

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

**Canara HSBC Oriental Bank of Commerce Life Insurance Invest 4G**

**An Individual Linked Life Insurance cum Savings Plan**

**UIN – 136L064V02**

**PART - A**

**Welcome Letter**

{{OWNER\_NAME}}

Date: {{DATE\_OF\_ENTRY}}

{{GUARDIAN}}

{{PO\_M\_ADD\_1}}

{{PO\_M\_ADD\_2}}

{{PO\_M\_ADD\_3}}

{{PO\_M\_ADD\_CITY}}

{{PO\_M\_ADD\_STATE}} - {{PO\_M\_ADD\_PINCODE}}

{{PO\_M\_ADD\_COUNTRY}}

Contact No.: {{OWNER\_CONTACT}}

Your Policy Details	
Client ID.	{{Owner_Client_Id}}
Policy No.	{{Policy_Number}}
Proposal No.	{{Proposal_Number}}

Dear {{OWNER\_NAME}},

Welcome to the Canara HSBC Oriental Bank of Commerce Life Insurance family. We would like to congratulate You on purchasing **Canara HSBC Oriental Bank of Commerce Life Insurance Invest 4G**. This document is Your Policy Document and contains important information related to Your Policy. We would recommend that You read this document carefully to ascertain if the details mentioned are accurate.

If You wish to rectify any of the details provided by You in the Policy, then please get in touch with our **Resolution center: 1800-103-0003 / 1800-180-0003 (Toll free for BSNL/MTNL users)**. You can also **SMS Us at 9779030003** or write to Us at [customerservice@canarahsblife.in](mailto:customerservice@canarahsblife.in) and our representative will contact You at Your convenience.

We are confident that our product will meet Your requirements, however in case the Policy terms and conditions are not agreeable to You then You can opt for a cancellation of the Policy, in which case, We would request You to send back this Policy Document along with the reason for non-acceptance within 15 days (30 days in case the Policy is sourced through distance marketing mode i.e. any means of communication other than in person) from the date of receipt of this Policy Document. In case You opt for cancellation within the said period You will receive the Fund Value as on the date of such cancellation and any non-allocated Premium along with the charges deducted by cancellation of Units. This amount will be paid subject to deduction of the proportionate risk premium for the period of cover, stamp duty and medical expenses, if any. Please note that this facility is available only at the first instance, on receipt of the original Policy Document, and will not apply to duplicate Policy Document issued by the Company on your request.

As an added convenience for You, We offer an easy-to-navigate online system to manage Your Policy. Log on to our website [www.canarahsblife.com](http://www.canarahsblife.com) and register to start using this service.

In case of any claim related or other matters, You or the Claimant may contact Us at **Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**, 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India. You can also get in touch with Us on 1800-103-0003 /1800-180-0003 (BSNL/MTNL) or SMS Us at 9779030003 or write to Us at [customerservice@canarahsblife.in](mailto:customerservice@canarahsblife.in).

We request You to pay Your Premiums on due dates to enjoy uninterrupted Benefits under the Policy. Thank You for giving Us the opportunity to service Your insurance needs and We will ensure that We fulfill all Your Policy servicing needs.

Yours Sincerely,

**Chief Operating Officer**

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

**Policy Preamble**

This Policy Document evidences a contract between the Policyholder and the Company which has been issued on the basis of Your statements and declarations in the Proposal Form and other documents evidencing insurability of the Life Assured. This is an online Individual Linked Life Insurance cum Savings Regular/Limited Premium Paying policy which enables the Policyholder/Claimant to receive benefits subject to the terms and conditions stated herein. This Policy does not confer a right on You to participate or share the profits or surplus of the business of the Company.

This Policy Document is divided into numbered Clauses for ease of reference and reading. The Clause headings do not limit the Policy or its interpretation in any way. Reference to any legislation, Act, regulation, guideline, etc includes subsequent changes or amendments to the same. The terms 'You', 'Your' used in this document refer to the Policyholder and 'We', 'Us', 'Company', 'Our' refer to Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. The word "Authority" would refer to the Insurance Regulatory and Development Authority of India.

## Policy Schedule

Canara HSBC Oriental Bank of Commerce Life Insurance Invest 4G is an Individual Linked Life Insurance Savings cum Protection Regular/Limited Premium Paying plan. The Company shall pay benefits upon occurrence of one or more events mentioned in this Policy on receipt of proof that is satisfactory to the Company.

Policyholder Details		Life Assured Details
Name	{{OWNER_NAME}}	{{ASSURED_NAME}}
Date of Birth	{{OWNER_BIRTH_DATE}}	{{ASSURED_BIRTH_DATE}}
Age	{{OWNER_AGE}}	{{ASSURED_AGE}}
Gender	{{OWNER_GENDER}}	{{ASSURED_GENDER}}
Address	{{OWNER_ADDRESS}}	{{ASSURED_ADDRESS}}

### Policy Schedule Details

Policy Number	{{POLICY_NUMBER}}
Plan Name	{{PLAN_NAME}}
Plan Type	{{PLAN_TYPE}}
Policy Term (Years)	{{POLICY_TERM}}
Premium Payment Term (Years)	{{PREMIUM_PAYING_TERM}}
Installment Premium <sup>1</sup> (₹)	{{INSTALLMENT_PREMIUM}}
Age Admitted	{{AGE_ADMITTED}}
Risk Commencement Date	{{RISK_COMMENCEMENT_DATE}}
Policy Commencement Date	{{POLICY_COMMENCEMENT_DATE}}
Premium Payment Mode	{{POLICY_PAYMENT_MODE}}
Next Premium Due Date	{{NEXT_PREMIUM_DUE_DATE}}
Last Premium Due Date	{{LAST_PREMIUM_DUE_DATE}}

### Benefit Coverage Details

Benefit Option	{{LIFE_OPTION_OR_WHOLE_OF_LIFE_OPTION_OR_LIFE_OPTION_WITH_PREMIUM_FUNDING_BENEFIT}}
Sum Assured (₹)	{{SUM_ASSURED}}
Systematic Transfer Option	{{SYSTEMATIC_TRANSFER_OPT}}
Return Protector Option	{{RETURN_PROTECTOR_OPT}}
Auto Fund Rebalancing	{{AUTO_FUNDS_REBALANCING}}
Safety Switch Option	{{SAFETY_SWITCH_OPT}}
Maturity Date	{{MATURITY_DATE}}

### Nominee Details\*

Name	Gender	Age	Relationship with Life Assured	Percentage Share
{{NOMINEE_NAME_1}}	{{NOMINEE_GENDER_1}}	{{AGE_IN_YEARS}}	{{R'SHIP}}	{{% Share}}
{{NOMINEE_NAME_2}}	{{NOMINEE_GENDER_2}}	{{AGE_IN_YEARS}}	{{R'SHIP}}	{{% Share}}
{{NOMINEE_NAME_3}}	{{NOMINEE_GENDER_3}}	{{AGE_IN_YEARS}}	{{R'SHIP}}	{{% Share}}

\*Nominee details under Section 39 of Insurance Act, 1938 as amended from time to time.

Appointee Name (in case Nominee is minor)	{{APPOINTEE_NAME}}
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<sup>1</sup> Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme if any, as applicable from time to time, is included in the Premium/charges paid by the Policyholder.

**"On Examination of the Policy, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company."**

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. IRDAI Registration no: 136.**

**Registered Office:** Unit No. 208, 2nd Floor, Kanchenjunga Building, 18 Barakhamba Road, New Delhi - 110001, India

**Corporate Office:** 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India

## Statement of Account

<b>Policyholder</b>	{{OWNER_NAME_FPRCT}}
<b>Policy Number</b>	{{POLICY_NUMBER}}
<b>Transaction Date</b>	{{TRANSACTION_DATE}}

### Charges Deducted

<b>Installment Premium (₹)</b>	{{INSTALLMENT_PREMIUM}}
<b>Premium Allocation Charge (₹)</b>	{{PREMIUM_ALLOCATION_CHARGE}}
<b>Net Premium Invested (₹)</b>	{{NET_PREMIUM_INVESTED}}
<b>Policy Administration Charge (₹)</b>	{{POLICY ADMINISTRATION_CHARGE}}
<b>Risk Charges* (₹)</b>	{{MOTILITY_CHARGE}}
<b>Central Goods and Services Tax on Above Charges (₹)</b>	{{ CENTRAL GOODS AND SERVICE TAX }}
<b>State Goods and Services Tax/ Union Territory Goods and Services Tax on Above Charges (₹)</b>	{{ STATE GOODS AND SERVICE TAX/ UNION TERRITORY GOODS AND SERVICES TAX }}
<b>Integrated Goods and Services Tax on Above Charges (₹)</b>	{{ INTEGRATED GOODS AND SERVICE TAX }}
<b>Cess (es) /Other Levy on Above Charges(₹)</b>	{{ CESS (ES) /OTHER LEVY }}

\*Risk charges denotes mortality charges.

### Fund Details

Name of Fund	Initial Fund Allocation	No. of Units	NAV (₹)	Amount (₹)
Emerging Leaders Equity Fund	{{ EMERGING LEADERS EQUITY_FUND }}%	{{EMERGING LEADERS EQUITY_FUND_UNIT}}	{{EMERGING LEADERS EQUITY_FUND_NAV}}	{{EMERGING LEADERS EQUITY_FUND_AMT}}
India Multi-Cap Equity Fund	{{INDIA MULTI-CAP EQUITY_FUND}}%	{{INDIA MULTI-CAP EQUITY_FUND_UNIT}}	{{INDIA MULTI-CAP EQUITY_FUND_NAV}}	{{INDIA MULTI-CAP EQUITY_FUND_AMT}}
Equity II Fund	{{EQUITY_FUND}}%	{{EQUITY_FUND_UNIT}}	{{EQUITY_FUND_NAV}}	{{EQUITY_FUND_AMT}}
Growth Plus Fund	{{GROWTH_FUND}}%	{{GROWTH_FUND_UNIT}}	{{GROWTH_FUND_NAV}}	{{GROWTH_FUND_AMT}}
Balanced Plus Fund	{{BALANCE_FUND}}%	{{BALANCE_FUND_UNIT}}	{{BALANCE_FUND_NAV}}	{{BALANCE_FUND_AMT}}
Debt Fund	{{DEBT_FUND}}%	{{DEBT_FUND_UNIT}}	{{DEBT_FUND_NAV}}	{{DEBT_FUND_AMT}}
Liquid Fund	{{LIQUID_FUND}}%	{{LIQUID_FUND_UNIT}}	{{LIQUID_FUND_NAV}}	{{LIQUID_FUND_AMT}}
<b>Total Fund Value (₹)</b>	<b>{{TOTAL_ALLOCATION}}%</b>	As on transaction date: {{TRANSACTION_DATE}}		<b>{{TOTAL_FUND_VALUE}}</b>

Segregated Fund Index Number (SFIN):

- Emerging Leaders Equity Fund : ULIF02020/12/17EMLEDEQFND136,
- India Multi-Cap Equity Fund : ULIF01816/08/16IMCAPEQFND136,
- Equity II Fund : ULIF00607/01/10EQUITYIIFND136,
- Growth Plus Fund : ULIF00913/09/10GROWTPLFND136,
- Balanced Plus Fund : ULIF01013/09/10BLNCDPLFND136,
- Debt Fund : ULIF00409/07/08INDEBTFUND136,
- Liquid Fund : ULIF00514/07/08LIQUIDFUND136,

You can also access value of your policy wise units and fund wise NAV in the prescribed format (Form D02) on our Company's website.

