

This Policy will cover death due to accident only during the waiting period of 45 days from the date of commencement of risk. In case of death of the life assured other than due to accident during the waiting period, an amount equal to 100% of all premiums received excluding taxes, if any, shall be paid and the Sum Assured shall not be paid.

**Edelweiss Tokio Life Insurance Company Limited**  
**Registration Number: 147**  
**Edelweiss Tokio Life – Saral Jeevan Bima (UIN: 147N069V02)**  
**(A Non-Linked, Non-Participating, Individual Pure Risk Premium Life Insurance Plan)**

**PART - A**

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

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

Dear <Policyholder Name>,

**Sub.: Your Policy No. << \_\_\_\_\_ >> - Edelweiss Tokio Life – Saral Jeevan Bima (A Non-Linked, Non-Participating, Individual Pure Risk Premium Life Insurance Plan)**

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 on the basis of the Proposal Form submitted by you. We request you to go through your Policy Document in detail and check for the accuracy of information. A copy of your Proposal Form and other relevant documents as submitted by you are also 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 were 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 examination report.

In case you are keen to know more about your Policy or you need further assistance, you may contact your sales person who has 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:**

a) This is an option to review the Policy following receipt of Policy Document. The Policyholder has a free look period of 15 days (30 days in case of electronic policies and policies obtained through distance mode) from the date of receipt of the policy document, to review the terms and conditions of the policy and where the policyholder disagrees to any of those terms and conditions, the policy holder has the option to return the policy to the Company for cancellation, stating the reasons for his objection, then the policyholder shall be entitled to a refund of the premium paid subject only to the deduction of a proportionate risk premium for the period of cover and expenses incurred by the Company on medical examination of the proposer and stamp duty charges.

b) A request received by the Company for free look cancellation of the policy shall be processed and premium refunded within 15 days of receipt of the request, as stated vide (a) above.

c) The Policy shall terminate on payment of this amount and all rights, benefits and interests under this Policy will stand extinguished.

To exercise the Free Look option, you would need to send 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.

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 and Corporate office:** 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai 400070

**Edelweiss Tokio Life Insurance Company Limited**

**Registered and Corporate office: 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai 400070**

**POLICY DOCUMENT - Edelweiss Tokio Life – Saral Jeevan Bima**

**A Non-Linked, Non-Participating, Individual Pure Risk Premium Life Insurance Plan**

**UIN: 147N069V02**

**POLICY PREAMBLE**

This Policy is a Non-Linked, Non-Participating, Individual Pure Risk Premium Life Insurance Plan. 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 submitted to the Company along with the required documents, declarations, statements, applicable medical evidence and other information received by the Company from the Policyholder, Life Insured or on behalf of the Policyholder ('Proposal'). This Policy is effective upon receipt and realisation, by the Company, of the consideration payable under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

SAMPLE

## POLICY SCHEDULE

Policy Number	Plan Name and UIN
	Edelweiss Tokio Life – Saral Jeevan Bima (UIN:-147N069V02)

### Details of the Policyholder:

Name	Date of Birth	Age	Gender

Address of the Policyholder

### Details of the Life Assured:

Name	Date of Birth	Age	Gender

Address of the Life Assured

Policy Details	
Date of Commencement of Policy/ Date of issuance of policy	
Date of Commencement of Risk	
Policy Term	
Premium Paying Term	
Premium Paying Frequency	
Annualised Premium	
Premium plus Applicable Taxes	
Premium Paying Due Date	
Last Premium Due Date	
Date of Maturity	
Basic Sum Assured	

### Nomination details of Nominees of Life Insured:

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

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

For and on behalf of  
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 in detail 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.**

