include the following:

Basic documentation for death claims:

- Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
- Original Policy (original Policy Document is not required for policies in dematerialised form);
- Original or copy Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar (attested by issuing authority);
- Claimant's identity and residence proof.

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

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

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

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

Note:

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

v. 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.(3)

### 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,
  - 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 Part F Clause 1 (Suicide Exclusions) and Part F Clause 8 (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,
    - Original Policy document,
    - Original or certified copy of death registration certificate,
    - Original or certified copy of certificate of doctor certifying death,
    - Original or certified copy of medical reports at the time of death and past medical records,
    - Claimant's identity and residence proof, and
    - 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.

### 5. Nomination

- (1) Under this Policy, the Policyholder can nominate a person as its Nominee to receive the Death Benefits under this Policy in accordance with Section 39 of the Insurance Act, 1938.
- (2) Any change in nomination can be made by the Policyholder at any time during the Policy Term by sending a written notice to the Company and by registering the same with the Company.
- (3) Where the Nominee is a Minor, the Policyholder is required to appoint an Appointee to receive the benefits under this Policy during the minority of the Nominee.
- (4) The Company does not accept any responsibility and/or express any opinion on the validity or legality of the nomination made by the Policyholder.
- (5) If the Nominee is not alive on the date of death of the Life Insured, then, the Policyholder's heirs/ estate shall be deemed to be the Nominee for receiving the Death Benefits under this Policy.

### 6. Assignment

- (1) The Policyholder can assign this Policy by an endorsement upon the Policy itself or by a separate instrument in accordance with Section 38 of the Insurance Act. For assigning this Policy, the Policyholder should submit a written request to the Company and upon receipt of such written request, the Company shall record the Assignment.
- (2) Any Assignment shall automatically cancel any nomination.
- (3) Assignment will not be permitted if the Policy is issued under the Married Women's Property Act, 1874.
- (4) The Company does not accept any responsibility and/or express any opinion on the validity or legality of any Assignment made by the Policyholder.
- (5) Upon the receipt of the notice of Assignment in writing, the Company shall record the information in relation to such Assignment and shall, on the request of the person by whom the notice was given, or of the Assignee, grant a written acknowledgment of the receipt of such notice.

### 7. 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 Authority.

### 8. Incorrect Information and Non-Disclosure

- (1) Your Policy is based on the application, declaration and other information provided by you/on your behalf to us. In case of fraud or misrepresentation including non-disclosure of any material facts, the Policy shall be cancelled immediately and the Surrender Value shall be payable, subject to the fraud or misrepresentation being established in accordance with Section 45 of the Insurance Act, 1938.
- (2) For your benefit, Section 45 of the Insurance Act, 1938 is reproduced below:

“No Policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no Policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the Policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policy-holder and that the Policy-holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

Provided that nothing in this section shall prevent the insurer from calling 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 that the age of the life insured was incorrectly stated in the proposal.”

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

- (1) This Policy is subject to-
  - (i) The Insurance Act, 1938,
  - (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 or if it becomes impossible or impractical to enact the provision / terms and conditions.
- (3) We are required to obtain prior approval from the Authority 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 Authority and other regulators from time to time.

**10. Jurisdiction:**

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

**11. Notices**

Any notice, direction or instruction given to Us, under the Policy, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to: HDFC Life Insurance Company Limited, 11<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

Registered Office: Lodha Excelus, 13<sup>th</sup> Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

Helpline number: 18602679999 (Local charges apply)

E-mail: service@hdfclife.com

Or such other address as may be informed by Us.

Similarly, any notice, direction or instruction to be given by Us, under the Policy, shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Company.

You are requested to communicate any change in address, to the Company supported by the required address proofs to enable the Company to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that correspondences from the Company are correctly addressed to the Policyholder at the latest updated address.

## Part G – Grievance Redress Mechanism

### 1. Complaint Resolution Process

(i) The customer can contact us on the below mentioned address in case of any complaint/grievance: Grievance Redressal Officer, HDFC Life Insurance Company Limited, 11th Floor, Lodha Excelus, Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai, Maharashtra – 400011, Helpline number: 18602679999 (Local charges apply) E-mail: service@hdfclife.com (ii) All grievances (Service and sales) received by the Company will be responded to within the prescribed regulatory Turn Around Time (TAT) of 14 days. (iii) Written request or email from the registered email id is mandatory. (iv) If required, we will investigate the complaints by taking inputs from the customer over the telephone or through personal meetings. (v) We will issue an acknowledgement letter to the customer within 3 working days of the receipt of complaint. (vi) The acknowledgement that is sent to the customer has the details of the complaint number, the Policy number and the Grievance Redressal Officer's name who will be handling the complaint of the customer. (vii) If the customer's complaint is addressed within 3 days, the resolution communication will also act as the acknowledgment of the complaint. (viii) The final letter of resolution will offer redressal or rejection of the complaint with the reason for doing so (ix) In case the customer is not satisfied with the decision sent to him or her, he or she may contact our Grievance Redressal Officer within 8 weeks of the receipt of the communication at any of the touch points mentioned in the document, failing which, we will consider the complaint to be satisfactorily resolved. (x) The following is the escalation matrix in case there is no response within the prescribed timelines or if you are not satisfied with the response. The number of days specified in the below-mentioned escalation matrix will be applicable from the date of escalation.