To access the above mentioned details, you need to login/register on the Company's website i.e. [www.canarahsbclife.com](http://www.canarahsbclife.com) through "Login & Register" link. For first time registration, your email ID must be registered with us. If your email ID is not registered, please call us on toll free number to register

This is a computer generated statement and does not require signature.

## FIRST PREMIUM RECEIPT

Receipt Number: {{RECEIPT\_NUMBER}}

Date of Issue / {{FPR\_DATE}}

<b>Name of the Company</b>	{{NAME OF THE COMPANY}}
<b>Hub Address</b>	{{HUB ADDRESS}}
<b>Goods and Services Tax Identification Number</b>	{{GOODS AND SERVICES TAX IDENTIFICATION NUMBER OF HUB}}
<b>HSN Code</b>	{{HSN CODE}}
<b>Plan Name</b>	{{PLAN_NAME}}
<b>Policy Number</b>	{{POLICY_NUMBER}}
<b>Policyholder Name</b>	{{OWNER_NAME_FPRCT}}
<b>Policyholder Current Residential Address</b>	{{POLICY HOLDER CURRENT RESIDENTIAL ADDRESS}}
<b>Policyholder State/ Union Territory &amp; Code</b>	{{POLICY HOLDER STATE & CODE}}
<b>Goods and Services Tax Identification Number</b>	{{GOODS AND SERVICES TAX IDENTIFICATION NUMBER}}
<b>Life Assured Name</b>	{{ASSURED_NAME}}
<b>Premium Payment Mode</b>	{{POL_BILL_MODE_CD_FPRCT}}
<b>Sum Assured (₹)</b>	{{CVG_FACE_AMT_FPRCT}}

### Payment Related Information

<b>Installment Premium (₹)*</b>	{{CVG_MPREM_AMT_FPRCT}}
<b>Premium Allocation Charge (₹)</b>	{{PREMIUM_ALLOCATION_CHARGE}}
<b>Goods and Services Tax on Premium Allocation Charge<sup>1</sup>(₹)</b>	{{GOODS AND SERVICES TAX ON PREMIUM ALLOCATION CHARGE}}
<b>Total Premium Received (₹)</b>	{{TOTAL_PREMIUM_RECEIVED}}
<b>Balance Premium (₹)</b>	{{BALANCE_PREMIUM}}
<b>Next Premium Due Date</b>	{{DV_POL_NXT_PRM_DT_FPRCT}}

<sup>1</sup> Break-up of Goods and Services Tax on Premium Allocation Charge	(%) Rate	(₹) Amount
Central Goods and Services Tax		
State Goods and Services Tax/ Union Territory Goods and Services Tax		
Integrated Goods and Services Tax		
Cess (es)/Other levy		

\* You may be entitled to tax benefits under Section 80C as per the Income Tax Act, 1961. Tax benefits under the Policy will be as per the prevailing Income Tax laws and are subject to amendments from time to time. For tax related queries, please contact Your independent tax advisor. The amount indicated as balance premium, if any, will not earn any interest and will be adjusted towards future Premiums on the due date. Advance premiums paid, if any, will be appropriated towards Premium on the respective due dates.

The Installment Premium received by the Company, after deducting applicable premium allocation charges (if any) including Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme, if any, has been allocated to the Unit Linked Funds in the percentages indicated in the statement of account.

Company's Permanent Account Number AADCC1881F.

"Goods and Services Tax as above is not payable on reverse charge basis"

"Address of Delivery is same as that of place of supply"

**The commencement of risk in the Policy is subject to realization of Premium by the Company.**

<<Digital Signature>>

Chief Operating Officer

## Endorsements

Total Stamp Value (₹) / {{STAMP\_DUTY}}

"The appropriate stamp duty towards this policy is paid vide <<CRN Number>>"

**PART B**  
**Glossary of Important Terms**

**1. Age (Last Birthday)** The Life Assured's age at his/her last birthday, as on Policy Commencement Date

**2. Annualized Premium** The amount of Premium payable by You for the entire Policy Year.

**3. Appointee** The person named in the Policy Schedule, to receive the death benefit and give a valid discharge to Us on behalf of minor Nominee, in the event of death of the Life Assured.

**4. Assignee** The person to whom the rights and benefits of the Policy are transferred/assigned by You.

**5. Benefit(s)** Benefits as provided under Part C of this Policy Document.

**6. Benefit Option:** The benefit option chosen by You as at the Policy Commencement Date and accepted by Us as specified in the Policy Schedule.

**7. Business Day** Days other than holidays where stock exchanges with nationwide terminals are open for trade (other than day on which exchanges are open for testing) or any day declared by the Authority as Business Day.

**8. Claimant** Claimant means the Policyholder or Assignee. However, for payment of death benefit post death of Life Assured, Claimant means:  
Where the Policyholder and Life Assured are different, Claimant will be the Policyholder;  
Where Policyholder and Life Assured are same, Claimant will be the Nominee(s);  
Where Policyholder and Life Assured are same and there is no Nominee(s), then Claimant will be the Policyholder's legal heir or legal representative or the holder of a succession certificate.

**9. Discontinuance** The state of the Policy arising out of the surrender of the Policy or non-payment of the due Premium before the expiry of the Grace Period (specified in Part C), whichever is earlier. **Provided that** no Policy shall be treated as discontinued on non-payment of the said premium if, within the Grace Period, the Premium has not been paid due to the death of the Life Assured or upon the happening of any other contingency covered under the Policy.

**10. Discontinued Policy Fund (DPF) (ULIF01319/09/11POLDISCFND136)** The segregated fund maintained by Us into which Fund Values under policies which are surrendered or where Premium payment is discontinued during the Lock-in Period are credited subject to deduction of Discontinuance Charges, as applicable, to be paid out to You in accordance with IRDAI (Unit Linked Insurance Products) Regulations, 2019. We will levy only Fund Management Charge as mentioned in Part E. The amounts credited to the Discontinued Policy Fund will earn at least the Minimum Guaranteed Interest Rate. The excess income earned in the Discontinued Policy Fund over and above the Minimum Guaranteed Interest Rate will also be apportioned to the Discontinued Policy Fund in arriving at the proceeds of the discontinued policies and will not be apportioned to the shareholders of the Company.

**11. Financial Year** A period of 12 (Twelve) months commencing from April 1st every year.

**12. Fund Value** At any point in time, the total number of Units under the Policy multiplied by the applicable Unit Price.

**13. Grace Period** The time granted by Us from the due date for payment of Premium without any penalty/ late fee, during which time the Policy is considered to be in-force with risk cover without any interruption as per terms of the Policy.

**14. Life Assured** The person named in the Policy Schedule whose life is insured under the Policy.

**15. Lock-in Period** The period of 5 consecutive completed years from the date of commencement of the Policy, during which period the proceeds of the discontinued Policies cannot be paid by the Insurer to the Policyholder or to the Life Assured, as the case may be, except in the case of death or upon the happening of any other contingency covered under the Policy.

**16. Maturity Benefit(s)** The amount payable to You at the end of the Policy Term.

**17. Maturity Date** The date on which the specified Maturity Benefit is payable in accordance with the terms and conditions of the Policy.

**18. Minimum Guaranteed Interest Rate** The minimum guaranteed rate applicable to Discontinued Policy Fund as declared by the Authority from time to time. The current applicable interest rate is 4% per annum.

**19. Monthly Policy Anniversary** The date corresponding to the Policy Commencement Date occurring after the completion of every Policy Month.

**20. Net Asset Value ("NAV")** The market value of investments held under the Unit Linked Fund plus the value of any current assets less the value of any current liabilities and provisions, if any divided by number of Units existing on valuation date (before creation/redemption of Units). NAV will be calculated on all Business Days in accordance with the Authority's guidelines in-force from time to time.

**21. Nominee** The person(s) named in the Policy Schedule who is/are entitled to receive the benefits upon the death of the Life Assured.

**22. Paid-up Sum Assured** The amount calculated as Sum Assured multiplied by total number of Premiums paid divided by the total number of Premiums payable during the Policy Term.

**23. Policy** This contract of insurance entered between You and Us as evidenced by the Policy Document.

**24. Policyholder** The person named in the Policy Schedule who is the owner of the Policy.

**25. Policy Anniversary** The date corresponding to the Policy Commencement Date occurring after the completion of every Policy Year.

**26. Policy Document** Policy Document means and includes terms and conditions, the attached Policy Schedule, the Proposal Form and all endorsements issued by Us from time to time.

**27. Policy Month** One month period commencing from the Policy Commencement Date and each subsequent month thereafter during the Policy Term, which may be different from the calendar month.

**28. Policy Schedule** Policy Schedule in this Policy Document and any endorsements attached to and forming part of this Policy and if any updated Policy Schedule is issued, the Policy Schedule latest in time.

**29. Policy Term** The period for which insurance coverage is given as specified in the Policy Schedule.

**30. Policy Year** A period of 12 (Twelve) consecutive months' period commencing from the Policy Commencement Date and ending on the day immediately preceding the first Policy Anniversary and each subsequent period of 12 consecutive months thereafter during the Policy Term, which may be different from calendar year.

**31. Premium** The amount payable by You to Us, as specified in the Policy Schedule in exchange for Our obligation to pay the benefits as per terms and conditions of the Policy.

**32. Premium Funding Benefit** The benefit provided by Us under Life Option with Premium Funding Benefit, upon the death of the Life Assured as detailed in Clause 1.2.2.

**33. Proposal Form** An application form which is duly completed and submitted to Us by the Proposer for issuance of the Policy along with other statements, declarations and documents required by the Company.

**34. Reduced Paid-up State** The state of the Policy attained due to non-payment of due Premium after completion of Lock-in Period, wherein the Policy continues in this state till the end of the revival period unless revived, with the risk cover and charges continuing as per the terms and conditions of the Policy.

**35. Revival Period** It means period during which You will be entitled to revive the Policy which was discontinued due to the non-payment of Premium. The period is determined as a period of 3 consecutive complete years from the date of first unpaid premium.

**36. Return of Mortality Charge** is an amount [equal to the total of all Mortality Charges (excluding any Underwriting extra Premium and/or Goods and Services Tax) charged under the Policy] that will be added to the Limited/Regular Premium Fund Value at the Maturity Date, as mentioned in Clause 1.4.3 below.

**37. Sum Assured** The minimum amount that We agree to pay on the occurrence of death of the Life Assured as specified in Policy Schedule which is payable subject to terms and conditions of the Policy.

**38. Underwriting** The process of evaluating risks for insurance and determining on what terms We will accept the risk as per the Company's board approved underwriting policy.