**PART – B**  
**DEFINITIONS**

Defined Term	Meaning
<b>Age:</b>	Age is the age of the Life Assured on the last birthday at the time of commencement of the policy.
<b>Annualized Premium:</b>	Annualized Premium is the total amount of premium payable in a year excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
<b>Appointee:</b>	Appointee is the person to whom the proceeds/benefits secured under the Policy are payable if the benefit becomes payable to the nominee and nominee is minor as on the date of claim payment.
<b>Assignee:</b>	Assignee is the person to whom the rights and benefits are transferred by virtue of an Assignment.
<b>Assignment:</b>	Assignment is the process of transferring the rights and benefits to an "Assignee," in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.
<b>Assignor:</b>	Assignor means the person who transfers the rights of the life insurance policy to the Assignee.
<b>Base Policy:</b>	Base Policy is that part of the Policy referring to basic benefit (benefits referred to in this Policy Document excluding benefits covered under Rider(s), if opted for).
<b>Basic Sum Assured:</b>	Basic Sum Assured means the amount specified in the Schedule as opted by the Policyholder at the time of taking the policy.
<b>Beneficiary / Claimant:</b>	Beneficiary/Claimant means the person who is entitled to receive benefits under this Policy. The Beneficiary may be Life Assured or Policyholder or his Assignee or Nominees or proved Executors or Administrators or other Legal Representatives as the case may be.
<b>Business Day or Working Day:</b>	Business Day or Working Day means the day on which the offices of the Company remain open for transactions with the public at the place where the concerned transaction is to be carried out.
<b>Company or Corporation means:</b>	Edelweiss Tokio Life Insurance Company Limited
<b>Date of commencement of policy:</b>	Date of commencement of policy is the start date of this Policy.
<b>Date of commencement of risk:</b>	Date of commencement of risk is the date on which the Company accepts the risk for insurance (cover) as evidenced in the schedule of the policy.
<b>Date of issuance of policy:</b>	Date of issuance of policy means the date as specified in the policy schedule.
<b>Date of Maturity:</b>	Date of Maturity means the date specified in the Schedule on which the Policy Term is completed.
<b>Death Benefit:</b>	Death Benefit means the benefit, agreed at the commencement of the contract, and means the amount as specified in the policy bond and is payable on death of Life Assured as per the terms and conditions of the policy.
<b>Discharge form:</b>	Discharge form is the form to be filled by policyholder/claimant to claim the death benefit/refund under the policy.
<b>Due Date (applicable in case of Regular Premium / Limited Premium payment):</b>	Due Date (applicable in case of Regular Premium / Limited Premium payment) means a fixed date on which the policy premium is due and payable by the policyholder.
<b>Endorsement:</b>	Endorsement means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
<b>Free Look Period:</b>	Free Look Period is the period of 15 days (30 days if the Policy is an electronic policy or is purchased through Distance Marketing where distance marketing means through any means of communication other than in person) from the date of receipt of the Policy Document by the Policyholder to review the terms and conditions of this policy and where the Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this policy as detailed in Condition 2 of Part D of this Policy Document.
<b>Grace period:</b>	Grace period is the time granted by the insurer from the due date for the payment of premium, without any penalty/ late fee, during which time the policy is considered to be in force with the insurance cover without any interruption as per the terms of the policy.
<b>Inforce policy:</b>	Inforce policy means a policy in which all the due premiums have been paid and the premiums are not outstanding.
<b>IRDAI / Authority:</b>	IRDAI / Authority means Insurance Regulatory and Development Authority of India.
<b>Lapse:</b>	Lapse is the status of the Policy when due premium is not paid within the grace period and the benefits under the Policy will cease from the date of such unpaid premium.
<b>Life Assured:</b>	Life Assured is the person on whose life the insurance cover has been accepted.
<b>Material information:</b>	Material information is the information already known to the Life Assured at the time of applying for Life Insurance, which has a bearing on underwriting of the proposal /Policy submitted.
<b>Nomination:</b>	Nomination is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

