



**PART - A**

Date: < \_\_\_\_\_ >

**Name of Policyholder:**  
**Address of Policyholder:**  
**Contact Number/(s) of Policyholder:**

Dear <Policyholder Name>,

**Sub.: Your Policy No. <<\_\_\_\_\_>> - Edelweiss Tokio Life – Wealth Gain+ (A Unit Linked, Non-Participating, Individual, Life Insurance Product)**

Thank you for choosing Edelweiss Tokio Life as your preferred life insurance partner.

We are confident that the product chosen by you will suit your need.

**Policy Document:**

We have prepared your Policy Document on the basis of the Proposal Form submitted by you. We request you to go through the enclosed Policy Document in detail and check for accuracy of information. A copy of your Proposal Form, First Premium Receipt and other related documents (if any) are enclosed along with this Policy Document for your information and records.

Please preserve this Policy Document safely and inform your Nominee about the same.

For your reference, we are sharing results of your medical examination (if applicable) which was obtained for assessment of your health condition relevant to take a decision on the Proposal for insurance. The report is only indicative in nature and we do not express any opinion on the matter contained in the medical report.

In case you are keen to know more about your Policy or you need any further assistance, you may contact your sales person who advised you while purchasing this Policy at the below details:

Name of the PFA / Corporate Agent / Relationship Manager / Broker	Code/License No.	Contact Nos.

Alternatively, you may contact our Service Expert at 1800 2121 212 or email us at [care@edelweisstokio.in](mailto:care@edelweisstokio.in).

**Cancellation in the Free Look Period:**

In case you do not agree with any of the terms and conditions stated in the Policy Document, you have the option to return the Policy Document to us for cancellation, stating the reasons thereof in writing, within <fifteen (15) days/ thirty (30) days> from the date of receipt of the Policy Document. On receipt of your letter along with the Policy Document, we shall refund an amount as mentioned in the Free Look clause of the Policy Terms and Conditions.

To exercise the Free Look option, you would need to send the Policy Document along with a request letter to us at any of our branches or at our Corporate Office address provided below. You are required to maintain the acknowledgement received from the Company as a proof of submission.

Please note that if the Policy is opted through Insurance Repository ('IR'), the computation of the said Free Look Period will be as stated below:

- For existing e-Insurance Account (eIA): Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance Policy by the IR.

- For New e-Insurance Account: If an application for e-Insurance Account accompanies the Proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the e-Insurance Account(eIA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance Policy by the IR to the eIA, whichever is later, shall be reckoned for the purpose of computation of the Free Look Period.

We look forward to serve you.

Regards,

For Edelweiss Tokio Life Insurance Company Limited

**Authorised Signatory**

**Registered & Corporate Office Address:** 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kirool Road, Kurla (W), Mumbai 400070

**Edelweiss Tokio Life Insurance Company Limited**  
**Registered & Corporate Office Address:** 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroli Road, Kurla (W),  
Mumbai 400070

**POLICY DOCUMENT - Edelweiss Tokio Life – Wealth Gain+**  
**A Unit Linked, Non-Participating, Individual, Life Insurance Product**  
**UIN: 147L061V03**

**POLICY PREAMBLE**

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

This is a Unit Linked, Non-Participating, Individual, Life Insurance Product. This document is the evidence of a contract of insurance between Edelweiss Tokio Life Insurance Company Limited ('the Company') and the Policyholder as described in the Policy Schedule given below. This Policy is based on the Proposal made by the within named Policyholder and/or Life Insured and submitted to the Company along with the required documents, declarations, statements, applicable medical evidence and other information. This Policy is effective upon receipt and realisation, by the Company, of the consideration payable under the Policy. This Policy is underwritten and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

**POLICY SCHEDULE**

<b>Policy Number</b>	<b>Product Name and UIN</b>
<< >>	Edelweiss Tokio Life – Wealth Gain+ (UIN: 147L061V03)

<b>Name of the Policyholder</b>	<b>Date of Birth</b>	<b>Gender</b>	<b>Age</b>
<< >>	<<dd/mm/yyyy>>	<< >>	<< >> years

<b>Address</b>

<b>Name of the Life Insured</b>	<b>Date of Birth</b>	<b>Gender</b>	<b>Age</b>
<< >>	<<dd/mm/yyyy>>	<< >>	<< >> years

**Commented [PS1]:** Should we add the address of LA section? This will entail system changes.

Policy Details	
<b>Policy Commencement Date</b>	<<PCD>>
<b>Risk Commencement Date / Date of Inception of the Policy</b>	<<RCD >>
<b>Policy Term</b>	<< >> years
<b>Premium Paying Term</b>	<<Regular/Limited >> << >> years
<b>Modal Premium</b>	Rs. << amount>>
<b>Premium Paying Frequency</b>	<< Annually/ Semi Annually / Quarterly / Monthly>>
<b>Annualised Premium</b>	Rs. << amount>>
<b>Sum Assured</b>	Rs. << amount>>
<b>Premium Paying Due Date(s)</b>	<< Date & Month of every year / Date of every month >>
<b>Last Premium Due Date</b>	<<Date>>
<b>Expiry Date of Lock-in Period</b>	<<Five years from PCD>>
<b>Maturity Date</b>	<<dd/mm/yyyy>>
<b>Investment Strategy</b>	<< Life Stage & Duration Based Strategy / Self-Managed Strategy>>

**NOMINATION SCHEDULE**

<b>Name of the Nominee (s)</b>	<Nominee 1>	<Nominee 2>	<Nominee 3>
<b>Age of the Nominee (s)</b>			
<b>Nomination Percentage</b>			
<b>Relationship with the Life Insured</b>			
<b>Name of the Appointee (if Nominee is a minor)</b>			

**Commented [PS2]:** Gender of the Nominee is not here. Latest fillings have Gender.

Fund Name	SFIN	Allocation (%)
Equity Large Cap Fund	ULIF00118/08/11EQLARGECAP147	
Equity Top 250 Fund	ULIF0027/07/11EQTOP250147	
Bond Fund	ULIF00317/08/11BONDFUND147	
Managed Fund	ULIF00618/08/11MANAGED147	
Equity Mid Cap Fund	ULIF01107/10/16ETLMIDCAP147	
Equity Blue Chip Fund	ULIF01226/11/18ETLBLUCHIP147	
Gilt Fund	ULIF01326/11/18ETLGILTFND147	
<b>Total</b>		

**Stamp Duty paid:** Rs.<< POL-STMP-DUTY-AMT>>/- paid by Pay Order vide Mudrank receipt no: \_\_\_\_\_ dated \_\_\_\_\_

For Edelweiss Tokio Life Insurance Company Limited

**Authorised Signatory**

*This Policy Document is signed using a digital signature for and on behalf of Edelweiss Tokio Life Insurance Company Limited.*

**We request you to go through the Policy Document and check for the accuracy of information provided therein. In case you notice any mistake you may return the Policy Document to us for necessary correction.**