**39. Unit** A specific portion or part of the underlying segregated Unit Linked Fund which is representative of the Policyholder's entitlement in such Unit Linked Funds.

**40. Unit Linked Fund(s)** The segregated investment fund(s) established and managed by Us as per applicable regulations.

**41. Unit Price** The price of each Unit under a Unit Linked Fund arrived at by dividing the NAV by the total number of outstanding units in the respective Unit Linked Fund. The terms 'Risk Commencement Date', 'Policy Commencement Date' and 'Premium Payment Term' will derive their meaning from the Policy Schedule.

**PART C**

**1. Benefits**

Subject to the terms and conditions of the Policy, We agree to pay to the Claimant, the benefits based upon the Benefit Option chosen by You. The Benefit Option once chosen cannot be changed during the Policy Term.

**1.1 Life Option:**

**1.1.1 Death Benefit-**

- (a) If the death of the Life Assured occurs during the Policy Term where the Policy is in force and the claim is admitted, We will pay to the Claimant, higher of the following, as death benefit:
  - i. Sum Assured less partial withdrawals if any, made during the 2 Policy Years preceding the death of the Life Assured; or
  - ii. Fund Value as on date of intimation of death claim received by Us; or
  - iii. 105% of all Premiums paid up to the date of death.
- (b) If the death of the Life Assured occurs where the Policy is in Discontinuance state due to non-payment of Premiums before the end of Lock-in Period, the proceeds of the Discontinued Policy Fund, as on the date of intimation of death claim to Us, will be payable to the Claimant as death benefit.
- (c) If the death of the Life Assured occurs where the Policy is in Reduced Paid-up state, and the claim is admitted, We will pay to the Claimant higher of the following as death benefit:
  - i. Paid-up Sum Assured less partial withdrawals if any made during 2 Policy Years preceding death of the Life Assured; or
  - ii. Fund Value as on the date of intimation of death claim to Us; or
  - iii. 105% of all Premiums paid up to the date of death.
- (d) Exclusions: If the Life Assured, whether sane or insane, commits suicide, death benefit will be governed by the terms and conditions stated under Clause 20 of Part F.
- (e) For requirements for death benefit claims, refer Claims Procedures mentioned under Clause 21 of Part F.
- (f) Policy will terminate on payment of death benefit.

**1.1.2 Maturity Benefit**

Subject to Clause 4.10 and provided the Policy has not been terminated or surrendered before the Maturity Date, if You survive till the Maturity Date, we will pay the Fund Value to you as per the Settlement Option selected by you. The Policy will terminate on payment of Maturity Benefit.

**1.2 Life Option with Premium Funding Benefit**

**1.2.1 Death Benefit**

- (a) If the death of the Life Assured occurs during the Policy Term while the Policy is in-force and the claim is admitted, We will pay

to the Claimant as a lump sum, higher of the following as death benefit:

- i. Sum Assured  
(not reduced by the partial withdrawals made by the Life Assured prior to his / her death), or
  - ii. 105% of all Premiums paid up to the date of death;  
And
  - iii. Additionally, Premium Funding Benefit as per Clause 1.2.2 shall apply if Life Assured dies during the Premium Payment Term.
- b) If the death of the Life Assured occurs where the Policy is in Discontinuance state due to non-payment of Premium before the end of Lock-in Period, the proceeds of the Discontinued Policy Fund, as on the date of intimation of death claim to Us will be payable to the Claimant as death benefit. The Policy will terminate upon such payment.
  - c) If the death of the Life Assured occurs where the Policy is in Reduced Paid-up state, the amount which is higher of (Paid-up Sum Assured or 105% of all the Premiums paid up to the date of death) plus Fund Value as on the date of the intimation of death claim to Us, will be payable to the Claimant as death benefit. The Paid-up Sum Assured will not be reduced by the partial withdrawals made by the Life Assured prior to his / her death. The Policy will terminate upon such payment.
  - d) Exclusions: If the Life Assured, whether sane or insane, commits suicide, death benefit will be governed by the terms and conditions stated under Clause 20 of Part F.
  - e) For requirements for death benefit claims, refer Claims Procedures mentioned under Clause 21 of Part F.
  - f) In case of Settlement Option opted by the Policy holder then Death Benefit shall be payable as mentioned under Part D, Clause 4.10.10 and Clause 4.10.11.

#### 1.2.2 Premium Funding Benefit

- a) In the event of a claim for death being admitted by Us, the Policy will be kept in-force by Us by funding all future Premiums as and when due, if any, from the date of death of the Life Assured until the end of the Premium Payment Term, in the same Premium payment mode as last chosen by You. All charges except Mortality Charges, will continue to be deducted from the Unit account until Maturity Date.
- b) Premiums funded by Us will be invested in various Unit Linked Funds in the same allocation proportion as last chosen by You.
- c) Premium Funding Benefit ceases when the Policy enters Discontinuance or Reduced Paid-up state and will stand reinstated where the Policy is revived. No charges for the ceased Premium Funding Benefit shall be deducted until the Premium Funding Benefit is revived.
- d) Premium Funding Benefit will not be available in case of Suicide as per Clause 22 Part F.
- e) If the death of the Life Assured occurs after the Premium Payment term is over, then Premium Funding Benefit will not apply.

#### 1.2.3 Maturity Benefit

Subject to Clause 4.10 and provided the Policy has not been terminated or surrendered before the Maturity Date, We will pay You (if you survive on the Maturity Date) or the Claimant the Fund Value as per the Settlement Option selected by You. The Policy will terminate on payment of Maturity Benefit.

#### 1.3 Whole of Life Option

1.3.1 **Death Benefit:** Death Benefit is payable as per Clause 1.1.1

1.3.2 **Survival Benefit:** Policy will expire and come to an end by paying Fund Value in case Life Assured survives till Policy anniversary immediately after the Life Assured attains Age of 99 years.

#### 1.4 Additional Features

##### 1.4.1 Loyalty Additions

If all due Premiums have been received by Us, We will credit additional Units into the Unit Linked Fund(s) in the form of Loyalty Additions at the end of every 5 years starting from the end of the 5<sup>th</sup> Policy Year, in the same proportion as the value of total Units held in the Unit Linked Funds at the time of additions. Each Loyalty Addition will be 0.5% of the average Fund Value of last 60 Monthly Policy Anniversaries. Loyalty Additions will not be added to the Unit Linked Fund(s) if the Policy is in Discontinuance or Reduced Paid-up state. However, on revival of such Policy, due Loyalty additions will be added to the Unit Linked Fund(s).

##### 1.4.2 Wealth Boosters

In addition to the Loyalty Additions, this Plan offers Wealth Boosters based upon Premium Payment Term as per the table below, provided all due Premiums have been received till the time of the additions. The Wealth Boosters will be paid as a percentage of average Fund Value of last 60 Monthly Policy Anniversaries and will be added in the same

proportion as the value of total units held in the unit linked funds at the time of additions.

End of policy year	Premium Payment Term (in years)				
	Between 10 to 14	Between 15 to 19	Between 20 to 24	Between 25 to 29	30
10	1.0%	1.0%	1.0%	1.0%	1.0%
15	NA	1.5%	1.5%	1.5%	1.5%
20	NA	NA	2.0%	2.0%	2.0%
25	NA	NA	NA	2.5%	2.5%
30	NA	NA	NA	NA	3.0%

For Regular Premium policies under Whole of Life Option, Wealth Boosters of 3% of average Fund Value of last 60 Monthly Policy Anniversaries will continue to be paid in gap of every 5 years, post completion of first 30 Policy Years, provided all Premiums are received till that time.

Wealth Booster will not be added to the Unit Linked Fund(s) if the Policy is in Discontinuance or Reduced Paid-up state. However, on revival of such Policy, due Wealth Booster will be added to the Unit Linked Fund(s)

1.4.3

**Return of Mortality Charge (available with Life Option Only)**

An amount equal to the total of all the Mortality Charges deducted, in accordance with Clause 7.2 below during the Policy Term, will be added to the Fund Value at the Maturity Date, provided that the Policy is in force and all due Premiums have been received in full as on the Maturity Date and the Life Assured is alive. The Return of Mortality Charge is subject to the following:

- a) The amount of Return of Mortality Charge will be added in the Funds in the same proportion as the value of those Funds as at the date of the Return of Mortality Charge addition. Unit Price as on the date of Return of Mortality Charge addition will be used for the unitization.
- b) No Return of Mortality Charge will be available in a Policy that has been terminated in accordance with Clauses 5.3 below, discontinued or converted to a Paid-up policy in accordance with Clause 5.1 and 5.2 below.

2

#### Payment of Premiums

You will pay Premium at the mode and for such Premium Payment Term as indicated in the Policy Schedule at the respective due dates or before the end of Grace Period. If any Premium is received before the due date, We may keep such amount in an advance premium account and adjust such sum towards Premium on the applicable due date or refund such amount to You. Collection of advance Premium shall be allowed within the same financial year for the Premium due in that Financial Year. However, where the Premium due in one Financial Year is being collected in advance in earlier Financial Year, Company may collect the same for a maximum period of three months in advance of the due date of the Premium. The Premium so collected in advance shall only be adjusted on the due date of the premium. Such advance premium if any paid by You will not carry any interest. The amounts in the advance premium account will not be allocated into Units before the due date. All Premiums will be allocated in the respective Unit Linked Funds as chosen by You after deduction of Premium Allocation Charge (if any) as mentioned in Part E.

3.

#### Grace Period

You are required to pay Premium on or before the Premium payment due date. However You are provided with a Grace Period, which is 30 days from Premium due date in case of annual Premium mode and 15 days from Premium due date in case of monthly Premium mode. During the Grace Period, all charges will continue to apply and You will be entitled to all benefits under the Policy.

## PART D

4

#### Special Features

4.1.

##### Systematic Transfer Option ("STO")

4.1.1.

STO allows You to enter the volatile equity market in a systematic manner. Through STO, Your entire annual allocable Premium (after deduction of applicable charges) will be first allocated to the Liquid Fund ("Source STO Fund") and then systematically transferred on a monthly basis into any one of the Unit Linked Funds ("Target STO Fund") as chosen by You as per the below Table. While STO is operational, You are not allowed to change Your Target STO Fund. Source STO Fund and Target STO Fund are together referred to as "STO Funds".

Source STO Fund	Target STO Fund
Liquid Fund	Equity II Fund or India Multi-Cap Equity Fund or Emerging Leaders Equity Fund

Under this option, during the Premium Payment Term, the Fund Value available in the Source STO Fund at the beginning of each month (net of applicable charges) shall be switched to Target STO Fund chosen by You by cancelling Units in the Source STO Fund and purchasing Units in the Target STO Fund till the availability of Units in the Source STO Fund, in the following manner:



Policy Month 1 : 1/12 of the Units available in the Source STO Fund at the beginning of Policy Month 1  
 Policy Month 2 : 1/11 of the Units available in the Source STO Fund at the beginning of Policy Month 2  
 .....  
 Policy Month 6: 1/7 of the Units available in the Source STO Fund at the beginning of Policy Month 6  
 .....  
 Policy Month 11: 1/2 of the Units available in the Source STO Fund at the beginning of Policy Month 11  
 Policy Month 12: Balance Units available in the Source STO Fund at the beginning of Policy Month 12

4.1.2. You can avail this option at Policy Commencement Date or at any Policy Anniversary with prior request, submitted at least 30 days before the Policy Anniversary. Once STO request is accepted, the STO shall be effective from the Policy Anniversary immediately following the receipt of such request.