<b>Nominee(s):</b>	Nominee(s) means the person(s) nominated by the Policyholder (who is also the Life Assured) under this Policy who is(are) authorised to receive the claim benefit payable under this Policy.
<b>Non-Participating</b>	Non-Participating means the Policy is not eligible for share of profit depending upon the Company's experience.
<b>Policy Anniversary:</b>	Policy Anniversary means one year from the date of commencement of the Policy and the same date falling each year thereafter, till the date of maturity.
<b>Policy Cancellation:</b>	Policy Cancellation means complete withdrawal or termination of the entire policy before the stipulated date of maturity.
<b>Policy Cancellation Value:</b>	Policy Cancellation Value means an amount, if any, that becomes payable in case of cancellation in accordance with the terms and conditions of this policy.
<b>Policy/ Policy Document:</b>	Policy/ Policy Document means this document along with endorsements, if any, issued by the Company which evidences the contract of Insurance between the policyholder and the Company.
<b>Policyholder:</b>	Policyholder is the legal owner of this policy.
<b>Policy term:</b>	Policy term is the period, in years, as chosen by the policyholder and mentioned in the Schedule, commencing from the Date of commencement of policy to the date of Maturity.
<b>Policy year:</b>	Policy year is the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.
<b>Premium:</b>	Premium is the contractual amount payable by the Policyholder at specified times periodically as mentioned in the schedule of this Policy Document to secure the benefits under the policy. The premium payable will be "Total Single / Instalment Premium" which includes single / instalment Premium for Base Policy and instalment Premium for Rider(s), if rider(s) has/have been opted for. The term 'Premium' used anywhere in this Policy Document does not include any taxes which are payable separately.
<b>Premium paying term:</b>	Premium paying term means the period, in years, during which premium is payable.
<b>Proof of continued insurability:</b>	Proof of continued insurability is the information that may be sought from the policyholder to decide revival of the policy. This includes Form of declaration of Good Health, Medical Reports, Special Reports and any such document as may be called for by the Company, in accordance with the Board Approved Underwriting Policy of the Company.
<b>Proposer:</b>	Proposer is a person who proposes the life insurance proposal.
<b>Revival of a policy:</b>	Revival of a policy means restoration of a lapsed policy which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the policy document, with or without rider benefits if any, upon the receipt of all the premiums due and other charges/late fee, if any, as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the insured/ policyholder on the basis of the information, documents and reports furnished by the policyholder, in accordance with the then existing Board Approved Underwriting Policy of the Company.
<b>Revival Period:</b>	Revival Period means the period of five consecutive years from the due date of first unpaid premium or as is allowed under applicable Product Regulations, during which period the policyholder is entitled to revive the policy which was discontinued due to the non-payment of premium.
<b>Rider:</b>	Rider is an add-on benefit which the Proposer has purchased separately in addition to basic benefits as specified under this Policy Document.
<b>Rider Premium:</b>	Rider Premium is the premium payable by the policyholder which is in addition to the premium paid under Base Policy towards the additional cover/benefit opted under the rider, if opted.
<b>Rider Sum Assured:</b>	Rider Sum Assured is the assured amount payable on happening of a specified event covered under the rider, if opted.
<b>Schedule:</b>	Schedule is the part of policy document that gives the specific details of your policy.
<b>Sum Assured on Death:</b>	Sum Assured on Death is the life insurance cover opted by the Proposer and is the absolute amount of benefit which is guaranteed to become payable on death of the life assured in accordance with the terms and conditions of the policy, as mentioned in Condition 1 (a) of Part C of this Policy Document.
<b>Surrender:</b>	Surrender means complete withdrawal / termination of the entire policy before maturity.
<b>Surrender value:</b>	Surrender value means an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of this policy
<b>Total Premiums Paid</b>	Total Premiums Paid shall be inclusive of extra premiums, if any
<b>Underwriting:</b>	Underwriting is the term used to describe the process of assessing risk and ensuring that the cost of the cover is proportionate to the risks faced by the individual concerned. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium or modified terms, if any, is taken.
<b>UIN:</b>	UIN means the Unique Identification Number allotted to this plan by the IRDAI.
<b>Waiting Period:</b>	Waiting Period means a period of 45 (forty-five) days from the Date of Commencement of Risk. In case of revival of Policy, the Waiting period shall not be applicable.

**Interpretation:** In this Policy, 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**

### **BENEFITS**

#### **1) The following are the benefits under the policy:**

##### **a) Death Benefit:**

<b>Event</b>	<b>Benefits Payable</b>
On death of the Life Assured during the Waiting Period and provided the Policy is in force, the Death Benefit amount payable as a lump sum is:	<ol style="list-style-type: none"><li>1. In case of Accidental Death, for regular premium or limited premium payment policy, equal to Sum Assured on Death which is the highest of:<ol style="list-style-type: none"><li>(a) 10 times the Annualized Premium, or</li><li>(b) 105% of all premiums paid as on the date of death, or</li><li>(c) Absolute amount assured to be paid on death.</li></ol></li><li>2. In case of Accidental Death, for single premium policy, equal to Sum Assured on Death which is the higher of:<ol style="list-style-type: none"><li>(a) 125% of Single premium or</li><li>(b) Absolute amount assured to be paid on death.</li></ol></li><li>3. In case of death due to other than accident, the Death Benefit is equal to 100% of all Premiums paid excluding taxes, if any.</li></ol>
On death of the Life Assured after the expiry of Waiting Period but before the stipulated date of maturity and provided the Policy is in force, the Death Benefit amount payable as a lump sum is:	<p>For Regular premium or Limited premium payment policy, "Sum Assured on Death" which is the highest of:</p> <ol style="list-style-type: none"><li>(a) 10 times of annualized premium; or</li><li>(b) 105% of all the premiums paid as on the date of death; or</li><li>(c) Absolute amount assured to be paid on death.</li></ol> <p>For Single premium policy, "Sum Assured on Death" which is the higher of:</p> <ol style="list-style-type: none"><li>(a) 125% of Single Premium or</li><li>(b) Absolute amount assured to be paid on death.</li></ol>

Premiums referred above shall not include any extra amount chargeable under the policy due to underwriting decision and rider premium(s), if any.