Level	Designation	Response Time
1st Level	Associate Vice President - Customer Relations	10 working days
2nd Level (for response not received from Level 1)	Sr. Vice President - Customer Relations	7 working days

You are requested to follow the aforementioned matrix to receive satisfactory response from us. (xi) If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Authority on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

**Email ID:** complaints@irda.gov.in; **Online-** You can register your complaint online at <http://www.igms.irda.gov.in/> **Address** for communication for complaints by fax/paper: Consumer Affairs Department, Insurance Regulatory and Development Authority of India, Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032 Fax No: 91-40- 6678 9768

2. **In the event you are dissatisfied with the response provided by us, you may approach the Insurance Ombudsman in your region. The details of the existing offices of the Insurance Ombudsman are provided below. You are requested to refer to the IRDAI website at "www.irdai.gov.in" for the updated details.**

#### a. Details and addresses of Insurance Ombudsman

- Ahmedabad:** Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in **Areas of Jurisdiction:** Gujarat, Dadra & Nagar Haveli, Daman and Diu.
- Bhopal:** Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in **Areas of Jurisdiction:** Madhya Pradesh, Chattisgarh
- Bhubaneswar:** Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in **Areas of Jurisdiction:** Orissa
- Bengaluru:** Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in **Areas of Jurisdiction:** Karnataka
- Chandigarh:** Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in **Areas of Jurisdiction:** Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
- Chennai:** Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in **Areas of Jurisdiction:** Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
- Delhi:** Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481 / 23213504 Email: bimalokpal.delhi@ecoi.co.in **Areas of Jurisdiction:** Delhi
- Guwahati:** Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in **Areas of Jurisdiction:** Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
- Hyderabad:** Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in **Areas of Jurisdiction:** Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
- Jaipur:** Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in **Areas of Jurisdiction:** Rajasthan
- Ernakulam:** Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in **Areas of Jurisdiction:** Kerala, Lakshadweep, Mahe-a part of Pondicherry

- Kolkata:** Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in **Areas of Jurisdiction:** West Bengal, Sikkim, Andaman & Nicobar Islands
- Lucknow:** Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in **Areas of Jurisdiction:** Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
- Mumbai:** Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in **Areas of Jurisdiction:** Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
- Pune:** Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in **Areas of Jurisdiction:** Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region
- Noida:** Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in **Areas of Jurisdiction:** State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpur, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
- Patna:** Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in **Areas of Jurisdiction:** Bihar, Jharkhand.

#### b. Power of Ombudsman-

- The Ombudsman shall receive and consider complaints or disputes relating to—
  - delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
  - any partial or total repudiation of claims by the Company ;
  - disputes over premium paid or payable in terms of insurance Policy;
  - misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
  - legal construction of insurance policies in so far as the dispute relates to claim;
  - Policy servicing related grievances against insurers and their agents and intermediaries;
  - issuance of life insurance Policy, general insurance Policy including health insurance Policy which is not in conformity with the proposal form submitted by the proposer;
  - non-issuance of insurance Policy after receipt of premium in life insurance; and
  - any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the Policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).
- The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
- The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
- The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Clause (c) provided herein below.

#### c. Manner in which complaint is to be made –

- Any person who has a grievance against the Company, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company complained against or the residential address or place of residence of the complainant is located.
- The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the Company against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
- No complaint to the Insurance Ombudsman shall lie unless—
  - the complainant makes a written representation to the Company named in the complaint and—
    - either the Company had rejected the complaint; or
    - the complainant had not received any reply within a period of one month after the Company received his representation; or
    - the complainant is not satisfied with the reply given to him by the Company;
  - The complaint is made within one year—
    - after the order of the Company rejecting the representation is received; or
    - after receipt of decision of the Company which is not to the satisfaction of the complainant; or

- iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company named fails to furnish reply to the complainant.
- 4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- 5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

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**Annexure I**

**Section 38 - Assignment or Transfer of Insurance Policies**

Assignment or transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- (1) This Policy may be transferred/assigned, wholly or in part, with or without consideration.
- (2) An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
- (3) The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- (4) The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- (5) The transfer or assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- (6) Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- (7) On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- (8) If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
- (9) The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is a. not bonafide or b. not in the interest of the Policyholder or c. not in public interest or d. is for the purpose of trading of the insurance Policy.
- (10) Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
- (11) In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- (12) The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- (13) Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except **a.** where assignment or transfer is subject to terms and conditions of transfer or assignment OR **b.** where the transfer or assignment is made upon condition that **i.** the proceeds under the Policy shall become payable to Policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR **ii.** the insured surviving the term of the Policy  
Such conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- (14) In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person **a.** shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and **b.** may institute any proceedings in relation to the Policy **c.** obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings.
- (15) Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

**Disclaimer: This is 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 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 III

#### 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.**