4.1.3. STO can be opted/re-opted only when the Premiums are paid in annual mode and will be operational during the Premium Payment Term only, provided due Premium has been paid. STO cannot be opted once all Premiums payable under the Policy have been paid.

4.1.4. You can opt out of the STO at any time during the Policy Term by giving us a request which shall be effective from following Monthly Policy Anniversary. STO can be re-opted any number of times subject to the conditions stated above.

4.1.5. The automatic switches during the operation of the STO from Source STO Fund to the Target STO Fund will not be counted as switch.

4.1.6. Any amount remaining in other than STO Funds will continue to remain invested in those Unit Linked Funds. You can do switching among the Unit Linked Funds which are not STO Funds.

4.1.7. The Premium received after the due date but before the expiry of Grace Period will be allocated to Source STO Fund and thereafter from the following Monthly Anniversary, monthly transfer will happen in the manner as mentioned in Clause 4.1.1 for the remaining months in a Policy Year. If due Premium is not received during the Grace Period, STO will cease to be operational. The Premiums received after the expiry of Grace Period will be allocated as per Clause 4.1.9.

4.1.8. STO cannot be exercised simultaneously with either RPO or AFR except SSO (other than last 4 Policy Years). If You have opted for SSO then during the last 4 Policy Years, STO will cease and SSO will become operational.

4.1.9. Once the STO ceases all future Premiums will automatically be invested in Target STO Fund unless otherwise specified by You.

4.1.10. The following requests will lead to cessation of the STO from the next Monthly Policy Anniversary:

- Request for change in Premium payment mode or request for Premium redirection; or
- Request to activate AFR, RPO or SSO (during the last 4 Policy Years only); or
- Request for partial withdrawal from Source STO Fund; or
- Request for switch into or from any of the STO Funds while STO is operational; or
- Policy moving into Discontinuance.

4.1.11. Request for STO cannot be made after the death of the Life Assured under Life option with Premium Funding Benefit.

4.2 **Return Protector Option ("RPO")**

4.2.1 In this option, gains made from a selected equity oriented Unit Linked Fund are automatically transferred to a lower risk Debt Fund. This enables You to protect your gains from further volatility of equity market.

4.2.2 While RPO is operational, Your entire Premiums net of applicable charges ("Net Invested Amount") are invested into any one of either India Multi-Cap Equity Fund or Equity II Fund or Emerging Leaders Equity Fund, as opted by You ("RPO Fund"). Once opted, the RPO Fund cannot be changed.

4.2.3 This option gives You the flexibility to choose any fixed flat target appreciation percentage in multiple of 1 within a range of 5% to 15% ("Target Appreciation"). Once chosen, it cannot be changed while the RPO is operational.

4.2.4 You can avail this option only at Policy Commencement Date, however it will become effective from first Policy Anniversary. While RPO is operational, the Fund Value in Your RPO Fund will be tracked at the end of every Business Day against the Net Invested Amount in RPO Fund as on date. In the event, where the gain from the RPO Fund becomes equal to or more than the Target Appreciation, then such gain will be transferred to the Debt Fund at the prevailing Unit Price. In case the gain from the RPO Fund is less than the Target Appreciation, the Fund Value will continue to remain in the RPO Fund. During the first Policy Year, there will not be any automatic transfer of Your gains into Debt Fund even if your gains from RPO Fund are equal to or more than the Target Appreciation.

4.2.5. The automatic switches into Debt Fund from RPO Fund during the operation of the RPO will not be counted as switches.

4.2.6. RPO will cease once the Policy moves into Discontinuance before the end of Lock-in Period. However, RPO will automatically become operational on revival of the Policy.

4.2.7. RPO will continue to be active during Reduced Paid-up state.

4.2.8. RPO cannot be exercised simultaneously with either STO or AFR except SSO (other than last 4 Policy Years). If You have opted for SSO then only during the last 4 Policy Years, RPO will stop and SSO will become operational.

4.2.9. The request for Premium redirection, switching or partial withdrawals will result in cessation of RPO.

4.2.10. Once You have opted out of RPO or RPO ceases to exist subject to conditions stated above, then You cannot re-opt it again during the Policy Term.

4.2.11. Once the RPO ceases, all Your future Premiums will continue to be invested into RPO Fund unless a request for Premium redirection is made by You.

4.2.12. This Option only enables You to automatically shift Your gains basis Target Appreciation to low risk Debt Fund. The Target Appreciation chosen by You does not in any way indicate the upper or lower limit of return earned on the chosen RPO Fund. The actual return will depend upon the performance of the chosen RPO Fund and there could be a possibility that Target Appreciation may not be achieved during the Policy Term.

4.3. **Auto Funds Rebalancing ("AFR")**

4.3.1. You can avail AFR at Policy Commencement Date or anytime later during the Policy Term.

4.3.2. You are required to choose the allocation proportions of the funds ("Allocation") for rebalancing.

4.3.3. If AFR is opted, then at the end of every 3 months starting from the commencement of AFR the investments in Unit Linked Funds chosen by You will be automatically rebalanced to the Allocation under AFR. Also Your Premium(s) will continue to be invested into the Allocation as chosen by You while opting in for AFR.

4.3.4. The automatic switches in order to effect the auto rebalancing into the Allocation will not be counted as switch.

4.3.5. If partial withdrawal is made while AFR is operational, AFR will be exercised on the balance of the Fund Value.

4.3.6. AFR will not be applicable once the Policy moves into Discontinuance before the end of Lock-in Period. However, AFR will automatically become operational on revival of the Policy. Premium(s) paid for revival of Policy will be invested in the same Allocation while opting in for AFR.

4.3.7. AFR will continue to be active during Reduced Paid-up state.

4.3.8. AFR cannot be exercised simultaneously with either of STO or RPO except SSO (provided SSO is not operational). If You have opted for SSO then only during the last 4 Policy Years, AFR will cease and SSO will become operational.

4.3.9. You can opt out of AFR at any time during the Policy Term and post such request AFR will cease to exist.

4.3.10. The following will result in cessation of AFR:

- Request for Premium redirection or switch; or
- Request to opt for STO or Safety Switch Option (during the last 4 Policy Years).

4.4. **Safety Switch Option ("SSO")**

You may choose the SSO at Policy Commencement Date or at any time during the Policy Term but at least 4 Policy Years before the Maturity Date, by giving a request to Us and Unit Linked Funds will move to relatively low risk Liquid Fund only at the beginning of each of the last 4 Policy Years as per the following schedule, subject to the following conditions:

At start of Policy Year*	Fund allocation in Unit Linked Funds "Other than Liquid Fund"	Liquid Fund allocation
T-3	70%	30%
T-2	40%	60%
T-1	10%	90%
T	0%	100%

\* Allocation percentages are as on the beginning of the year Where "T" is Policy Term

For rebalancing, the total fund value (including amounts in Liquid Fund and other than Liquid Fund) will be considered. The amounts, if any, in the Unit Linked Funds other than Liquid Fund will remain in the same proportion both before and after the exercise of SSO. Amounts in Unit Linked Funds other than Liquid Fund means funds in Emerging Leaders Equity Fund, India Multi-Cap Equity Fund, Equity II Fund, Growth Plus Fund, Balanced Plus Fund and Debt Fund.

4.4.1. If You have opted for SSO, then You cannot change allocation proportions from the above mentioned pre-defined grid during the rebalancing period unless the SSO is opted out.

4.4.2. At the time of effecting the SSO, We will allocate the existing Unit Linked Funds to Liquid Fund as mentioned above, only if the existing allocation in Liquid Fund (if any) is less than the respective percentage of allocation in Liquid Fund as specified above.

4.4.3. While SSO is operational, switching is allowed among the Unit Linked Funds other than Liquid Fund. Switching in or out of the Liquid Fund will cause the SSO to cease while the SSO is operational. If the SSO is opted but not operational, switching can be exercised without impacting SSO.

4.4.4. Where SSO is operational, a request for redirection of Premium will make the SSO ineffective.

4.4.5. If partial withdrawal is made while SSO is operational, SSO will be exercised on the balance of the Fund Value.

4.4.6. SSO can be exercised simultaneously with either of RPO or AFR or STO. However during the last 4 Policy Years, RPO or AFR or STO if opted earlier will cease to exist and SSO will become operational. Any request to activate either of AFR or STO in the last 4 Policy years, will make the SSO ineffective.