SAMPLE

**PART – B**

**DEFINITIONS**

<b>Defined Term</b>	<b>Meaning</b>
<b>Age/ Age at entry:</b>	means the age (last birthday) of the Policyholder and/or Life Insured in completed years as on Policy Commencement Date.
<b>Annualised Premium:</b>	means the premium amount payable in a Policy Year excluding the taxes, rider premiums and underwriting extra premium on the riders if any. Annualised Premium is selected by the Policyholder at the inception of the Policy.
<b>Appointee:</b>	means the person registered with us in the Nomination Schedule who is authorised to receive and hold in trust the benefits under this Policy on behalf of the Nominee/(s), if the Nominee/(s) is/are less than Age 18 on the date of payment.
<b>Assignee:</b>	means the person to whom the rights and benefits under this Policy are transferred by virtue of assignment under section 38 of the Insurance Act, 1938 as amended from time to time.
<b>Charges:</b>	means or refers to the charges listed in the Table of Charges under Section 2 of Part - E of this Policy Document.
<b>Death Benefit:</b>	means the Benefits which would be payable on death of the Life Insured and as specified in the Policy Document.
<b>Discontinuance:</b>	means the state of a policy that could arise on account of surrender of the policy or non-payment of the contractual premium due before the expiry of the Grace Period.
<b>Discontinuance Charge:</b>	means the charge deducted from the Fund Value in case the Policyholder opts to discontinue the premium payment or withdraw from the Policy as per the provision under Section 7 c) of Part – C read with Section 2 of Part - E.
<b>Date of Discontinuance:</b>	means the date on which the Company receives the intimation from you about Discontinuance of Policy or Surrender of Policy or expiry of the Grace Period, whichever is earlier, as specified in the provisions on Discontinuance of Premium Payment.
<b>Discontinued Policy Fund:</b>	means the segregated Fund of the Company that is set aside and is constituted by the Fund Value, as applicable, of all the policies discontinued during the Lock in Period, determined in accordance with the Regulations.
<b>Fund/(s):</b>	means the investment funds earmarked by the Company for unit linked business and available under this Policy and which are managed by us.
<b>Fund Value / Policy Fund Value:</b>	means the value obtained by multiplying the number of Units allocated to your Policy by the corresponding price of the Units (Net Asset Value).
<b>Fully Paid-up:</b>	means the state of the Policy when all Premiums payable for the entire Premium Paying Term have been paid in full.
<b>Grace Period:</b>	means a period of fifteen (15) days from the Premium Paying Due Date specified in the Policy Schedule if the Premium is payable on a monthly basis and a period of thirty (30) days from the Premium Due Date specified in the Policy Schedule for all other frequencies, for the payment of premium, without any penalty/late fee, during which the Policy is considered to be In-Force with the Risk Cover.
<b>In-Force:</b>	means the status of the policy during the Policy Term when all the due premiums have been paid or the Policy is not in a state of discontinuance
<b>IRDAI / Authority:</b>	means Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
<b>Insurance Act:</b>	means The Insurance Act, 1938 as amended from time to time.
<b>Investment Strategy:</b>	means the options chosen by the Policyholder for investment of the money i.e. either Life Stage & Duration Based Strategy or Self-Managed Strategy.
<b>Life Insured:</b>	means the person named in the Policy Schedule whose life is insured under this Policy.
<b>Lock-in Period:</b>	means the period of five consecutive years from the Policy Commencement Date.
<b>Maturity Date:</b>	means the date specified in the Policy Schedule on which this Policy matures and terminates.
<b>Maturity Benefit:</b>	means the benefit payable at the end of the Policy Term.

<b>Base Premium/Modal Premium/ Premium/ premium:</b>	means an amount stated in the Policy Schedule payable by you to us by the due dates, at the Premium Frequency, in the manner specified in the Policy Schedule, to secure the benefits under this Policy.
<b>Net Asset Value:</b>	means the price per Unit of the Fund.
<b>Nominee:</b>	means the person named in the Policy Schedule who has been nominated by the Life Assured in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time to receive benefits in respect of this Policy.
<b>Paid-up Sum Assured:</b>	means Sum Assured multiplied by the Number of premiums paid and divided by Number of premiums payable
<b>Partial Withdrawal:</b>	means any part of the Fund that is withdrawn by the Policyholder during the Policy Term.
<b>Policy:</b>	means the contract of insurance as evidenced by this Policy Document, the Proposal Form and any other information/document/(s) provided to Us in respect of the Proposal Form and any endorsement issued by us.
<b>Policyholder / You / you / Your / your:</b>	means or refers to the Policyholder stated in the Policy Schedule.
<b>Policy Document</b>	means this entire document from Part A to Part G
<b>Policy Term:</b>	means the term of the Policy as specified in the Policy Schedule and is the time period between the Policy Commencement Date and the Maturity Date.
<b>Policy Anniversary:</b>	means the date in every year of the Policy Term corresponding with the Policy Commencement Date as specified in the Policy Schedule. If the said corresponding date is not available in the calendar year then the last day of that calendar month will be taken for this purpose.
<b>Policy Month Anniversary:</b>	means the date in every month of the Policy Term corresponding with the Policy Commencement Date as specified in the Policy Schedule. If the said corresponding date is not available in the calendar month then the last day of the calendar month will be taken for this purpose.
<b>Policy Month:</b>	means a period of one month starting from Policy Commencement Date as stated in the Policy Schedule and ending on the day immediately preceding the following Policy Month Anniversary date and each subsequent period of one month thereafter.
<b>Policy Year:</b>	means a period of twelve consecutive months starting from Policy Commencement Date as stated in the Policy Schedule and ending on the day immediately preceding the following Policy Anniversary date and each subsequent period of twelve consecutive months thereafter.
<b>Policy Commencement Date:</b>	means the date as shown in the Policy Schedule from which the Policy commences.
<b>Policy Schedule:</b>	means the Schedule and any endorsements attached to and forming part to this Policy and if any updated Schedule is issued, then the Schedule latest in time.
<b>Premium Paying Term:</b>	means the term in years as specified in the Policy Schedule during which the Premiums are payable by You to Us under this Policy.
<b>Proposal Form:</b>	means the signed and dated form and any accompanying declarations or statements submitted to Us by the Policyholder and/ or Life Insured as applicable for the purpose of obtaining this Policy.
<b>Reduced Paid-up</b>	means the state of the Policy in which the Risk Cover continues for a Paid-up Sum Assured . During the Reduced Paid-up state all applicable Charges would be deducted.
<b>Regulations:</b>	means the IRDAI (Unit Linked Insurance Products) Regulations 2019 and any other applicable laws issued and as may be amended from time to time.
<b>Relevant Partial Withdrawals:</b>	means Partial Withdrawals which will be adjusted from the Sum Assured while calculating the Death Benefit. It will be calculated as the Sum of Partial Withdrawals made during the two-year period immediately preceding the date of death of the Life Insured. Partial Withdrawals made from the Top-up Fund shall not be deducted for this purpose.
<b>Risk Commencement Date / Date of Inception of the Policy:</b>	means the date as stated in the Policy Schedule on which your insurance coverage / Risk Cover under this Policy commences.
<b>Risk Cover:</b>	means the insurance cover provided under this Policy against the risk of death and shall be deemed to commence from the Risk Commencement Date as specified in the Policy Schedule.

<b>Revival:</b>	means the restoration of the Policy and all its benefits by us (which was discontinued due to the non-payment of Premium(s) by you and as mentioned in Part D, Section 10), upon receipt of all due Premiums and other Charges, if any, as per the terms and conditions of the Policy and upon being satisfied as to the continued insurability of the Life Insured on the basis of information, documents and reports furnished by you, in accordance with the Board approved underwriting guidelines.
<b>Revival Period:</b>	means the period of three consecutive complete years from the date of first unpaid premium
<b>Sum Assured</b>	means the amount as specified in the Policy Schedule
<b>Switch/(es):</b>	means a facility to change the investment pattern under the Funds selected by you by moving from one Fund to another, either wholly or in part.
<b>Surrender:</b>	means the complete withdrawal as per the provision under Section 7 c) of Part C or termination of the Policy by the Policyholder as per provision under Section 1 of Part D.
<b>Surrender Value:</b>	means an amount payable on Surrender of this Policy as per Section 1 of Part D.
<b>Top-up Premium:</b>	Means an amount of premium that is paid by the Policyholder at irregular intervals besides basic regular premium payments specified in the Policy and is treated as single premium for all purposes.
<b>Top-up Sum Assured:</b>	means the Sum Assured pertaining to Top-up Premium/s and will be calculated as 1.25 times the Top-up Premium/s.
<b>Unit:</b>	means a proportionate part of the unit account created solely for the purpose of determining the benefits payable under the Policy.
<b>We/we/Our/Us/us/ Company:</b>	means Edelweiss Tokio Life Insurance Company Limited.

**Interpretation:** In this Policy Document, where appropriate, references to the singular will include references to the plural and references to one gender will include references to the other.

**PART – C**

**POLICY BENEFITS**

1. **Death Benefit:** Subject to Policy being In Force as on the date of death or in a Reduced Paid Up stage (as the case maybe), the Death Benefit shall be payable to the Nominee. The Death Benefit payable is given in the table below.

<b>For In-force Policy</b>	<b>For Reduced Paid-up Policy</b>
Higher of: a. Sum Assured less Relevant Partial Withdrawals; b. Fund Value as on the date of intimation of the claim to the company; c. 105% of total Base Premiums paid till the time of death.  Plus  Higher of: d. Top-up Sum Assured; e. Top-up Fund Value as on the date of intimation of the claim to the company; f. 105% of total Top-up Premiums paid till the time of death.  On death of the Life Insured, Death Benefit will be payable and policy will terminate.	Higher of: a. Paid-up Sum Assured less Relevant Partial Withdrawals; b. Fund Value as on the date of intimation of the claim to the company; c. 105% of total Base Premiums paid till the time of death.  Plus  Higher of: d. Top-up Sum Assured; e. Top-up Fund Value as on the date of intimation of the claim to the company; f. 105% of total Top-up Premiums paid till the time of death.  On death of the Life Insured, Death Benefit will be payable and policy will terminate.

In case of death of the Life Assured who is a minor, the death benefit will be paid to the Proposer in the policy.