Absolute amount assured to be paid on death shall be an amount equal to Basic Sum Assured.

The Death Benefit will be payable even in case of death due to any pandemic such as COVID-19.

##### **b) Maturity Benefit:**

No Maturity Benefit shall be payable on the Life Assured surviving the stipulated Date of Maturity.

**Rider Benefits: Not applicable**

#### **2) Payment of Premiums (Applicable in case of Limited and Regular Premium payment policies only):**

a)	The policyholder has to pay the Premium on or before the due dates as specified in the Schedule of this Policy Document along with applicable taxes, if any.
b)	In case of death of Life Assured under an inforce policy wherein all the premiums due till the date of death have been paid and where the mode of payment of premium is other than yearly, balance premium(s), if any, falling due from the date of death and before the next policy anniversary shall be deducted from the claim amount.

The Company does not have any obligation to issue a notice that premium is due or for the amount that is due.

#### **3) Grace Period (Applicable in case of Limited and Regular Premium payment policies only):**

- i. A grace period of 30 days where the mode of payment of Premium is yearly or half yearly and 15 days in case of monthly, is allowed for the payment of each renewal Premium. If the premium is not paid before the expiry of the days of grace, the Policy lapses.
- ii. If the death of the Life Assured occurs within the grace period but before the payment of the premium then due, the policy will still be valid and the benefits shall be paid after deductions of the said unpaid premium as also the balance premium(s), if any, falling due from the date of death and before the next policy anniversary.

## **PART – D**

## **PART – D: CONDITIONS RELATED TO SERVICING ASPECTS**

### **1) Proof of Age:**

The premiums under the Policy are calculated based on the age of the Life Assured as declared in the Proposal.

If the Age of the life assured has been misstated and if the correct Age of the Life Assured makes the Life Assured ineligible for this Policy, the Company may offer a suitable plan as per the then existing underwriting norms. If the life assured does not wish to opt for the alternative plan or if it is not possible for the Company to grant any other plan, then the Policy shall be cancelled and the premiums paid shall be refunded without interest, subject to deduction of stamp duty paid and the cost of medicals, if any. The Policy will terminate on the said payment.

If the correct Age of the Life Assured makes the Life Assured eligible for this Policy, revised Premium depending upon the Correct Age will be payable. Difference of premium from inception will be collected with interest, if age declared is higher and excess premium collected will be refunded without interest, if age is found to be lower.

The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.

### **2) Free Look Period:**

- a) This is an option to review the Policy following receipt of Policy Document. The Policyholder has a free look period of 15 days (30 days in case of electronic policies and policies obtained through distance mode) from the date of receipt of the policy document, to review the terms and conditions of the policy and where the policyholder disagrees to any of those terms and conditions, the policy holder has the option to return the policy to the Company for cancellation, stating the reasons for his objection, then the policyholder shall be entitled to a refund of the premium paid subject only to the deduction of a proportionate risk premium for the period of cover and expenses incurred by the Company on medical examination of the proposer and stamp duty charges.
- b) A request received by the Company for free look cancellation of the policy shall be processed and premium refunded within 15 days of receipt of the request, as stated vide (a) above.
- c) The Policy shall terminate on payment of this amount and all rights, benefits and interests under this Policy will stand extinguished.

### **3) Forfeiture provisions:**

- a) In case of Regular Premium and Limited Premium payment policies, if the premium has not been paid in respect of this policy and any subsequent premium be not duly paid, all the benefits shall cease after the expiry of grace period from the date of first unpaid premium and nothing shall be payable, and the premiums paid till then are also not refundable.
- b) Forfeiture in Certain Other Events: In case any condition herein contained or endorsed hereon be contravened or in case it is found that any untrue or incorrect statement is contained in the proposal, personal statement, declaration and connected documents or any material information is withheld, then and in every such case this policy shall be void and all claims to any benefit by virtue hereof shall be subject to the provisions of Section 45 of the Insurance Act , 1938, as amended from time to time.