- 4.4.7. You can exit SSO even in the last 4 Policy Years. The allocations will change immediately as desired by You if You exit the SSO.
- 4.4.8. SSO will continue to be active during Reduced Paid-up state.
- 4.4.9. The Safety Switch Option will be available only in Life Option and Life Option with Premium Funding Benefit. However, request for SSO cannot be made after the death of the Life Assured under Life Option with Premium Funding Benefit.
- 4.5. **Premium Redirection**
- 4.5.1. You have the option to redirect the allocation of future Premiums into one or more Unit Linked Funds available for investment in different Unit Linked Fund(s) from the option exercised previously.
- 4.5.2. Redirection of Premiums will be allowed only once in a Policy Year, which will be free of cost, and will be effective from the next Premium due date, upon receipt of a request by Us.
- 4.5.3. Premium redirection is not allowed while RPO or STO or AFR or SSO is operational. Any request for Premium redirection will be considered as a request to opt out of RPO or STO or AFR or SSO and post such request RPO or STO or AFR or SSO will cease to exist. However, if SSO is opted but not operational, Premium redirection can be exercised without impacting the SSO.
- 4.5.4. Request for Premium redirection cannot be made after the death of the Life Assured under Life Option with Premium Funding Benefit.
- 4.6. **Change in Premium payment mode**
- Premium payment modes available under the Policy are annual, semi-annual, quarterly or monthly. You may change Your Premium payment mode anytime during the Policy Term, subject to Your giving Us a 60 days prior notice for such change and provided the Annualized Premium is equal to or more than minimum Annualized Premium of ₹60,000 where the mode is changed from Annual to Semi-Annual, Quarterly or Monthly. The change in Premium payment mode will be effective only on the next Premium due date following the receipt of such request subject to payment of due Premium(s). Change in Premium payment mode is not allowed post the death of Life Assured in case Life option with Premium funding Benefit is chosen.
- 4.7. **Change in Premium Payment Term**
- You are not permitted to change the Premium Payment Term.
- 4.8. **Switching**
- 4.8.1. You may change the investment pattern of the available Units in Unit account by switching from one Unit Linked Fund to another (in whole or in part), by way of a request subject to conditions stated herein under.
- 4.8.2. The minimum amount to be switched or value of Units to be switched will be ₹5,000/-.
- 4.8.3. Your requests for switching may be in the form of the percentage of Units to be switched or the amount representing the value of Units to be switched.
- 4.8.4. There is no limit on the number of switches made in a Policy Year or in any year during the Settlement Period and all the switches are free of charge.
- 4.8.5. You can exercise unlimited free switches during the Policy Term/Settlement Period.
- 4.8.6. While SSO is operational, switching can be exercised amongst the Unit Linked Funds other than the Liquid Fund without impacting SSO and in case the switching is done into or out of the Liquid Fund then the SSO will become ineffective.
- 4.8.7. Switching is allowed among the Unit Linked Funds other than the STO Funds. Any request for switching while STO is operational will be considered as a request to opt out of STO and will cause the STO to cease.
- 4.8.8. Where RPO or AFR is operational, any request for switching will be considered as a request to opt out of RPO or AFR.
- 4.8.9. Switching is not allowed post the death of the Life Assured in case Life Option with Premium Funding Benefit is chosen.
- 4.9. **Partial Withdrawals**
- 4.9.1. You can make partial withdrawals by way of a request from 6th Policy Year onwards provided all due regular Premiums for first 5 Policy Years have been paid.
- 4.9.2. The partial withdrawal is allowed to be made in multiple of ₹1,000 subject to a minimum of ₹ 5,000/- in any one transaction.
- 4.9.3. There is no limit on the number of partial withdrawals that can be made in a Policy Year.
- 4.9.4. All partial withdrawals are free of cost.
- 4.9.5. Maximum partial withdrawal at any time will not result in the Fund Value to fall below 120% of the Annualized Premium.
- 4.9.6. The partial withdrawals will not be allowed which would result in termination of this Policy.
- 4.9.7. In case You opt for partial withdrawal while SSO or AFR is operational, then the SSO or AFR will be done on the remaining Unit Linked Funds.
- 4.9.8. No partial withdrawal is allowed from the Liquid Fund if STO is operational. Any withdrawal request from Liquid Fund will result in cessation of STO.
- 4.9.9. No partial withdrawal is allowed while RPO is operational. Any withdrawal request will result in cessation of RPO.
- 4.9.10. Partial Withdrawal cannot be made after the death of the Life Assured under Life Option with Premium Funding Benefit.
- 4.10. **Settlement Option**
- You may exercise the option to receive the Maturity Benefit in periodic installments over a period ("Settlement Option") by making a request to Us at least 3 months prior to the Maturity Date subject to the following conditions:
- 4.10.1. If You have selected Settlement Option, You will receive the Maturity Benefit in periodic installments, for a maximum period of up to 5 years from the Maturity Date ("Settlement Period");
- 4.10.2. The first instalment will be calculated as the Fund Value as on Maturity Date, divided by total number of installments basis chosen frequency and settlement period. Each further installment will be calculated basis the Fund Value available as on due date of such payout divided by the number of outstanding installments. The last installment will be equal to the Fund Value as available on due date of last payout;
- 4.10.3. The first instalment of the Maturity Benefit will be payable on the Maturity Date.
- 4.10.4. Fund Management Charges and Mortality Charges will be levied by Us during the Settlement Period; however, under Benefit Option 2, where death of the Life Assured has occurred during the Policy Term, no Mortality Charges shall be applicable during the Settlement Period
- 4.10.5. All investment risks and risks inherent in receiving the Maturity Benefit will continue to be borne by You;
- 4.10.6. Switching is allowed during the Settlement Period subject to the conditions as mentioned under Switching in Clause 4.8.
- 4.10.7. Partial withdrawals will not be allowed during the Settlement Period;
- 4.10.8. The mode of payout during the Settlement Period can be monthly, quarterly, half-yearly or annual as opted by You which cannot be changed after the option is operational;
- 4.10.9. You will be entitled, at any time during the Settlement Period, to cancel the Settlement Option and withdraw the Fund Value as on that date, on which payment, the Policy will terminate and no further amounts will be payable by Us;
- 4.10.10. During the Settlement Period, risk cover shall be maintained at 105% of all the Premiums Paid up to the date of death. However, under Benefit Option 2, where death of the Life Assured has occurred during the Policy Term, no risk cover shall be applicable during the Settlement Period.
- 4.10.11. In the event of death of the Life Assured during the Settlement Period, higher of (Fund Value as on the date of intimation of death or 105% of all the Premiums Paid up to the date of death) will be payable and the Policy will terminate.
- 4.10.12. RPO, SSO or AFR will not be allowed during Settlement Period.
- 4.10.13. The Settlement Option will be available only in Life Option and Life Option with Premium Funding Benefit. However, the request for Settlement Option cannot be made after the death of the Life Assured under Life Option with Premium Funding Benefit.
- 4.11. **Increase or Decrease of the Sum Assured**
- You don't have the option to either increase or decrease the Sum Assured under this plan.
- 4.12. **Revive the Policy:**
- In case of Discontinuance of the Policy due to non-payment of due premium(s), You can apply for revival of such a Policy by submitting an application along with all due and unpaid Premiums as per the terms and conditions of the Policy. Acceptance of the application for revival will be subject to Underwriting by Us. We reserve the right to revive the Policy either on its original terms and conditions or on such other or modified as deemed fit by Us, or reject the revival, as per our Underwriting decision. Our decision in this regard will be final and binding on You. The revival will be effective from the date when We communicate the same in writing to You. Units against Premium received for revival will be allocated on the basis of the NAV applicable on the later of: (i) date of acceptance of the revival application by Us; or (ii) date of realization of all the due Premiums for revival. The policy can be revived any time before the end of the Policy Term.
- 4.13. **Revival of a Policy discontinued during the Lock-in Period:**
- Where You exercise the option to revive the discontinued Policy during the Lock-in Period, the Policy can be revived by restoring the risk cover along with the investments made in the Unit Linked Funds as chosen by You, out of the Discontinued Policy Fund, less the applicable charges in accordance with the terms and conditions of the Policy. At the time of revival, We will:
- collect all due and unpaid Premiums without charging any interest or fee;
  - No charge shall be levied at the time of the revival
  - Add back to the Fund Value, the Discontinuance Charges deducted at the time of Discontinuance of the Policy;
- 4.14. **Revival of a discontinued Policy after the Lock-in Period (Revival of a Reduced Paid-up Policy):**
- Where You exercise the option to revive the Reduced Paid-up Policy after the Lock-in Period, the Policy can be revived restoring the original risk cover in accordance with the terms and conditions of the Policy. At the time of revival, We will:
- Collect all due and unpaid Premiums without charging any interest or fee;
  - No charges shall be levied at the time of the revival
5. **Surrender, Termination, Loan and Ownership of Policy**
- 5.1 **Discontinuance due to Surrender:**

You can surrender this Policy at anytime by giving a request. On surrender, all benefits under the Policy will cease. The Policy will terminate and cannot be revived thereafter. However, the Policy cannot be surrendered post the death of the Life Assured under Life Option with Premium Funding Benefit.

**5.1.1. Surrender in first 5 policy years**

If the Policy is surrendered or is completely withdrawn before completion of the Lock-in Period, the Fund Value as on the date of receipt of valid surrender request or complete withdrawal will be transferred to the Discontinued Policy Fund subject to deduction of applicable Surrender/Discontinuance Charges as provided in Part E and the proceeds of the Discontinued Policy Fund at the end of the Lock-in Period will be payable to You.

**5.1.2. Surrender Post 5 policy years**

If the Policy is surrendered or is completely withdrawn after completion of the Lock-in Period, the Fund Value as on the date of receipt of valid surrender request or on the date of complete withdrawal will be paid out to You and this Policy will be terminated.

**5.2. Discontinuance due to other than surrender:**

**5.2.1. Discontinuance of Premium during the Lock-in Period:** If the due Premium is not received by the expiry of the Grace Period, the Fund Value less applicable Discontinuance Charges will be transferred to the DPF and the risk cover, under the Policy will cease. On such Discontinuance, the Company shall communicate the status of the Policy within 3 months of the first unpaid premium, to the Policyholder and provide the option to revive the Policy within the Revival Period.

(i) In case the Policyholder opts to revive but does not revive the Policy during the Revival period, the proceeds of the DPF shall be paid to the Policyholder at the end of the Revival Period or Lock-in Period whichever is later and the Policy will terminate upon such payment. In respect of Revival Period ending after Lock-in Period, the Policy will remain in DPF till the end of Revival Period. The FMC of the DPF will be applicable during this period and no other charges will be applied.

(ii) In case the Policyholder does not exercise the option as set out above, the Policy shall continue without any risk cover and the Policy fund shall remain invested in the DPF. At the end of the Lock-in Period, the proceeds of the DPF shall be paid to the Policyholder and the Policy shall terminate.

(iii) However, the Policyholder has an option to surrender the Policy anytime and proceeds of the discontinued Policy shall be payable at the end of Lock-in Period or date of surrender whichever is later.

**5.2.1.1** Until the expiry of Grace Period, the Policy is deemed to be in-force with benefits and applicable charges continuing as per terms and conditions of the Policy.

**5.2.2 Discontinuance of Premium after Lock-in Period:** If the due Premium is not received by the expiry of the Grace Period, the Policy shall be converted into a Reduced Paid-up Policy with the Paid-up Sum Assured. The Policy shall continue to be in Reduced Paid-up status. All applicable charges as per terms and conditions of the Policy shall be deducted during the Revival Period. Upon such Discontinuance, the Company shall communicate the status of the Policy within 3 months of the first unpaid premium, to the Policyholder and provide the following options:

- 1) Revive the Policy within the Revival Period; or
- 2) Complete withdrawal of the Policy
- i. In case the Policyholder opts for 6.2.2 (1) above but does not revive the Policy during the Revival Period, the Fund Value shall be paid to the Policyholder at the end of the Revival period or at the end of the Policy Term, whichever is earlier and the Policy will terminate upon such payment.
- ii. In case the Policyholder does not exercise any of the options as set out above, the Policy shall continue to be in Reduced Paid-up status. The Fund Value shall be paid to the Policyholder at the end of the Revival Period or at the end of the Policy Term, whichever is earlier and the Policy will terminate upon such payment.
- iii. However, the Policyholder has an option to surrender the Policy anytime and Fund Value shall be payable.

**5.2.2.1** In case You do not exercise any of the options within the Grace Period, the treatment of such Policy will be in accordance with Clause 5.2.2 (ii) above.

**5.2.2.2** Until the expiry of Grace Period, the Policy is deemed to be in-force with benefits and applicable charges continuing as per terms and conditions of the Policy.

**5.3. Termination / Auto-termination**

**5.3.1** Termination: The Policy will terminate upon happening of any one of the following events:

- a) on the date on which We receive a valid free-look cancellation request from You;
- b) on the date of intimation of repudiation of the claim;
- c) in case You have chosen the settlement option, on receipt of Your request for termination of the settlement option or on the expiry of the Settlement Period chosen by You;
- d) in case of misstatement of Age or fraud, misrepresentation or forfeiture in accordance with Part F;
- e) as mentioned in Clause 1, 5.1, 5.2 and 5.3.2.