**Death Benefit if premiums are discontinued is as mentioned below:**

In case of death of the Life Insured when Policy is in the state of discontinuance as on date of death, the Death Benefit shall be Discontinued Policy Fund Value as on the date of intimation of the claim to the Company, subject to minimum guaranteed interest rate applicable to the Discontinued Policy Fund.

2. **Maturity Benefit:**

On survival of the Life Insured till the Maturity Date, provided the Policy is In-Force, we will pay the Fund Value as on the Maturity Date. The amount will be payable as a lumpsum or as per the Settlement Option chosen by the Policyholder and as detailed in Section 3 of Part D.

### 3. Additions:

#### a) Loyalty Additions

The Loyalty Additions are applicable for policies with Premium Paying Term of greater than or equal to 10 years. Loyalty Additions, as a percentage of last 12 month's average of daily fund value (including Top-Up Fund Value), is added at the end of 10<sup>th</sup> Policy Year and every Policy Year thereafter till the end of Premium Paying Term, provided all the premiums which have fallen due for that Policy Year have been paid. The Loyalty Additions percentage is 0.11% per annum.

The total fund value including the Loyalty Additions and Booster Additions already added till previous Policy Year will be considered to calculate the future Loyalty Additions.

Loyalty Additions will be added to the Fund Value on the last day of the respective Policy Year and will be added in the same proportion as the total Fund Value held in the unit linked funds at the time of additions. The Loyalty Additions once added will form the part of the fund value.

Loyalty Additions will not be added if the Policy is in Reduced Paid-Up status and during the Revival Period. In case of Revival of the Policy, Loyalty Additions, will commence from the end of the Policy Year in which the Policy is revived. However, Loyalty Additions added before the Policy becomes Reduced Paid up would already have formed part of the Fund Value.

#### b) Booster Additions:

Booster Additions, as a percentage of last 60 month's average of daily Fund Value (including Top-up Fund Value), is added at the end of 15<sup>th</sup> Policy Year and 20<sup>th</sup> Policy Year. The Booster Additions percentage is 0.50% for 15<sup>th</sup> Policy Year and 0.75% for 20<sup>th</sup> Policy Year.

The total fund value including the Loyalty Additions, if any and Boosters Additions already added till previous policy year will be considered to calculate the future Booster Additions.

Booster Additions will be added to the fund value on the last day of the 15<sup>th</sup> and 20<sup>th</sup> Policy Year and will be added in the same proportion as the total Fund Value held in the unit linked funds at the time of additions. The Booster Additions once added will form the part of the Fund Value.

Booster Additions will not be added if the Policy is in the Reduced Paid-Up status and during the Revival Period. In case of Revival of the Policy, Booster Additions, will commence from the end of the Policy Year in which the Policy is revived.

#### c) Return of Mortality Charge:

Subject to the Policy being Inforce and all due Premiums are paid till Maturity Date, on survival till Maturity Date the total Mortality Charges (excluding extra mortality charges due to sub-standard life and taxes as applicable) deducted during the Policy Term will be added to the Fund Value at the Maturity Date.

##### The Return of Mortality Charges is subject to following conditions:

1. All the due premiums payable under the policy are paid till the Maturity Date.
2. The amount of Return of Mortality Charge will be added in the same proportion as the Fund Value held in the unit linked funds at Maturity. NAV applicable as on the Maturity Date will be used for the unitization, if applicable.
3. Return of Mortality Charge also include the mortality charges deducted from the Top-up fund value.
4. Return of Mortality Charge is not applicable for reduced paid-up policy.

**4. Payment Of Premium, Grace Period and Discontinuance of Premium Payment:**

a)	<b>Payment of Premium:</b>
	You shall pay the Premium for the entire Premium Paying Term. The amount of Premium payable, the frequency at which it must be paid, the Premium Paying Term and the Premium Paying Due Date are stated in the Policy Schedule.
b)	<b>Grace Period:</b>
	<p>If we do not receive the Premium in full by the Premium due date, then:</p> <p>(i) We will allow a Grace Period of fifteen (15) days from the due date of Premium for a monthly premium frequency and a period of thirty (30) days for other premium frequencies, during which the Policyholder must pay the Premiums due in full.</p> <p>(ii) During this period the Policy is treated as In-Force with deduction of all applicable Charges and you will be eligible for all benefits under the Term of the Policy.</p>
c)	<b>Discontinuance of Premium Payment:</b>
	<p><b>A. Discontinuance of Policy during the Lock-in-Period (during the first 5 Policy Years)</b></p> <p>Upon expiry of the Grace Period, in case of Discontinuance of Policy due to non-payment of premium, the Fund Value after deducting the applicable Discontinuance Charges, as mentioned in Part E, Section 2, shall be credited to the Discontinued Policy Fund and the risk cover and rider cover, if any, shall cease.</p> <p>All such discontinued policies shall be provided a Revival Period . On such discontinuance, the Company shall communicate the status of the policy, within three months of the first unpaid premium to You and provide the option to revive the Policy within the Revival Period.</p> <p>i) In case You opt to revive but do not revive the Policy during the Revival Period, the proceeds of the Discontinued Policy Fund shall be paid to You at the end of the Revival Period or Lock-in Period whichever is later. In respect of Revival Period ending after lock-in Period, the Policy will remain in Discontinuance Fund till the end of the Revival Period. The Fund Management Charges of Discontinued Fund will be applicable during this period and no other charges will be applied.</p> <p>ii) In case You do not exercise the option as set out above, the Policy shall continue without any risk cover and rider cover, if any, and the Policy Fund shall remain invested in the Discontinued Policy Fund. At the end of the Lock-in Period, the proceeds of the Discontinued Policy Fund shall be paid to You and the Policy shall terminate.</p> <p>iii) However, You have an option to surrender the Policy anytime and proceeds of the Discontinued Policy Fund shall be payable at the end of the Lock-in Period or date of surrender whichever is later.</p> <p><i>“proceeds of the Discontinued Policy Fund” means the Fund Value as on the date the Policy was discontinued, after addition of interest computed at the interest rate stipulated in Regulation 13 of IRDAI (Unit Linked Insurance Products) Regulations, 2019.</i></p> <p><b>B. Treatment of Policy while in Discontinued Policy Fund</b></p> <p>Fund Value (net of relevant Discontinuance Charges) of the Policy discontinued is credited to the Discontinued Policy Fund. The proceeds of the Discontinued Policy Fund along with the returns generated on the same shall be available only upon completion of the Lock in Period or Revival</p>

	<p>Period, as applicable. The minimum guaranteed interest rate applicable to the Discontinued Policy Fund shall be declared by the Authority from time to time. The current minimum guaranteed interest rate applicable to the Discontinued Policy Fund is 4 per cent per annum.</p> <p>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 Policy Fund and will not be made available to the shareholders.</p> <p>The Fund Management Charge on the Discontinued Policy Fund shall be declared by the Authority from time to time. Currently, the Fund Management Charge shall not exceed 50 basis points per annum.</p> <p><b>C. Discontinuance of Policy after the Lock-in-Period (after first 5 policy years)</b></p> <p>Upon expiry of the Grace Period, in case of Discontinuance of Policy due to non-payment of premium after the Lock-in Period, the Policy shall be converted into a Reduced Paid Up status with the paid-up sum assured i.e. original sum assured multiplied by the total number of premiums paid to the original number of premiums payable as per the terms and conditions of the Policy. The Policy shall continue to be in Reduced Paid-Up status without rider cover, if any. All charges as per terms and conditions of the Policy may be deducted during the Revival Period. However, the Mortality Charges shall be deducted based on the reduced paid up sum assured only.</p> <p>On such discontinuance, the Company shall communicate the status of the Policy, within three months of the first unpaid premium to You and provide the following options:</p> <ol style="list-style-type: none"> <li>1) To revive the Policy within the Revival Period, or</li> <li>2) Complete withdrawal of the Policy.</li> </ol> <ol style="list-style-type: none"> <li>i) In case You opt for (1) above but do not revive the Policy during the Revival Period, the Fund Value shall be paid to You at the end of the Revival Period.</li> <li>ii) In case You do not exercise any option as set out above, the Policy shall continue to be in Reduced Paid Up status. At the end of the Revival Period the proceeds of the Discontinued Policy Fund shall be paid to the Policyholder and the Policy shall terminate.</li> <li>iii) However, You have an option to surrender the Policy anytime and proceeds of the Discontinued Policy Fund shall be payable.</li> </ol> <p>In case You opt for complete withdrawal, then on the date of receipt of intimation, the Policy will be surrendered and Fund Value will be payable.</p>
<b>d)</b>	<b>Foreclosure of the Policy</b>
	If at any time after the first five Policy Years, the Fund Value becomes 'Nil', then the Policy shall be foreclosed.