### **4) Revival of lapsed Policies (Applicable for Regular and Limited Premium policies):**

If the Policy has lapsed due to non-payment of due premium within the days of grace, it may be revived during the life time of the Life Assured, but within the Revival Period and before the Date of Maturity, as the case may be, on payment of all the arrears of premium(s) together with interest at a rate which shall be determined as follows:

The revival interest rate will be based on G-sec rate with 1 - 2-year maturity. Source to determine the G-Sec yield is [www.ccilindia.com](http://www.ccilindia.com). The per month interest rate shall be  $(x + 3\%)/12$  rounded upto nearest 0.25%, where x is G-Sec rate with 1 to 2-year maturity. The interest rate to be charged as on Mar 2020 is 0.75% per month on unpaid premiums for every completed month from the date of the first unpaid premium. The interest rate methodology is reviewable with prior approval from IRDAI. The Company will review the interest rate at least once a year.

Any change in the basis of determination of interest rate shall be done only after prior approval of the Authority.

In addition to the arrears of premium with interest, proof of continued insurability may be required for revival of the discontinued policy. The Company, however, reserves the right to accept at original terms, accept with modified terms or decline the revival of a discontinued policy. The revival of the discontinued policy shall take effect only after the same is approved by the Company and is specifically communicated to the Policyholder.

If a lapsed policy is not revived within the revival period but before the Date of Maturity, the policy will automatically terminate. In case of Regular Premium policies, nothing shall be payable. However, in case of Limited Premium Payment policies, the amount as payable in case of Policy Cancellation Value shall be refunded and the policy will terminate.

Revival would be as per Board approved underwriting policy.

**5) Surrender:**

Surrender value is not applicable under this Policy.

**6) Policy Cancellation Value:**

Policy Cancellation Value shall be payable:

- a) upon the Policyholder applying for the same before the stipulated date of maturity in case of Single premium Policy; or
- b) upon the Policyholder applying for the same before the stipulated date of maturity or at the end of revival period if the policy is not revived, in case of Limited Premium Payment Policies.
- c) The amount payable shall be as follows:

i) Single Premium Policies:

The Policy Cancellation Value acquires immediately after receipt of Single Premium and is calculated as follows:  
 $=70\% \times \text{Single Premium paid} \times \text{Unexpired Policy Term} / \text{Original Policy Term}$   
Single Premium shall be inclusive of extra premium, if any.

ii) Limited Premium Payment Term: 5 years or 10 years:

The Policy Cancellation Value acquires if at least two (2) consecutive full years' premiums are paid and is calculated as follows:  
 $=70\% \times \text{Total Premiums Paid} \times \text{Unexpired Policy Term} / \text{Original Policy Term}$

Total Premiums Paid shall be inclusive of extra premiums, if any.

Original Policy Term is the policy term (in months) selected at the inception.

Unexpired Policy Term is remaining number of complete months as on date of policy cancellation or date of Lapse, whichever is earlier.

- d) No policy cancellation value shall be payable in respect of regular premium policies.

**7) Reduced Paid-up Value:**

Not Available

**8) Policy Loan:**

No loan will be available under this policy.

**9) Termination of Policy:**

The policy shall immediately and automatically terminate on the earliest occurrence of any of the following events:

- a) The date on which death benefit becomes payable; or
- b) The date on which refund, if applicable, is settled, in case of cancellation of policy; or
- c) The date of maturity; or
- d) On expiry of revival period, if the policy has not been revived; or
- e) On payment of free look cancellation amount.

**PART – E**

Not Applicable.