**5.3.2.** Auto-termination: (i) Notwithstanding any other Clause in this Policy and after completion of Lock-in Period (provided due Premiums for the first 5

Policy Years have been paid), if at any Monthly Policy Anniversary during the Policy Term the Fund Value is insufficient to deduct monthly charges due to cancellation of Units, or becomes equal to zero, then the Policy will terminate automatically and the Fund Value (if any) as on the date of such termination will be payable to You. (ii) If Life Option with Premium Funding Benefit is chosen and where a death claim has been admitted by the Company and future Premiums are being funded by the Company as per Clause 1.2.2, such Policy will not be foreclosed due to Fund Value falling to zero or below zero and the Policy shall continue till maturity as per the terms and conditions of this Policy.

**5.4 Loan**

There are no loans available in this Policy.

**5.5. Ownership**

All options, rights and obligations under the Policy vest with You and will be discharged by You.

**6. Free-look period**

In case the Policy terms and conditions are not agreeable to You then You can opt for a cancellation of the Policy, in which case, We would request You to send back this Policy Document along with the reason for non-acceptance within 15 days from receipt of this document or 30 days in case the policy is sourced through distance marketing mode (i.e. any means of communication other than in person). In case You opt for cancellation within the said period, You will receive the Fund Value as on the date of such cancellation and any non-allocated Premium along with the charges deducted by cancellation of Units. This amount will be paid subject to deduction of the proportionate risk premium for the period of cover, stamp duty charges and medical expenses, if any.

**PART E**

**7. Charges**

We will levy the charges as detailed below during the Policy Term. We reserve the right to revise the charges, with the prior approval of the Authority, up to the maximum limits mentioned against each charge. All charges are subject to applicable Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme (present or future) which will be borne by You. Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme will be deducted through cancellation of Units from the Unit account.

**7.1** Premium Allocation Charge: Nil

**7.2** Mortality Charge: Mortality Charge will be levied on a monthly basis by way of cancellation of Units at the beginning of each Policy Month and will apply on the Sum at Risk (" ").

**7.2.1** SAR for death benefit for different Benefit Options will be as per the below table:

Benefit Option	Sum at Risk (SAR)
<b>Life Option and Whole of Life Option</b>	<ul style="list-style-type: none"> <li>• SAR for Life Assured, where the Policy is in force is: higher of:               <ol style="list-style-type: none"> <li>i. Sum Assured less partial withdrawals in the preceding 2 Policy Years less Fund Value; or</li> <li>ii. 105% of all Premiums paid less Fund Value ; or</li> <li>iii. zero</li> </ol> </li> <li>• For Reduced Paid-up Policy, the SAR will be computed as follows:               <p>The higher of;</p> <ol style="list-style-type: none"> <li>i. Paid-up Sum Assured less partial withdrawals in the preceding 2 Policy Years less Fund Value; or</li> <li>ii. 105% of the total Premiums paid less Fund Value; or</li> <li>iii. Zero.</li> </ol> </li> </ul>
<b>Life Option with Premium Funding Benefit</b>	<ul style="list-style-type: none"> <li>• SAR for in-force policies will be higher of (Sum Assured or 105% of all the Premiums paid) plus present value of future Premiums payable by the Life Assured. The table under Clause 7.2.3 provides calculation for present value of future Premiums.</li> <li>• For Reduced Paid-up Policy, SAR will be higher of Paid-up Sum Assured or 105% of all the Premiums paid</li> </ul>
<b>Life Option and Life Option with Premium Funding Benefit (During the Settlement)</b>	<p>SAR is computed as the higher of:</p> <ul style="list-style-type: none"> <li>• 105% of all Premiums paid less Fund Value; or</li> <li>• Zero</li> </ul> <p>For Life Option with Premium Funding Benefit where death has occurred during the Policy Term, SAR will be zero.</p>

<b>Period)</b>	
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7.2.2 The rates of Mortality Charge per annum per ₹1,000 SAR are as follows. Such rates will remain unchanged during the Policy Term and are applicable for a standard life as per the Underwriting.

Age	Males	Females	Age	Males	Females
18	0.720	0.720	58	8.950	7.099
19	0.763	0.720	59	9.638	7.689
20	0.799	0.720	60	10.381	8.303
21	0.827	0.720	61	11.188	8.950
22	0.849	0.763	62	12.073	9.638
23	0.865	0.799	63	13.047	10.381
24	0.877	0.827	64	14.122	11.188
25	0.886	0.849	65	15.308	12.073
26	0.895	0.865	66	16.616	13.047
27	0.904	0.877	67	18.055	14.122
28	0.915	0.886	68	19.637	15.308
29	0.931	0.895	69	21.371	16.616
30	0.950	0.904	70	23.270	18.055
31	0.976	0.915	71	25.343	19.637
32	1.007	0.931	72	27.606	21.371
33	1.048	0.950	73	30.071	23.270
34	1.096	0.976	74	32.755	25.343
35	1.154	1.007	75	35.673	27.606
36	1.222	1.048	76	38.846	30.071
37	1.302	1.096	77	42.292	32.755
38	1.394	1.154	78	46.034	35.673
39	1.500	1.222	79	50.096	38.846
40	1.623	1.302	80	54.502	42.292
41	1.763	1.394	81	59.283	46.034
42	1.926	1.500	82	64.467	50.096
43	2.115	1.623	83	70.088	54.502
44	2.334	1.763	84	76.181	59.283
45	2.587	1.926	85	82.784	64.467
46	2.877	2.115	86	89.937	70.088
47	3.210	2.334	87	97.686	76.181
48	3.585	2.587	88	106.079	82.784
49	4.000	2.877	89	115.167	89.937
50	4.451	3.210	90	125.006	97.686
51	4.935	3.585	91	135.654	106.079
52	5.446	4.000	92	147.179	115.167
53	5.979	4.451	93	159.648	125.006
54	6.530	4.935	94	173.137	135.654
55	7.099	5.446	95	187.727	147.179
56	7.689	5.979	96	203.503	159.648
57	8.303	6.530	97	220.560	173.137
			98	239.000	187.727
			99	258.929	203.503

7.2.3 The following table gives the present value factors for the Premium Funding Benefit to be applied on the Annualized Premium

Number of complete Annualized Premiums outstanding to be payable by the Life Assured	Present value factor
29	13.93
28	13.74
27	13.54

26	13.33
25	13.10
24	12.86
23	12.61
22	12.34
21	12.06
20	11.76
19	11.44
18	11.10
17	10.74
16	10.36
15	9.96
14	9.53
13	9.08
12	8.59
11	8.09
10	7.55
9	6.97
8	6.37
7	5.72
6	5.04
5	4.32
4	3.56
3	2.74
2	1.88
1	0.97

7.3 Policy Administration Charge: Nil

7.4 Fund Management Charge: A charge expressed as a percentage of Fund Value is levied at the time of computation of the NAV by adjusting the Unit Price. The Fund Management Charge for the Debt Fund and/ or Liquid Fund may be increased by Us with the prior approval of the Authority, subject to a maximum of 1.35% per annum. Fund Management Charges for Unit Linked Funds other than Debt Fund and Liquid Fund will not change. Fund Management Charges are as below.

Unit Linked Fund	Fund Management Charge (per annum) as
Emerging Leaders Equity Fund	1.35%
India Multi-Cap Equity Fund	1.35%
Equity II Fund	1.35%
Growth Plus Fund	1.35%
Balanced Plus Fund	1.35%
Debt Fund	1.00%
Liquid Fund	0.80%

The Fund Management Charge for Discontinued Policy Fund will be 0.50% per annum. The FMC on Discontinued Policy Fund shall be as declared by the Authority from time to time. Partial Withdrawal Charge: Nil.

7.5

7.6 Surrender/Discontinuance Charge: Nil.

7.7

Surrender/Discontinuance Charge: A charge which is expressed as a percentage of the Fund Value/ Annualized Premium and deducted by cancellation of Units on the Date of Discontinuance of the Policy or date of surrender, as applicable. Surrender Charge is same as Discontinuance Charge and is as follows

Policy is surrendered / discontinued during the Policy Year	Surrender / Discontinuance Charges
1	Lower of 6% of (AP or FV) subject to a maximum of ₹6,000/-
2	Lower of 4% of (AP or FV) subject to a maximum of ₹5,000/-
3	Lower of 3% of (AP or FV) subject to a maximum of ₹4,000/-
4	Lower of 2% of (AP or FV) subject to a maximum of ₹2,000/-
5 and onwards	NIL

AP is Annualized Premium and FV is Fund Value

7.8 Miscellaneous Charge: Nil.

#### 8. Unit Linked Funds

8.1 The Unit Linked Fund(s) offered by Us as at the Policy Commencement Date and the indicative portfolio allocations and risk profiles of such Unit Linked Fund(s) are as follows:

a) Emerging Leaders Equity Fund (SFIN: ULIF02020/12/17EMLEDEQFND136)

Assets	Minimum	Maximum	Risk profile	Objective
Equity*	60%	100%	High	To generate long term capital appreciation through investments predominantly in mid cap stocks.
Money Market & Others <sup>#</sup>	NIL	40%		

b) India Multi-Cap Equity Fund (SFIN: ULIF01816/08/16IMCAPEQFND136)

Assets	Minimum	Maximum	Risk profile	Objective
Equity*	60%	100%	High	To generate capital appreciation in the long term through equity investments by investing in a diversified portfolio of small cap, mid cap and large cap companies.
Money Market & Others <sup>#</sup>	NIL	40%		

c) Equity II Fund (SFIN: ULIF00607/01/10EQUITYIIFND136)

Assets	Minimum	Maximum	Risk profile	Objective
Equity*	60%	100%	High	Generate long-term capital appreciation from active management of a portfolio invested in diversified equities.
Money Market & Others <sup>#</sup>	NIL	40%		

d) Growth Plus Fund (SFIN: ULIF00913/09/10GROWTPLFND136)

Assets	Minimum	Maximum	Risk profile	Objective
Equity*	50%	90%	Medium to High	Achieve capital appreciation by investing predominantly in equities, with limited investment in fixed income securities.
Debt Securities	10%	50%		
Money Market & Others <sup>#</sup>	NIL	40%		

e) Balanced Plus Fund (SFIN: ULIF01013/09/10BLNCDPLFND136)

Assets	Minimum	Maximum	Risk profile	Objective
Equity*	30%	70%	Medium	Generate capital appreciation and current income, through a judicious mix of investments in equities and fixed income securities.
Debt Securities	30%	70%		
Money Market & Others <sup>#</sup>	NIL	40%		

f) Debt Fund (SFIN: ULIF00409/07/08INDEBTFUND136)

Assets	Minimum	Maximum	Risk profile	Objective
Debt Securities	60%	100%	Low to Medium	Earn regular income by investing in high quality debt

Money Market & Others <sup>#</sup>	NIL	40%		securities.
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g) Liquid Fund (SFIN: ULIF00514/07/08LIQUIDFUND136)

Assets	Minimum	Maximum	Risk profile	Objective
Debt Securities	NIL	60%	Low	Generate reasonable returns commensurate with low risk and a high degree of liquidity.
Money Market & Others <sup>#</sup>	40%	100%		

h) Discontinued Policy Fund\*\* (SFIN: ULIF01319/09/11POLDISCFND136)

Assets	Minimum	Maximum	Risk profile	Objective
Government Securities	60%	100%	Low	To generate reasonable returns on discontinued policies determined in accordance with the regulations.
Money Market & Others <sup>#</sup>	NIL	40%		

\* All such equity related securities as may be permitted from IRDAI from time to time.