#### 5. Top-up Premium

During the Policy Term<sup>#</sup>, the Policyholder can pay additional premiums in a Policy Year, over and above the Premium under the Policy, subject to all due Premiums being paid in full at the time of making the Top-up Premium.

<sup>#</sup>Top-up cannot be made in the five Policy Years prior to the Maturity Date of the Policy.

Top-up Premiums invested in the Policy will be managed in a separate Top-up account and would be locked-in for a period of five (5) years from the Top-up Premium payment date except in case of complete withdrawal.

The minimum amount for Top-up Premium is Rs.5,000/- and at any point of time during the Policy Term, the total Top-up Premiums paid shall not exceed the sum total of the Premiums paid to date, subject to Board approved underwriting guidelines of the Company as may be applicable from time to time.

Every Top-up premium payment will have a corresponding Top-up Sum Assured. The Top-up Sum Assured shall be based on the Age at the time of payment of Top-up Premium but not on the Age at entry of the Life Insured. The Top-up Sum Assured will not be reduced in case of any Partial Withdrawals made from the Top-up fund.

SAMPLE

## **PART – D**

### **Other Benefits**

#### **1. Surrender Benefit:**

At any time during the Policy Term, the Policyholder can submit a written request to surrender the Policy.

##### **If the request for Surrender is received before the completion of first 5 Policy Years:**

The Fund Value net of Discontinuance Charge shall be credited to the Discontinued Policy Fund. Thereafter the treatment will be in accordance with the provisions as mentioned under Part C, section 5 c), point B and Part D, Section 10.

##### **If the request for Surrender is received after the completion of first 5 Policy Years:**

The Policyholder shall be entitled to the Fund Value as on date of surrender and Policy will terminate.

#### **2. Partial Withdrawal:**

The Policyholder is allowed to make a Partial Withdrawal from the Policy at any time after the completion of the fifth Policy Year.

All such withdrawals, will be first adjusted from the Top-up Fund Value<sup>^</sup>, if available under the Policy at the time of Partial Withdrawal and then from the Policy Fund Value. There is a lock-in period of five years for each Top-Up Premium from the date of payment of that Top-Up Premium for the purpose of Partial Withdrawals.

<sup>^</sup> *Top-up Fund Value shall exclude the Top-up Premium, which is locked in (for five years as per the Top-up provision in Section 8 of Part – C) as on the date of each request for Partial Withdrawal.*

All Partial Withdrawals are subject to the following rules:

- The Life Insured has attained an Age of 18 years.
- Minimum amount that can be withdrawn is Rs.500 per withdrawal.
- Maximum Partial Withdrawal: Fund Value in excess of 105% of total premiums (including Top-Up Premium) paid till the time of withdrawal can be withdrawn. If the resultant Fund Value after payment of the Partial Withdrawal amount is less than 105% of total premiums paid (including Top-up premiums), then such benefit amount will not be paid.
- The Relevant Partial Withdrawals with respect to the Fund Value from the Premiums (excluding the Top-Up Premiums) will only be counted for the purpose of adjusting the Sum Assured to be payable on death.
- Partial Withdrawals which would result in termination the Policy will not be allowed.
- Partial Withdrawals are not chargeable.
- The Policyholder can exercise unlimited Partial Withdrawals in a Policy Year as long as the Maximum limits as highlighted above are maintained.

#### **3. Settlement Options for Maturity Benefit**

##### **Instalments:**

If you opt for the Settlement Option, you will receive a regular flow of Maturity Benefit , in instalments, for a payout period of 1, 2, 3, 4 or 5 years ('Settlement Term') and in a pre-determined frequency of payout ('yearly, half-yearly, quarterly or monthly instalments') as chosen by You at least six months prior to the Maturity Date.

**Settlement option will be managed in the below mentioned method:**

- i) The amount paid out to Policyholder in each instalment will be the outstanding Fund Value as at that instalment date divided by the number of outstanding instalments.
- ii) Instalment payments will be made by redeeming Units from the Funds at the Unit Price applicable on the instalment date. The first instalment under settlement option shall be payable on the date of maturity.
- iii) The risk cover shall be maintained at 105% of the total premiums paid. Accordingly, mortality charges will be deducted.
- iv) No charges except Fund Management Charge, switching charges, if any and mortality charges will be deducted during this period.
- v) At any point of time, you can ask for full payment of balance Fund Value, without any charges.
- vi) On complete withdrawal request the Fund Value as on date will be payable.
- vii) The Fund Value will remain invested in the existing funds unless specifically switched by You. During the settlement period, the investment risk in the investment portfolio is borne by You.
- viii) In case of death of Life Assured during settlement period: Higher of balance Fund Value or 105% of the total premiums paid, is payable to the nominee/ legal heir.
- ix) Half-yearly, Quarterly and Monthly modes are available only through ECS credit.
- x) Partial Withdrawals are not allowed during this period.
- xi) Switches are allowed during this period.
- xii) No Loyalty Additions or Booster Additions will be added during the period of the Settlement option.

**4. Switches**

The Policyholder may make unlimited switches, without any Charge, at any time in a Policy Year other than the time when the Policy Fund is transferred to the Discontinued Policy Fund. The Policyholder may, request the Company to switch a part or whole of the allocated Units from one investment Fund to another investment Fund as desired. The minimum switch amount per switch must be Rs.5, 000/-. Switching facility is available only in Self-Managed Strategy.

**5. Premium Redirection**

The Policyholder may write to the Company, at least two weeks prior to the Premium Payment Due Date, requesting for a change in the premium allocation percentage of future premiums by using the Premium Redirection facility. The change request shall then apply to all future Premiums including Top-up Premiums paid in the Policy after the change request being received and accepted by the Company, but shall not affect the existing units. The Policyholder may use this facility for free, unlimited number of times in each Policy Year during the Policy Term other than the time when the Policy Fund is transferred to the Discontinued Policy Fund. Premium redirection facility is available only in Self-Managed Strategy.

**6. Policy Loan**

There is no loan facility under this Policy

**7. Change in Premium Paying Term**

The Policyholder may request the Company for a change (increase or decrease) in the Premium Paying Term at any time while the Policy is In-Force subject to all due Premiums till the date of such request have been paid in full. The alteration shall be allowed only if all the eligibility conditions as applicable at inception of the policy are met and in accordance with the Board Approved Underwriting Policy. Such option can be exercised while the policy is in-force and before the expiry of the existing premium paying term.

**8. Termination of Policy**

The Policy will terminate at the earliest of:

- i. The date of processing the Free Look cancellation request; or
- ii. The date of intimation about the death of the Life Insured; or

- iii. The Maturity Date (if Settlement option is not chosen); or
- iv. The date of payment of Surrender Value of the Policy after the Lock-in Period; or
- v. The date on which the Policy Forecloses; or
- vi. The date of receipt of your request to terminate the Settlement Option or on the expiry of the Settlement Term as chosen by you

**9. Free Look Period:**

You may return this Policy Document to us within 15 days\* of receipt of the Policy Document if you disagree with any of the terms and conditions of the Policy by giving us written reasons for your objection. We will refund the following amount to the Policyholder under the Free Look Period as follows:

Fund Value as on the date of cancellation of the Policy **plus** non-allocated premium, if any **plus** charges levied by cancellation of units **minus** (Stamp duty + medical expenses, if any, + proportionate risk premium for the period on cover)

\* Free Look Period of 30 days will be offered for policies sold through distance marketing (where distance marketing means sale of insurance products through any means of communication other than in person).

To exercise the Free Look option, you would need to send/submit the original Policy Document along with a request letter to us at any of our branches or at our Corporate Office address provided below. You are required to maintain the acknowledgement received from the Company as a proof of submission.

**10. Policy Revival:**

The Policyholder can revive the Policy within three years from the date of first unpaid premium

To exercise the Revival option, the Policyholder is required to provide the Company with a written application along with payment of all due and unpaid Premiums. The proof of continued insurability and medical examination, if required (medical examination cost to be borne by the Policyholder) and the results thereof would be reviewed by the Company as per the then Board approved underwriting policy.

***Revival of a Discontinued Policy during the lock-in-period***

- a) Where You revive the Policy, the Policy will be revived restoring the risk cover, along with the investments made in the segregated funds as chosen by You, out of the Discontinued Policy Fund, less the applicable charges as mentioned below in accordance to the terms and conditions of the Policy.
- b) The Company, at the time of revival:
  - i. Shall collect all due and unpaid premiums will be collected without any interest or fee.
  - ii. May levy Policy Administration Charge and Premium Allocation Charge as applicable during the Discontinuance period. Guarantee charges, if applicable during the discontinuance period, may be deducted provided the guarantee continues to be applicable. No other charges will be levied.
  - iii. Shall add back to the Fund, the Discontinuance Charges deducted at the time of Discontinuance of the Policy.