SAMPLE

## PART – F

### OTHER TERMS AND CONDITIONS

<b>1)</b>	<b>Assignment:</b>
	Assignment is allowed under this plan as per section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are contained in Annexure-1 of this Policy Document. The notice of assignment should be submitted for registration to the office of the Company, where the policy is serviced.
<b>2)</b>	<b>Nomination:</b>
	Nomination by the holder of a policy of life assurance on his/her own life is allowed as per Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are contained in Annexure-2 of this Policy Document. The notice of nomination or change of nomination should be submitted for registration to the office of the Company, where the policy is serviced. In registering nomination the Company does not accept any responsibility or express any opinion as to its validity or legal effect.
<b>3)</b>	<b>Section 45 of the Insurance Act 1938:</b>
	The provisions of Section 45 of the Insurance Act 1938, as amended from time to time, shall be applicable. The current provisions are contained in Annexure-3 of this policy document.
<b>4)</b>	<b>Suicide Exclusion:</b>
	<p><u>a) Under Regular/Limited Premium Policy:</u></p> <p>This policy shall be void if the Life Assured commits suicide at any time within 12 months from the date of commencement of risk, provided the policy is in force or within 12 months from the date of revival and the Company will not entertain any claim except for 80% of the premiums paid (excluding any extra amount if charged under the policy due to underwriting decisions, taxes and rider premiums, if any) till the date of death or Policy Cancellation Value available as on date of death whichever is higher, provided the policy is in force.</p> <p>This clause shall not be applicable for a lapsed policy as nothing is payable under such policies.</p> <p><u>b) Under single Premium Policy:</u></p> <p>This policy shall be void if the Life assured commits suicide at any time within 12 months from the date of commencement of risk and the Company will not entertain any claim except 90 % of the Single Premium paid excluding any extra amount if charged under the policy due to underwriting decisions, taxes and rider premiums, if any or Policy Cancellation Value available as on date of death whichever is higher, provided the policy is in force.</p>
<b>5)</b>	<b>Tax:</b>
	<p>Statutory Taxes, if any, imposed on such insurance plans by the Government of India or any other constitutional tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.</p> <p>The amount of applicable taxes as per the prevailing rates, shall be payable by the policyholder on premiums (for base policy and rider, if any) including extra amount if charged under the policy due to underwriting decisions, which shall be collected separately over and above in addition to the premiums payable by the policyholder.</p> <p>The amount of tax paid shall not be considered for the calculation of benefits payable under the plan.</p> <p>The tax benefits, if any, would be as per the prevailing provisions of the tax laws in India. The Policyholder or the nominee shall be liable for compliance of applicable tax provisions.</p>
<b>6)</b>	<b>Normal requirements for a claim:</b>
	<p><u>a) Death Claim:</u></p> <p>The normal documents which the claimant shall submit while lodging the claim in case of death of the Life Assured shall be claim forms, as prescribed by the Company, accompanied with original policy document, NEFT mandate from the claimant for direct credit of the claim amount to the bank account, proof of title, proof of death, medical treatment prior to the death (if any), school/ college/ employer's certificate, whichever is applicable, to the satisfaction of the Company. If the age is not admitted under the policy, the proof of age of the Life assured shall also be submitted.</p> <p>In case of unnatural death or death on account of or arising from an accident, the Company may call for the copies of First Information Report (FIR), Panchnama and Post Mortem report. The Company may also call for additional documents as may be required by them.</p> <p>Within 90 days from the date of death, intimation of death along with death certificate must be notified in writing to the office of the Company where the policy is serviced. However, delay in intimation of the genuine claim by the claimant, may be condoned by the Company, on merit, and where delay is proved to be for the reasons beyond his/her control.</p> <p><u>b) Policy Cancellation:</u></p> <p>In case of cancellation of the policy, the Policyholder shall submit the discharge form along with the original policy document,</p>

	NEFT mandate from the claimant for direct credit of the claim amount to the bank account.  In addition to above, any requirement mandated under any statutory provision or as may be required as per law shall also be required to be submitted.
<b>7)</b>	<b>Issuance of duplicate Policy:</b>
	a) The Policyholder can make an application for duplicate Policy on payment of ₹ 200 upon loss of policy document along with other requirements as may be prescribed by the Company.
<b>8)</b>	<b>Jurisdiction:</b>
	The Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.
<b>9)</b>	<b>Legislative Changes:</b>
	The Terms and Conditions including the premiums and benefits payable under this policy are subject to variation in accordance with the applicable laws and regulations.

SAMPLE

## **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, Kirool 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](mailto: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  
Nanakramgu  
da  
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>

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 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	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 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>
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>	

**You may refer to the list of Ombudsman with their addresses on <https://cioins.co.in/Ombudsman>**

Note: In case of dispute in respect of interpretation of these terms and conditions and special provisions/conditions the English version shall stand valid.

YOU ARE REQUESTED TO EXAMINE THIS POLICY DOCUMENT, AND IF ANY MISTAKE BE FOUND THEREIN, RETURN IT IMMEDIATELY FOR CORRECTION.

## Annexure - 1

### 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:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer 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 there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment; OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the 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 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.]***

## Annexure - 2

### 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.]***

### 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:

1. 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.

2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of Revival of policy or
  - d. the date of rider to the policy

- whichever is later.

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

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.

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

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

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

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

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

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

***[Disclaimer: This is 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 Act, 1938 as amended from time to time for complete and accurate details.]***