<sup>#</sup>Others will include investments in Liquid Mutual Funds, FDs and other short term investments.

\*\*Only available in case of discontinuance of a Policy during the first five Policy Years.

8.2 We will have the discretion to select the investments and/or make the investments under each Unit Linked Fund, having regard to the investment objectives of the respective Unit Linked Fund subject to our investment norms and policies.

8.3 On the happening of events including but not limited to extreme volatility of markets /Force Majeure conditions, We may close or discontinue one or more of the Unit Linked Funds per Our board approved investment policy subject to prior approval of the Authority and consent of Policyholders. In all such events, We will give You prior notice of at least 3 months stating our intention to discontinue or close a Unit Linked Fund except in cases where such closure or discontinuance is on account of unforeseen emergency or Force Majeure conditions where issuance of such prior notice is not possible. In case of discontinuance or closure, We will provide You with options of switching free of cost to other Unit Linked fund(s) offered by Us within the time limits provided by Us. If You do not exercise such option within the time limits provided, We may switch the Unit Linked Funds to Liquid Fund which will be the default fund.

#### 8.4 Force Majeure Condition

a) We will value the Unit Linked Funds on each day that the financial markets are open. However, We may value the Unit Linked Funds less frequently in extreme circumstances external to the Company, where the value of the assets is too uncertain. In such circumstances, We may defer the valuation of assets for up to 30 days until We feel that certainty as to the value of assets has been resumed. The deferment of the valuation of assets will be with prior consultation with the Authority.

b) We will make investments as per Clause 8.1. However, We reserve the right to change the exposure of all/any Unit Linked Fund to money market instruments to 100% only in extreme situations external to the Company, keeping in view market conditions, political situations, economic situations, war/war-like situations and terror situations. The same will be put back as per the base mandate once the situation has corrected.

c) Some examples of such circumstances (in sub-clause (a) & sub-clause (b) above) are:

- when one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Unit Linked Fund are closed otherwise than for ordinary holidays;
- when, as a result of political, economic, monetary or any circumstances out of control of the Company, the disposal of the assets of the Unit Linked Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining policyholders;
- during periods of extreme market volatility during which surrenders and switches would be detrimental to the interests of the remaining policyholders;
- in the case of natural calamities, strikes, war, civil unrest or riots etc;
- in the event of any force majeure or disaster that effects the normal functioning of the Company; or
- if so directed by the Authority.

d) We will notify You if such a situation arises.

8.5 We may at a later date subject to prior approval of Authority introduce a new Unit linked fund, apart from those mentioned in Clause 8.1, in which case You will be entitled to switch to the newly introduced Unit linked fund subject to such terms and conditions that may be approved by the Authority.

#### 9. Unit Account and Units

9.1 For the purpose of this Policy, We will maintain an account called the Unit account, to which the Premiums received under this Policy will be credited, net of applicable charges in the respective Unit Linked Funds in the

proportion as chosen by You. The amount credited will be utilized for purchase of Units at the applicable NAV in the Unit Linked Funds offered by Us in respect of this Policy.

9.2 The Units will have a nominal value of ₹10/- each at the inception of the Unit Linked Fund. The Units will be purchased and cancelled at the Unit Price applicable on the date of transaction in accordance with the provisions of this Policy. The Unit Price will be computed to 3 decimal points and Units will be allocated up to 4 decimal points. The Unit Price will be declared as soon as may be possible after close of every Business Day.

#### 10. Allocation of Units

10.1 Units against the first Premium received by Us will be allocated on the Policy Commencement Date after deduction of applicable charges.

10.2 Allocation of Units against subsequent Premiums./withdrawal/ surrender/switching request wherever applicable, will be made on the basis of the closing NAV of the following dates or Premium due date whichever is later:

- a) closing NAV of the same day in case of payments by local cheques or demand drafts received at Our office at or before 3.00 p.m. on any Business Day;
- b) closing NAV of the subsequent Business Day in case of payments received by local cheques or demand drafts at Our office after 3.00 p.m. on any Business Day.
- c) closing NAV of the date of realization by Us in case of payments made by outstation cheques or through standing instructions. However, in case the payments are made through credit/ debit cards or net banking, the Closing NAV of the date on which the payment is made or the Premium due date, whichever is later, will be considered for allocating Units. However, in case the transaction is made after 3:00 p.m. then the closing NAV of the next Business Day or the Premium due date, whichever is later, will be considered for allocation of Units.
- d) in case of intimation of death claim to Us or a request for partial withdrawal, switch or surrender received at Our Office prior to 3.00 p.m. on any Business Day, the same would be processed based on the closing NAV of that day. The closing NAV of the next Business Day would be applied in case of all requests received at Our offices after 3.00 p.m. on any Business Day.

#### 11. Valuation of Unit Linked Funds

The calculation made by Us in regard to the valuation of its Unit Linked Funds is final and binding for all purposes except in case of manifest error and will be made as per the applicable laws and valuation norms of the Company in effect from time to time.

### **PART F - General Conditions**

#### 12. Assignment

The assignment will be in accordance with provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.. The entire Section 38 is reproduced and enclosed in **Annexure 3**.

#### 13. Nomination

Nomination will be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.. The entire Section 39 is reproduced and enclosed in **Annexure 4**.

#### 14. Amendment

We reserve the right to alter or delete any of the terms and conditions of the Policy, including the Benefits, charges other than those charges which are specifically stated to remain unchanged in this Policy, the method, manner and timing of levy or recovery of the charges or valuation of the investments and / or assets of the Unit Linked Fund and / or determination of the Unit Price, with the prior approval of Authority. The terms of this Policy will also stand modified from time to time, to the extent of changes in applicable laws or regulations affecting the terms and conditions of the Policy.

#### 15. Policy Currency

All Premiums and Benefits payable will be paid in Indian Rupees only.

#### 16. Misstatement of Age

The Age of the Life Assured has been admitted on the basis of the Proposal Form and/or in any statement, supporting document/proof provided in this regard. If the date of birth of the Life Assured has been misstated and as a result if You have paid less Premium/charges than what would have been payable for the correct age, We will be entitled to charge and You will be obliged to pay for such Premium/charges difference through Units/ adjustment of Fund Value since the Policy Commencement Date without interest.

If the date of birth of the Life Assured has been misstated and You have paid higher Premium/charges than what would have been payable for the correct age, We will refund the excess Premiums/charges through Units/ adjustment of Fund Value, without any interest. In case of termination of the Policy any unpaid balance will be adjusted from the Benefit payout.

If at the correct Age, the Life Assured was not insurable according to our requirements, We reserve the right to pay the Premiums paid till date post deduction of any relevant cost, expenses or charges as applicable and terminate the Policy in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time..

#### 17. Compliance with Laws

It will be Your sole responsibility to ensure compliance with all applicable laws including regulations or taxation laws and payment of all applicable taxes in respect of the Premium, charges and Benefits or other payouts

made or received under the Policy. We are entitled to make such deductions and/or levy such charges, present and/or future which in Our opinion are necessary

and appropriate, from and/or on the Premium(s) payable or charges or Benefits under the Policy on account of any income tax, withholding tax, Goods and Services Tax or other tax, cess, duty or other levy which is or may be imposed in relation to the Policy under any applicable law, order, regulation or otherwise upon Us, You or the Claimant. We will not be liable for any taxes on any of Your or Claimant's personal income. You are solely responsible for complying with Your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes in all jurisdictions in which Your tax obligations arise and relating to the services provided by Us). We do not provide any tax related advice and You are advised to seek an independent legal and/or taxation advice.

#### 18. Communication and Dispatch

We will send you the policy document in accordance with the applicable laws. We will send the communication or notices to you either in physical or electronic mode (including sms) at your registered address/email id or registered mobile number provided by you in proposal form or otherwise notified to us. Any change in the registered address/email or registered mobile number of Policyholder or Claimant must be notified to Us immediately.

#### 19. Replacement of Policy Document:

We will replace a lost Policy Document if We are satisfied that it is lost, but We reserve the right to make investigations and to call for evidence of the loss of the Policy Document. If We issue a Policy Document to replace the lost Policy Document, then:

- a) The original Policy Document will cease to be applicable and You agree to indemnify Us from any and all losses, claims, demands or damages arising from or in connection with the original Policy Document.
- b) You will not be entitled to any free look period cancellation on the duplicate Policy Document issued. However, We may permit free look period cancellation in cases where after investigation, it is evident that You did not receive the original Policy Document.
- c) No charge/fee will be levied for replacement of Policy Document.

#### 20. Suicide Exclusion Clause

In case of death of Life Assured due to suicide within 12 months from the date of commencement of the Policy or from the date of revival of the Policy, the nominee of the Policyholder shall be entitled to the Fund Value as available on the date of intimation of death. All benefits under the Policy will cease and the Policy will terminate upon such payment. Further, any charges other than Fund Management Charges recovered subsequent to the date of death of the Life Assured shall be added back to the Fund Value as available on the date of intimation of death.

#### 21. Claim Procedures

##### ***Maturity Claim Procedure:***

In case of Maturity Benefit payout, following documents are required by us to process the claim:

- a) Bank Account details for money transfer (in case the same are not updated),
- b) With respect to NRI/NR customers, documentation on FEMA compliance or such applicable law,
- c) Any other documents including KYC as may be required.

##### ***Death Claim Procedure:***

In the event of the death of the Life Assured, to intimate the claim under the Policy, the Claimant will endeavor to inform Us in writing immediately within a period of 90 days of such death through the Claim Form along with the following documents:

- a) Original Policy Document
- b) Death certificate
- c) Attested copy of photo identity and address proof of the Claimant
- d) Company Specific Claim formats duly completed and signed – Claim Form, Physician's Statement, Treating Hospital Certificate, Employer Certificate
- e) Hospital records/other medical records
- f) Post-mortem/ chemical viscera report, wherever conducted
- g) Police records including First information report, panchnama, police investigation report, final police report only in case of unnatural or Accidental Death.

If We do not receive the notification of the death within 90 days, We may condone the delay if We are satisfied that the delay was for reasons beyond the Claimant's control and pay the claim specified under the Policy to the Claimant. We reserve the right to call for such documents or information, including documents/ information concerning the title of the Claimant, to Our satisfaction for processing the claim. Any claim intimation to Us must be made in writing and delivered to the address, which is currently as follows:

##### **Claims Unit:**

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India; **Resolution Centre:** 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

**Email id:** claims.unit@canarahsbclife.in

Any change in the address or details above will be communicated by Us to You. For further details on the process, please visit our claims section on our website [www.canarahsbclife.com](http://www.canarahsbclife.com). Our liability under the Policy will be automatically discharged on payment to the Claimant as per terms and conditions of the Policy.