***Revival of a Discontinued Policy after the Lock-in-Period***

- a) Where You revive the Policy, the Policy shall be revived restoring the original risk cover in accordance with the terms and conditions of the Policy.
- b) The Company, at the time of Revival:
  - i. Shall collect all due and unpaid premiums under the Policy without charging any interest or fee. The rider, if any, may also be revived at the option of the Policyholder.
  - ii. May levy Premium Allocation Charge as applicable. The guarantee charges may be deducted, if guarantee continues to be applicable.
  - iii. No other charges shall be levied.

Loyalty Additions and Booster Additions will not be added if the Policy is in Reduced Paid-Up status or during the Revival Period. In case of revival of the Policy, Loyalty Additions and Booster Additions, if applicable, will commence from the end of the policy year in which the policy is revived.

**PART – E**

**1. FUND and UNIT PROVISIONS**

<b>a)</b>	<b>Funds available:</b>	
	<p>The Funds available under this Policy for you to invest in are listed in the Table of Funds Section 3 of Part E. The description of these Funds and the objectives of each are listed in the Table of Funds.</p> <p>For investment of funds you can choose from any one of the two offered Investment Strategies i.e. Life Stage &amp; Duration Based Strategy or Self-Managed Strategy wherein the policyholder can invest as per his/her choice of funds.</p> <p>Switching and premium redirection is not allowed under the Life Stage &amp; Duration Based Strategy. However, the Policyholder may opt in or opt out of this option anytime during the Policy Term.</p> <p>You understand and agree that the underlying assets relating to the Funds shall remain our absolute beneficial ownership.</p>	
<b>b)</b>	<b>What are Units:</b>	
	<p>Units are a proportionate part of the Fund which are created within the Fund and referenced to the underlying assets.</p>	
<b>c)</b>	<b>Determination of the Unit Price:</b>	
	<p>The Unit Price of each Fund shall be computed as set out below or by any other method as may be prescribed by IRDAI:</p> <p>[Market Value of investment held by the Fund <b>plus</b> Value of Current Assets <b>less</b> (Value of Current Liabilities and provisions, if any)]</p> <p><b>Divided by,</b> Number of Units existing under the Fund at valuation date, before any new Units are created or redeemed.</p>	
<b>d)</b>	<b>Conditions for Unit Encashment:</b>	
	<b>Timing of payment/request for payment:</b>	<b>Applicable NAV</b>
	First Premium deposit	The date of Premium realization OR the underwriting decision date, whichever is later
	Renewal Premium / Top-up Premium deposit received by us through local cheque, cash or demand draft payable at par where the premium is received before 3:00 pm on a business day	Closing NAV of the date of receipt of premiums OR the due date of that instalment of premium, whichever is later
	Renewal Premium / Top-up Premium deposit received by us through local cheque, cash or demand draft payable at par where the premium is received after 3:00 pm on a business day	Closing NAV of the next business day OR the due date of that instalment of premium, whichever is later/
	Renewal Premium / Top-up Premium deposit received by us through outstation cheque or demand draft	Closing NAV of the date on which payment is realized OR the due date of that instalment of premium, whichever is later
	Payment of the Death Benefit	The closing NAV of the date on which the claim is intimated.
	In respect of requests received by us from you on surrender, maturity claim, switch out, freelook Maturity, partial withdrawal, etc, up to 3 p.m.	Closing NAV of the date of receipt of request by the Company

In respect of requests received by us from you on surrender, maturity claim, switch out, freelook Maturity, partial withdrawal, etc, after 3 p.m.	Closing NAV of the next business day
e)	<b>Exceptional circumstances:</b>
<p>a. The Company will value the Funds on each day that the financial markets are open. However, the Company may value the Funds less frequently in extreme circumstances external to the Company, where the value of the assets is too uncertain. In such circumstances, the Company may defer the valuation of assets for up to 30 days until the Company feels that certainty as to the value of assets has been resumed. The deferment of the valuation of assets will be with prior approval of IRDAI.</p> <p>b. The Company will make investments as per the Fund Mandates given in Section 3 of part E. However, the Company reserves the right to change the exposure of all/any 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, terror situations. The same will be put back as per the base mandate once the situation has corrected.</p> <p>c. Some examples of such circumstances [in Sub-Section a) and Sub-Section b) above] are:</p> <ul style="list-style-type: none"> <li>• When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Fund are closed otherwise than for ordinary holidays.</li> <li>• When, as a result of political, economic, monetary or any circumstances out of the control of the Company, the disposal of the assets of the Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining Policyholders.</li> <li>• During periods of extreme market volatility during which Surrenders and Switches would be detrimental to the interests of the remaining Policyholders.</li> <li>• In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.</li> <li>• In the event of any force majeure or disaster that affects the normal functioning of the Company.</li> <li>• If so directed by IRDAI.</li> </ul> <p>d. The Policyholder shall be notified of such a situation if it arises.</p>	
f)	<b>Unit Statement:</b>
<p>A Unit statement with the total number of Units under each of the Funds as per the Investment Strategy chosen by you and the respective NAV showing the performance of the Fund will be issued to you on each Policy Anniversary and also as and when a transaction takes place.</p>	

2. **TABLE OF CHARGES**

i. **Policy Administration Charges:**

When and how applicable	At what rate	When can it be changed
NIL		

ii. **Fund Management Charges ('FMC'):**

When and how applicable	At what rate		When can it be changed
FMC are levied for the management of the Funds as a percentage of the value of assets and is charged at the time of calculation of NAV of the Fund, on a daily basis, at the rate of:	Fund	FMC (p.a.)	May be changed with prior approval of IRDAI but shall not exceed 1.35% per annum.
	Equity Large Cap Fund	1.35%	
	Equity Top 250 Fund	1.35%	
	Bond Fund	1.25%	
	Managed Fund	1.35%	
	Equity Mid Cap Fund	1.35%	
	Equity Blue Chip Fund	1.35%	
	Gilt Fund	1.25%	
	Discontinued Policy Fund	0.50%	

iii. **Guarantee Charge:**

Not Applicable

iv. **Surrender/Discontinuance Charges:**

When and how applicable	At what rate			
Surrender/Discontinuance Charge is levied on complete withdrawal of the Policy on the Discontinuance Date at the rates mentioned in the table:	Where the policy is discontinued during the policy year	Discontinuance Charges for the policies having annualised premium up to Rs.25,000/-	Discontinuance Charges for the policies having annualised premium from Rs. 25,001/- to Rs. 50,000/-	Discontinuance Charges for the policies having annualised premium above Rs. 50,000/-
	1	Lower of 20% of (AP or FV) subject to maximum of Rs 3000	Lower of 6% of (AP or FV) subject to maximum of Rs 3000	Lower of 6% of (AP or FV) subject to maximum of Rs 6000
	2	Lower of 15% of (AP or FV) subject to maximum of Rs 2000	Lower of 4% of (AP or FV) subject to maximum of Rs 2000	Lower of 4% of (AP or FV) subject to maximum of Rs 5000
	3	Lower of 10% of (AP or FV) subject to maximum of Rs 1500	Lower of 3% of (AP or FV) subject to maximum of Rs 1500	Lower of 3% of (AP or FV) subject to maximum of Rs 4000
	4	Lower of 5% of (AP or FV) subject to maximum of Rs 1000	Lower of 2% of (AP or FV) subject to maximum of Rs 1000	Lower of 2% of (AP or FV) subject to maximum of Rs 2000
	5 and onwards	NIL	NIL	NIL

AP = Annualised Premium FV = Fund Value on the date of discontinuance Discontinuance Charges do not apply on Top-up Premium.	

v. **Switching Charges:**

When and how applicable	At what rate	When can it be changed
Nil		

vi. **Premium Allocation Charges:**

When and how applicable	At what rate	When can it be changed
Nil - Base Premium & Top-up Premium		

vii. **Premium Redirection Charges:**

When and how applicable	At what rate	When can it be changed
Nil		

viii. **Partial Withdrawal Charges:**

When and how applicable	At what rate	When can it be changed
Nil		

ix. **Mortality Charges:**

When and how applicable	When can it be changed
Mortality Charges are recovered on a monthly basis (on every policy month anniversary) after the Policy Commencement Date by cancellation of appropriate number of Units from the Fund Value.	Cannot be changed
At what rate	
Mortality charges are recovered on a monthly basis (on every policy month anniversary) by way of cancellation of appropriate number of units. Monthly Mortality Charges = Sum at Risk * (Annual Mortality Charge rate of Life Insured / 12) Where, Annual Mortality Charge rate of Life Insured depends on Age last birthday and gender of Life Insured as on date of calculation and the Sum at Risk (SAR) for benefit on death of the Life Insured is as described below. Annual Mortality Charge rate of Policyholder depends on Age last birthday and gender of Policyholder as on date of calculation and the Sum at Risk (SAR) for benefit on death of the Policyholder is as described below. Annual Mortality Charge rate applicable for Male lives is as given in Appendix I. Mortality Charge rate for Females lives are based on Male rates with a 3-year setback. For Female lives with Age at entry of 11 years or below, the rate will be same as applicable to Male life of same age. Mortality Charges are guaranteed for the entire Policy Term. <u>Sum at Risk (SAR) for benefit on death of the Life Insured:</u>	

The Sum at Risk (SAR) for benefit on death of the Life Insured on a given date for calculation of mortality charges is calculated as follows:

Higher of:

- a. Sum Assured or Paid-up Sum Assured less Relevant Partial Withdrawals;
- b. Fund Value as on a given date;
- c. 105% of total Base Premiums paid.

Minus

Fund value as on given date

**Plus**

Higher of:

- a. Top-up Sum Assured;
- b. Top-up Fund Value as on given date;
- c. 105% of total Top-up Premiums paid till the time of death.

Minus

Top-up Fund Value as on given date

While the Policy is Reduced Paid-up, for the calculation of Sum at Risk (SAR) for benefit on death of the Life Insured on a given date for calculation of mortality charges, the Paid-Up Sum Assured will be applicable in place of Sum Assured.

While the Policy is in Discontinuance as no additional benefit is payable on death of the Policyholder as defined under Part C, section 1, SAR is equal to zero.

During Settlement option, the Sum at Risk will be maximum of (0, 105% of total premiums paid minus Fund Value as on the date of calculation of mortality charges).

x. **Taxes:**

When and how applicable	At what rate	When can it be changed
Applicable Taxes	18%	Subject to change in accordance with applicable law.

**TABLE OF FUNDS**

The description and objectives of each of the Funds available under this Policy for you to invest in are given below:

1. **Equity Large Cap Fund: (SFIN:ULIF00118/08/11EQLARGECAP147)**

Objective: To provide high equity exposure targeting higher returns in the long term

Assets	Minimum	Maximum	Risk Profile
Equity	60%	100%	High
Debt and Money Market Instruments	Nil	40%	

2. **Equity Top 250 Fund: (SFIN: ULIF0027/07/11EQTOP250147)**

Objective: To provide equity exposure targeting higher returns (through long term capital gains).

Assets	Minimum	Maximum	Risk Profile
Equity	60%	100%	High
Debt and Money Market Instruments	Nil	40%	

3. **Bond Fund: (SFIN: ULIF00317/08/11BONDFUND147)**

*Objective:* To provide relatively safe and less volatile investment option mainly through debt instruments and accumulation of income through investment in fixed income securities.

Assets	Minimum	Maximum	Risk Profile
Equity	Nil	Nil	Low to Medium
Debt and Money Market Instruments	100%	100%	

**4. Managed Fund : (SFIN: ULIF00618/08/11MANAGED147)**

*Objective:* This fund will be in the nature of a balanced fund with the objective to provide stable returns. A large part of the fund will be invested in debt instruments and equity exposure will be taken from time to time to enhance the overall returns.

Assets	Minimum	Maximum	Risk Profile
Equity	0%	40%	Medium
Debt and Money Market Instruments	60%	100%	

**5. Equity Mid Cap Fund : (SFIN:ULIF01107/10/16ETLIMIDCAP147)**

*Objective:* The objective of the fund is to provide equity exposure targeting higher returns in the long term, by largely investing in Midcap Companies.

Assets	Minimum	Maximum	Risk Profile
Equity	80%	100%	High
Debt Instruments	0%	20%	
Money Market Instruments	0%	20%	

**6. Equity Blue Chip Fund : (SFIN: ULIF01226/11/18ETLBUCHIP147)**

*Objective:* This fund will aim to provide long-term capital appreciation predominantly investing in an equity portfolio of large cap stocks.

Assets	Minimum	Maximum	Risk Profile
Equity	60%	100%	High
Debt and Money Market Instruments	0%	40%	

**7. Gilt Fund : (SFIN: ULIF01326/11/18ETLGILTFND147)**

*Objective:* The objective of the fund is to provide accumulation of Income and capital appreciation through investments predominantly in Government Securities

Assets	Minimum	Maximum	Risk Profile
Equity	0%	0%	Low to Medium
Debt and Money Market Instruments (Government Securities)	60%	100%	
Debt and Money Market Instruments (Other than Government Securities)	0%	40%	

'Equity' asset class will include various equity related instruments as allowed by IRDAI from time to time (for e.g. Mutual funds like Exchange Traded Fund).

'Debt and Money Market Instruments' asset class will include Bonds & Debentures, Commercial Paper, Certificate of Deposit, CBLO, Government Securities, Debt Mutual Fund, Preference Share, InvIT and various other instruments as allowed by IRDAI from time to time.

Although the funds are open ended, the Company may, as per Board approved policy and subject to prior approval from IRDAI, completely close any of the funds. The Policyholder will be given atleast three month's prior written notice of our intention to close any of the Funds completely or partially except in 'Exceptional' conditions, where we may give a shorter notice. In case of complete closure of a Fund, on and from the date of such closure, we shall cease to issue and cancel units of the said Fund and cease to carry on activities in respect of the said Fund, except such acts as are required to complete the closure.

In such an event if the Units are not switched to another Fund by the Policyholder, we will switch the said units from the funds opted by the policyholder to the default fund as follows:

Closed Fund	Default Fund
Equity Top 250 Fund, Equity Mid Cap Fund, Equity Blue Chip Fund	Equity Large Cap Fund
Managed Fund, GILT Fund	Bond Fund

If default Fund as mentioned in the table above is closed, then we will switch the said Units to any other appropriate Fund with similar characteristics as per Board approved policy, with due weightage for the respective NAVs at the time of switching, subject to prior approval from the Authority.

**Discontinued Policy Fund: (SFIN: ULIF00701/01/12/DISCONT147)**

This is a segregated fund of the Company. This Fund is not offered as investment choice to the Policyholder.

Assets	Minimum	Maximum	Risk Profile
Money Market Instruments	0%	40%	Low
Government Securities	60%	100%	

**Self-Managed Strategy**

Under this option, you can choose to invest your monies in any of the fund options as listed in the Table of Funds in proportions of your choice. You have an option to switch monies amongst these funds using the Switch option or redirect your subsequent premiums using the Premium Redirection option

**Life stage and duration based Strategy**

This Strategy is a function of attained age (Age at last birthday) of Life Insured and remaining Policy Term.

Under the Life Stage and Duration Based Strategy, a proportion of the Fund Value will be allocated in Equity Large Cap Fund basis the below formula:

$$\text{Min}(85, \frac{(100 - \text{Attained Age}) * \text{Remaining Policy Term}}{10}) \%$$

In simple words, the allocation percentage in Equity Large Cap Fund will be equal to (100-attained age) multiplied by remaining Policy Term divided by 10. The maximum proportion in the Equity Large Cap Fund is restricted to 85% and the total allocation percentage across both the funds cannot be more than 100%.

Balance Fund Value will be allocated in Bond Fund.

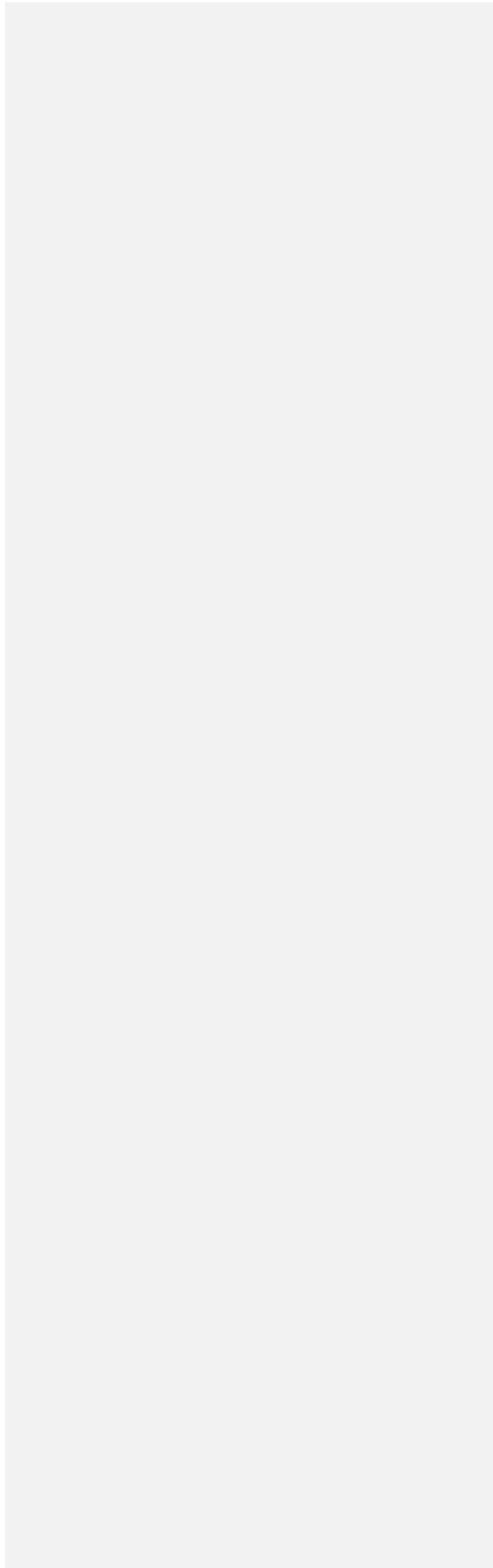
At start of every Policy Year the proportion will be determined basis the above formula and this fund proportion may undergo changes during the Policy Year due to differentiated fund growth. However any new Units created during the Policy Year will be allocated between respective Funds (Equity Large Cap Fund and Bond Fund) based on the proportion determined at the start of the Policy Year.