22. **Electronic transactions**

In conducting electronic transactions, in respect of this Policy, You will comply with all such terms and conditions as prescribed by Us. Such electronic transactions are legally valid when executed in adherence to such terms and conditions and will be binding on You.

23. **Governing Law and Jurisdiction**

The Policy and all disputes arising under or in relation to the Policy will be governed by and interpreted in accordance with Indian law and by the Indian courts.

24. **Fraud, Misrepresentation and Forfeiture**

Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.. The entire Section 45 is reproduced and enclosed in **Annexure 5**.

25. **Travel And Occupation**

There are no restrictions on travel or occupation under this Policy.

## **PART G**

26. **Grievance Redressal Procedure**

26.1 In case You wish to register a complaint with Us, You may visit our website, approach our resolution centre, grievance officers at hub locations specified under **Annexure 2**, or may write to Us at the following address. We will respond to You within two weeks from the date of our receiving Your complaint. Kindly note that in case We do not receive a revert from You within eight weeks from the date of Your receipt of our response, We will treat Your complaint as closed.

**Complaint Redressal Unit:** Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited; 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India  
Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)  
Email: [cru@canarahsbclife.in](mailto:cru@canarahsbclife.in)

26.2 If You do not receive a satisfactory response from Us within the above timelines, You may write to our Grievance Redressal Officer at:

**Grievance Redressal Officer:** Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited; 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India  
Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)  
Email: [gro@canarahsbclife.in](mailto:gro@canarahsbclife.in)

26.3 If You are not satisfied with Our response or do not receive a response from Us within 15 days, You may approach the Grievance Cell of the Authority at:

**Insurance Regulatory and Development Authority of India; Grievance Call Centre (IGCC)**

Toll Free No:155255 Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in).  
Website Address for registering the complaint online:  
<http://www.igms.irda.gov.in>

**Consumer Affairs Department Insurance Regulatory and Development Authority of India** ; Survey no.115/1, Financial District, Nanakramguda, Gachibowali, Hyderabad- 500032  
Ph: (040) 20204000

26.4 In case You are not satisfied with the resolution or there is no response within a period of 1 month, You/complainant may approach the Insurance Ombudsman for Your State at the address mentioned in **Annexure 1** or on Authority's website [www.irda.gov.in](http://www.irda.gov.in). if the grievance pertains to the matters as mentioned below or an appropriate judicial/quasi-judicial authority having jurisdiction over the matter for redressal of Your grievance. You may also refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html> for updated list of Ombudsmen.

The Ombudsman may receive complaints :

- under Rule 13 of Insurance Ombudsman Rules, 2017 ("Rules");
- for any partial or total repudiation of claim by Us;
- for any dispute in regard to Premium paid or payable;
- for any dispute on the legal construction of the Policy in so far as such dispute relate to claim;
- for delay in settlement of claim;
- for non-issue of any insurance document after receipt of Premium.
- misrepresentation of policy terms and conditions;
- policy servicing related grievances against Company and their agents and intermediaries;
- issuance of policy which is not in conformity with the proposal form submitted by proposer; and
- any other matter resulting from the violation of provisions of Insurance Act, 1938 or regulations, circulars, guidelines or instructions issued by Authority from time to time or terms and conditions of the policy in so far as they relate to issues mentioned above

26.5 As per provision 14(3) of the Rule:- No complaint to the Insurance Ombudsman shall lie unless—(a) the complainant makes a written representation to the insurer named in the complaint and—(i) either the

insurer had rejected the complaint; or (ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or (iii) the complainant is not satisfied with the reply given to him by the insurer; (b) The complaint is made within one year— (i) after the order of the insurer rejecting the representation is received; or (ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant; (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant . As per provision14(5) of the Rule:- 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.

## **Annexure 1**

### **LIST 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](mailto:bimalokpal.ahmedabad@ecoi.co.in) **Jurisdiction:** Gujarat, Dadra & Nagar Haveli, Daman and Diu
- Bengaluru:** Office of the Insurance Ombudsman, Jeevan Soudha Building, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 025. Tel.: 080 - 26652049 / 26652048 Email: [bimalokpal.bengaluru@ecoi.co.in](mailto:bimalokpal.bengaluru@ecoi.co.in) **Jurisdiction:** Karnataka.
- Bhopal:** Office of the Insurance Ombudsman, Janak Vihar Complex, 2<sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P.)- 462 003. Tel.: 0755-2769201 / 2769202 Fax : 0755-2769203 Email: [bimalokpal.bhopal@ecoi.co.in](mailto:bimalokpal.bhopal@ecoi.co.in) **Jurisdiction:** Madhya Pradesh & Chhattisgarh.
- 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](mailto:bimalokpal.bhubaneswar@ecoi.co.in) **Jurisdiction:** Odisha
- 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](mailto:bimalokpal.chandigarh@ecoi.co.in) **Jurisdiction:** Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
- Chennai:** Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai-600 018. Tel.: 044-24336668/24335284 Fax : 044-24336664 Email: [bimalokpal.chennai@ecoi.co.in](mailto:bimalokpal.chennai@ecoi.co.in) **Jurisdiction:** Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
- New Delhi:** Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110002. Tel.: 011-23239633 / 23237532 Fax : 011-23230858 Email: [bimalokpal.delhi@ecoi.co.in](mailto:bimalokpal.delhi@ecoi.co.in) **Jurisdiction:** Delhi
- Guwahati:** Office of the Insurance Ombudsman, "Jeevan Nivesh", 5<sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, Guwahati-781 001(Assam). Tel.: 0361-2132204/2132205 Fax: 0361-2732937 Email: [bimalokpal.guwahati@ecoi.co.in](mailto:bimalokpal.guwahati@ecoi.co.in) **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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: [bimalokpal.hyderabad@ecoi.co.in](mailto:bimalokpal.hyderabad@ecoi.co.in) **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](mailto:bimalokpal.jaipur@ecoi.co.in) . **Jurisdiction:** Rajasthan
- Ernakulam:** Office of the Insurance Ombudsman, 2nd Floor, . CC 27/2603,,Pulinat Bldg., M.G. Road, Ernakulam-682 015. Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: [bimalokpal.ernakulam@ecoi.co.in](mailto:bimalokpal.ernakulam@ecoi.co.in) **Jurisdiction:** Kerala, Lakshadweep, Mahe – a part of Pondicherry
- Kolkata:** Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R. Avenue, Kolkata – 700 072. Tel: 033 22124339/22124340 Fax: 033 22124341 Email: [bimalokpal.kolkata@ecoi.co.in](mailto:bimalokpal.kolkata@ecoi.co.in) **Jurisdiction:** West Bengal, Sikkim, Andaman & Nicobar Islands
- Lucknow:** Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6<sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel: 0522 - 2231330/2231331 Fax: 0522-2231310 Email: [bimalokpal.lucknow@ecoi.co.in](mailto:bimalokpal.lucknow@ecoi.co.in) **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, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
- Mumbai:** Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai-400 054. Tel: 022-26106552/26106960 Fax: 022-26106052 Email: [bimalokpal.mumbai@ecoi.co.in](mailto:bimalokpal.mumbai@ecoi.co.in) **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](mailto:bimalokpal.pune@ecoi.co.in) **Jurisdiction:** Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
- Noida:** Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. 201 301 Tel.: 0120-2514250/52/53



Email: bimalokpal.noida@ecoi.co.in **Jurisdiction:** State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur

**17.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 **Jurisdiction:** Bihar, Jharkhand

\*For updated list of Ombudsman please refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html>

#### **Annexure 2**

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

**Office Address:** 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India

**For the latest Hub-List please refer to our website at [www.canarahlife.com](http://www.canarahlife.com)**

#### **Annexure 3**

### **Section 38 "Assignment and Transfer of Insurance Policies" is reproduced below**

38. (1) A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

(2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1), where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.

(3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policyholder giving notice of such transfer or assignment.

(4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.

(5) Subject to the provisions in sub-section (2), the transfer or assignment will be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, will not be operative as against an insurer, and will not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer:

Provided that where the insurer maintains one or more places of business in India, such notice will be delivered only at the place where the policy is being serviced.

(6) The date on which the notice referred to in sub-section (5) is delivered to the insurer will regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments will be governed by the order in which the notices referred to in sub-section (5) are delivered:

Provided that if any dispute as to priority of payment arises as between assignees, the dispute will be referred to the Authority.

(7) Upon the receipt of the notice referred to in sub-section (5), the insurer will record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement will be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgement relates.

(8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person will be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation.— Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of sub-section (10) hereunder, every assignment or transfer will be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, will be deemed to be the absolute assignee or transferee respectively.

(9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 will not be affected by the provisions of this section.

(10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that —

(a) the proceeds under the policy will become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or

(b) the Life Assured surviving the term of the policy, will be valid:

Provided that a conditional assignee will not be entitled to obtain a loan on the policy or surrender a policy.

(11) In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer will be limited to the amount secured by partial assignment or transfer and such policyholder will not be entitled to further assign or transfer the residual amount payable under the same policy.

#### **Annexure 4**

### **Section 39 "Nomination by Policyholder" is reproduced below**

39. (1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy will be paid in the event of his death:

Provided that, where any nominee is a minor, it will be lawful for the policyholder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer will not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer will furnish to the policyholder a written acknowledgment of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 will automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its re-assignment on repayment of the loan will not cancel a nomination, but will affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policyholder, will not cancel the nomination but will affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination will stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policyholder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy will be payable to the policyholder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy will be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees will be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), will be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they will be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) will operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) will apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.

(11) Where a policyholder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee will be entitled to the proceeds and benefit of his policy.

(12) The provisions of this section will not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied: Provided that where a nomination made whether before or



after the commencement of the Insurance Law (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 will be deemed not to apply or not to have applied to the policy.

#### **Annexure 5**

#### **Section 45 “Policy not to be called in question on ground of misstatement after three years” is reproduced below-**

(1) No policy of life insurance will be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud: Provided that the insurer will have to communicate in writing to the Life Assured or the legal representatives or nominees or assignees of the Life Assured the grounds and materials on which such decision is based.

Explanation I- For the purposes of this sub-section, the expression “fraud” means any of the following acts committed by the Life Assured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy: the suggestion, as a fact of that which is not true and which the Life Assured does not believe to be true; the active concealment of a fact by the Life Assured having knowledge or belief of the fact; any other act fitted to deceive; and any such act or omission as the law specifically declares to be fraudulent.

Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the Life Assured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in sub-section (2), no insurer will repudiate a life insurance policy on the ground of fraud if the Life Assured can prove that the mis-statement of a or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

Explanation –A person who solicits and negotiates a contract of insurance will be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the Life Assured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer will have to communicate in writing to the Life Assured or the legal representatives or nominees or assignees of the Life Assured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on ground of fraud, the Premiums collected on the policy till the date of repudiation will be paid to the Life Assured or the legal representatives or nominees or assignees of the Life Assured within a period of ninety days from the date of such repudiation.

Explanation- For the purposes of this sub-section, the mis-statement of or suppression of fact will not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) Nothing in this sections will prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy will 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 Assured was incorrectly stated in the proposal.