During the Policy Year, if you opt for Life stage and duration based strategy, the Fund will be allocated between Equity Large Cap Fund and Bond Fund as per the proportion applicable at the beginning of the Policy Year.

On each Policy Anniversary the proportion will be recalculated and automatic rebalancing of assets between Equity Large Cap Fund and Bond Fund will be done.

Switching and Premium Redirection is not allowed under this option. However, you may opt in or opt out of this option anytime during the policy term.

SAMPLE



**PART – F**

**GENERAL TERMS AND CONDITIONS**

<b>a)</b>	<b>Suicide Exclusion:</b>
	<p>In case of death of the Life Insured due to suicide within 12 months from the Policy Commencement Date or from the date of Revival of the Policy, as applicable, the Nominee or the beneficiary of the Policyholder shall be entitled to the Fund Value, as available on the date of intimation of death.</p> <p>Further any charges other than Fund Management Charges (FMC) and guarantee charges recovered subsequent to the date of death shall be added back to the Fund Value as available on the date of intimation of death.</p>
<b>b)</b>	<b>Maturity Claim Procedure</b>
	<p>In case of Maturity Claims: We shall be given the following documents for us to process the claim:</p> <ol style="list-style-type: none"><li>The original Policy document;</li><li>The maturity claim form, duly completed;</li><li>The bank account details and the copy of photo id and address proof</li></ol> <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below.</p> <p>To, The Officer Customer Services Edelweiss Tokio Life Insurance Company Ltd. 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai - 400070 Email Id: <a href="mailto:claims@edelweisstokio.in">claims@edelweisstokio.in</a> Phone no: 1800 2121 212</p> <p>Receipt of the claim intimation does not amount to acceptance of claim by the Company under the Policy and is subject to review by the Company. The decision on acceptance and admissibility of the Claim will be communicated separately by the Company to the claimant.</p>
<b>c)</b>	<b>Death Claim Procedure:</b>
	<p>In case of death claim, we shall be given written notice of the Life Insured's death along with the following documents for us to assess the claim:</p> <ol style="list-style-type: none"><li>The death claim form, duly completed;</li><li>The original or an attested copy of the death certificate;</li><li>The original Policy document;</li><li>Documents to establish right of the claimant in the absence of valid nomination</li><li>Any other information or documentation that we request.</li></ol> <p>In case of death due to accident and unnatural death, the following additional documents are required:</p> <ol style="list-style-type: none"><li>Copy of FIR and Panchnama;</li><li>Copy of the Postmortem report;</li><li>Copy of newspaper clipping if any;</li><li>Copy of the Final police investigation report;</li><li>Copy of the chargesheet in case of murder;</li></ol> <p>You are requested to send intimation of the claim to any of our branch offices or to our Corporate office address mentioned below.</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai - 400070 Email Id: <a href="mailto:claims@edelweisstokio.in">claims@edelweisstokio.in</a> Phone no: 1800 2121 212</p>

	Receipt of the claim intimation does not amount to acceptance of claim by the Company under the Policy and is subject to review by the Company. The decision on acceptance and admissibility of the Claim will be communicated separately by the Company to the claimant.
<b>d)</b>	<b>Nomination</b>
	Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.  <i>[A Leaflet containing the simplified version of the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure - (1) for reference].</i>
<b>e)</b>	<b>Assignment:</b>
	Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.  <i>[A Leaflet containing the simplified version of the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure (2) for reference].</i>
<b>f)</b>	<b>Validity/ Non-Disclosure:</b>
	<p>(i) If you or anyone acting on your behalf makes, fraudulent, misleading or dishonest representation in any respect, then this Policy shall be dealt with in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time.</p> <p>(ii) <u>Mis-statement of Age</u> If the date of birth of the Life Insured has been misstated, any amount payable shall be increased or decreased to the amount that would have been provided, as determined by us, given the correct Age.  If at the correct age, the Life Insured was not insurable under this Policy according to our requirements, we reserve the right to terminate the Policy and pay the Premiums received by the Company till date if any (in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time).</p> <p>(iii) <u>Section 41:</u> No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the Premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables or the insurer. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.</p> <p>(iv) <u>Section 45:</u> Fraud and Misrepresentation shall be dealt with in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.  <i>[A Leaflet containing the simplified version of the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure – (3) for reference].</i></p>
<b>g)</b>	<b>Currency, Governing Law and Jurisdiction</b>
	The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.  The Policy and any disputes or differences arising under or in relation to the Policy shall be construed in accordance with Indian law and by the Indian courts.

<b>h)</b>	<b>Taxation</b>
	<p>The tax benefits under this Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time.</p> <p>We reserve the right to recover all the applicable taxes from You.</p>
<b>i)</b>	<b>Duplicate Policy Document</b>
	<p>If you lose or misplace the Policy Document, then you may request us to issue you a duplicate Policy Document by giving us a written notice. The Company may charge a fee which is currently Rs. 200 (fees is subject to review and maybe amended from time to time) plus a Stamp Duty Fee, as applicable. On issue of the duplicate Policy Document, the original shall automatically cease to have any legal effect.</p>
<b>j)</b>	<b>Intimations and Notices</b>
	<p>All intimations meant for us shall be given to us at our address specified in the Policy document or at any of our branch offices.</p> <p>All notices meant for you will be sent to your address specified in the Policy Schedule. If you do not notify us of any changes to your address, then notices or correspondence sent by us to the last recorded address shall be valid and legally effective.</p> <p>You would need to intimate us of any change in your address to enable us to provide important information pertaining to your Policy.</p>
<b>k)</b>	<b>Entire Contract</b>
	<p>The Policy comprises the entire contract of insurance between you and us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by us in writing through an endorsement.</p> <p>Notwithstanding anything contained in this Policy Document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations, circulars or guidelines issued by IRDAI.</p>
<b>l)</b>	<b>Mode of Communication</b>
	<p>The Company and the Policyholder may exchange communications pertaining to this Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / to carry out the mandates of the Policyholder on merits in accordance with such communications.</p> <p>While accepting requests / mandate from the Policyholder through electronic mail, the Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act, 2000 as amended from time to time and/or such other applicable laws In-Force from time to time.</p>
<b>m)</b>	<b>Vesting of Ownership</b>
	<p>In case the Life Insured is a minor, the ownership of Policy will automatically vest on the Life Insured on attainment of majority.</p> <p>In case of death of the Policyholder while the Life Insured is a minor, surrender, partial withdrawal and any other such options available under the policy cannot be exercised during the period of minority of the Life Insured.</p>

## **Part G**

### **Grievance Redressal Mechanism:**

We have established a Grievance Redressal Mechanism to assist in the resolution of any complaint, grievance, or dispute in respect of the Policy. You are requested to submit your complaint at any of the below mentioned touch points:

- Toll free customer care number: 1-800-2121-212 (Mon-Sat 10 AM TO 7 PM).
- Email us at: [GRO@edelweisstokio.in](mailto:GRO@edelweisstokio.in)
- Write to us at: Customer Care, Edelweiss Tokio Life Insurance Company Ltd, 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kirod Road, Kurla (W), Mumbai 400070.
- You can lodge your grievance/complaint at any of our branches/offices

Details of Grievance Redressal officer:

+91-22-71013322 (Between 10 am to 7 pm on Monday to Friday, except public holidays), Email id:

GRO@edelweisstokio.in. We will respond with a resolution within 15 calendar days

In case the resolution does not meet your expectations or if you have not received any reply, you may approach the Grievance Cell of Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

- IRDAI Grievance Call Centre (IGCC) - Toll free No: 155255 / 1800 425 4732
- Email ID: [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)
- Register online at: <https://bimabharosa.irdai.gov.in/LoginAdmin/Login>

Address for sending the complaint through courier / letter:

Consumer Affairs Department  
Insurance Regulatory and Development Authority of India Survey  
No. 115/1  
Financial District  
Nanakramguda  
Gachibowli  
Hyderabad – 500 032, Telangana  
Fax No: 91-40-6678 9768

At any point of time, if the resolution does not meet your expectation or if you have not received any reply within a period of one month from the date of receipt of complaint by the Company, you may approach the Insurance Ombudsman for redressal as per Rule 13 and 14 of the Insurance Ombudsman Rules, 2017 ('Insurance Ombudsman Rules').

Powers of Insurance Ombudsman under Rule 13 of the Insurance Ombudsman Rules:

The Ombudsman shall receive and consider the following complaints or disputes relating to:

- a. delay in settlement of claims, beyond the time specified in the Regulations, framed under Insurance Regulatory and Development Authority of India Act, 1999;
- b. any partial or total repudiation of claims by the Company;
- c. disputes over Premium paid or payable in terms of insurance Policy;
- d. misrepresentation of Policy terms and conditions at any time in the Policy Document or Policy contract;
- e. legal construction of insurance policies in so far as the dispute relates to claim;
- f. policy servicing related grievances against the Company and their agents and intermediaries;
- g. issuance of life insurance Policy including health insurance policy which is not in conformity with the Proposal Form submitted by the Proposer;
- h. non-issuance of insurance Policy after receipt of Premium in life insurance including health insurance; and
- i. any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time or the Regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the Policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) as mentioned above.

Manner in which complaint is to be made in accordance with Rule 14 of the Insurance Ombudsman Rules:

1. Any person who has a grievance against the Insurer/Company/Us, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose territorial jurisdiction the branch or office of the Company, complaint against or the residential address or place of residence of the complainant is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs, Nominee or Assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
3. No complaint to the Insurance Ombudsman shall lie unless:
  - (a) the complainant makes a written representation to the Company named in the complaint and—
    - i. either the Company had rejected the complaint; or
    - ii. the complainant had not received any reply within a period of one month after the Company received the complainant's representation; or
    - iii. the complainant is not satisfied with the reply given to him by the Company;
  - (b) The complaint is made within one year—
    - i. after the order of the Company rejecting the representation is received; or
    - ii. after receipt of decision of the Company 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 Company if the Company named in the complaint fails to furnish reply to the complainant.
4. The Insurance Ombudsman shall be empowered to condone the delay in filing a complaint as mentioned above under (3) (b), as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under the Insurance Ombudsman Rules.
5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

THE LIST OF THE OMBUDSMAN WITH THEIR ADDRESSES IS GIVEN BELOW:

<p>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, <b>AHMEDABAD-380 001.</b> Tel.: 079-25501201/02/05/06</p> <p>Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a></p>	<p>Office of the Insurance Ombudsman, 2<sup>nd</sup> Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, <b>BHOPAL-462 003.</b> Tel.:- 0755-2769201/9202</p> <p>Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a></p>
<p>Office of the Insurance Ombudsman 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel.: 0674-2596455/2596461</p> <p>Email: <a href="mailto:bimalokpal.bhubaneshwar@cioins.co.in">bimalokpal.bhubaneshwar@cioins.co.in</a></p>	<p>Office of the Insurance Ombudsman, SCO No.101-103, 2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH-160 017.</b> Tel.: 0172-2706196/2706468</p> <p>Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a></p>
<p>Office of the Insurance Ombudsman, Fathima Akhtar Court, 4<sup>th</sup> Floor, 453 Anna Salai, Teynampet, <b>CHENNAI-600 018.</b> Tel.: 044-24333668/24335284</p> <p>Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a></p>	<p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, <b>NEW DELHI-110 002.</b> Tel.: 011- 23232481/23213504</p> <p>Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a></p>
<p>Office of the Insurance Ombudsman, Jeevan Nivesh, 5<sup>th</sup> Floor, Nr. Panbazar over bridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.: 0361- 2632204 / 2602205</p> <p>Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a></p>	<p>Office of the Insurance Ombudsman, 6-2-46, 1<sup>st</sup> Floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel.: 040-23312122</p> <p>Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a></p>
<p>Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015.</b> Tel: 0484-2358759/2359338</p> <p>Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a></p>	<p>Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4<sup>th</sup> Floor, 4, C.R.Avenue, <b>KOLKATA - 700072</b> Tel: 033-22124339/22124340</p> <p>Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a></p>
<p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, <b>LUCKNOW-226 001.</b> Tel : 0522 -2231331/2231330</p> <p>Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a></p>	<p>Office of the Insurance Ombudsman, 3<sup>rd</sup> Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel: 022- 69038821/23/24/25/26/27/28/28/29/30/31</p> <p>Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p>
<p>Office of the Insurance Ombudsman, Gr. Floor, Jeevan Nidhi - II, Bhawani Singh Marg, <b>JAIPUR – 302005.</b> Tel: 0141-2740363</p> <p>Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a></p>	<p>Office of the Insurance Ombudsman, 3<sup>rd</sup> Floor, Jeevan Darshan, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth <b>PUNE - 411030.</b> Tel: 020-41312555</p> <p>Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a></p>
<p>Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, <b>BENGALURU – 560 078.</b> Tel.: 080 - 26652048 / 26652049</p> <p>Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4<sup>th</sup> Floor, Main Road Naya Bans, Sector 15, Distt: Gautam Buddh Nagar <b>NOIDA – 201301.</b> Tel: 0120- 2514252 / 2514253</p> <p>Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>

Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001, Tel No: 0612- 2547068 Email id : <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	
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You may refer to the list of Ombudsman with their addresses on <https://ciains.co.in/Ombudsman>

SAMPLE

**Section 39 - Nomination by Policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
  02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
  03. Nomination can be made at any time before the maturity of the policy.
  04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
  05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
  06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
  07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
  08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
  09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
  10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
  11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
  12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
  13. Where the policyholder whose life is insured nominates his:
    - a. parents or
    - b. spouse or
    - c. children or
    - d. spouse and children
    - e. or any of them
- the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
  15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all policies maturing for payment on the commencement of The Insurance Act, 1938 as amended from time to time.
  16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
  17. The provisions of this Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 ('MWP Act') applies or has at any time applied except where, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under

Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

***[Disclaimer: This is a simplified version of Section 39 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.]***

SAMPLE

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

Assignment or Transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment; OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policySuch conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

***[Disclaimer: This is a simplified version of Section 38 of the Insurance Laws Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Laws Act, 1938 as amended from time to time for complete and accurate details.]***

SAMPLE

**Annexure - 3**

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938 as amended from time to time are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 years from

- a. the date of issuance of policy; or
- b. the date of commencement of risk; or
- c. the date of revival of policy; or
- d. the date of rider to the policy

- whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy,

- whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

*[Disclaimer: This is a simplified version of Section 45 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Laws Act, 1938 as amended from time to time for complete and accurate details.]*

SAMPLE

**Appendix I**

**Annual Mortality Charge Rate per Rs. 1,000 Sum-at-Risk (Male Lives)**

For female lives rate -

Up to Age 11 : Same as Male life of same age

Age 12 & above : Same as 3 year younger Male Rate

Attn Age	Charge	Attn Age	Charge
0	5.005	38	1.930
1	4.099	39	2.082
2	3.089	40	2.257
3	2.329	41	2.460
4	1.762	42	2.694
5	1.338	43	2.966
6	1.025	44	3.281
7	0.800	45	3.643
8	0.649	46	4.058
9	0.559	47	4.530
10	0.521	48	5.057
11	0.526	49	5.634
12	0.564	50	6.258
13	0.624	51	6.920
14	0.698	52	7.616
15	0.776	53	8.340
16	0.854	54	9.086
17	0.926	55	9.859
18	0.989	56	10.661
19	1.042	57	11.502
20	1.085	58	12.392
21	1.117	59	13.346
22	1.142	60	14.380
23	1.162	61	15.508
24	1.175	62	16.747
25	1.187	63	18.113
26	1.199	64	19.620
27	1.213	65	21.283
28	1.231	66	23.114
29	1.254	67	25.128
30	1.284	68	27.340
31	1.322	69	29.761
32	1.370	70	32.408
33	1.429	71	35.299
34	1.500	72	38.452
35	1.584	73	41.884
36	1.684	74	45.619
37	1.798	75	49.680