

**PART - A**

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

**Name of Policyholder:**

**Address of Policyholder:**

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

Dear <Policyholder Name>,

**Sub.: Your Policy No. <<\_\_\_\_\_>> - Edelweiss Life – Guaranteed Savings STAR  
(An Individual, Non-Linked, Non-Participating, Savings, Life Insurance Plan)**

Thank you for choosing Edelweiss 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 as submitted by you, Customer Information Sheet (CIS) and other relevant documents (if any), 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 salesperson who has advised you while purchasing this Policy at the below details:

<b>Name of the PFA / Corporate Agent/ Relationship Manager/ Broker</b>	<b>Code/License No.</b>	<b>Contact Details</b>

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

**Cancellation in the Free Look Period:**

You have a Free Look period of thirty (30) days beginning from the date of receipt of the Policy Document, whether received electronically or otherwise, to review the terms and conditions of this Policy. If you disagree with any of the terms or conditions, or otherwise, and you have not made any claims, you may return this Policy for cancellation to us by giving us written reasons for your objection within the said Free Look period. We will refund the Premium received after deducting stamp duty charges, proportionate risk premium for the period of cover and expenses incurred by us on medical examination (if any) of Proposer/Life Insured.

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 Life Insurance Company Limited**

**Authorised Signatory**

**Registered & Corporate Office-** 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai - 400070

**Edelweiss Life Insurance Company Limited**  
**(formerly known as Edelweiss Tokio Life Insurance Company Limited)**

**Registered & Corporate Office - 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirool**  
**Road, Kurla (W), Mumbai - 400070**

**POLICY DOCUMENT - Edelweiss Life – Guaranteed Savings STAR**  
**An Individual, Non-Linked, Non-Participating, Savings, Life Insurance Plan**  
**UIN: 147N074V03**

**POLICY PREAMBLE**

This Policy is an **Individual, Non-Linked, Non-Participating, Savings, Life Insurance Plan**. This document is the evidence of a contract of insurance between Edelweiss 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.

## POLICY SCHEDULE

Policy Number	Plan Name and UIN
	Edelweiss Life – Guaranteed Savings STAR (UIN: 147N074V03)

### Details of the Policyholder:

Name	Date of Birth	Age	Gender	CKYC Number

Address of the Policyholder

### Details of the Life Insured:

Name	Date of Birth	Age	Gender	CKYC Number

Address of the Life Insured

Policy Details	
Date of Commencement of Policy	<<dd/mm/yyyy>>
Date of Commencement of Risk	<<dd/mm/yyyy>>
Policy Term	<< years>>
Premium Paying Term (PPT)	<<5   8   10   12 years>>
Premium Paying Frequency	<<Annual / Half Yearly/ Quarterly / Monthly>>
Annual Premium	Rs. << amount>>
Annualized premium	Rs. << amount>>
Modal Premium	Rs. << amount>>
Modal Premium plus Applicable Taxes	Rs. << amount>>
Premium Paying Due Date	<< Date & Month of every year / Date of every month >>
Last Premium Due Date	<<dd/mm/yyyy>>
Plan Option	<< Base/Enhanced Cover >>
Maturity Date	<<dd/mm/yyyy>>
Maturity Benefit Payment Option	Lumpsum/ equal annual instalment over 5 years
Family Income Benefits	<<No / On Critical Illness and Death / On Death>>

**BENEFIT INFORMATION:**

Sum Assured on Death (at inception of the Policy)	: Rs.
Sum Assured on Maturity	: Rs.

**Maturity Benefit Payment Schedule -**

Date	Rs
<<dd/mm/yyyy>>	<<Rs.>>

Rider Name	UIN	Rider Sum Assured	Modal Premium plus applicable taxes	Term (years)	PPT (years)
<<Rider Name>>	<<UIN>>	<<Rider sum assured>>	<<Rider premium>>	<<Term>>	<<PPT>>
<b>Total</b>					

**Nomination details of Nominees of Life Insured:**

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

Stamp Duty of Rs. /- is paid as provided under Article 47 ( D ) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No.(LOA/CSD/ /2021/Validity Period Dt. / / To Dt. / / (O/w.No.)/Date : / / ).

For and on behalf of  
**Edelweiss Life Insurance Company Limited**

**Authorised Signatory**

*This Policy Document is signed using a digital signature for and on behalf of Edelweiss Life Insurance Company Limited. Hence it does not require physical signature.*

**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**

<b>Defined Term</b>	<b>Meaning</b>
<b>Age:</b>	means Age of the Life Insured on the last birthday at the time of commencement of the policy
<b>Annual Premium:</b>	means the premium payable in a Policy Year chosen by the Policyholder as stated in the Policy Schedule, including loadings for Modal Premiums and the underwriting extra premiums, if any but excluding the taxes, rider premiums, if any.
<b>Annualized Premium:</b>	means the Premium amount payable in a year excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums-
<b>Appointee:</b>	means the person registered with us and mentioned in the Policy 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 are transferred by virtue of an Assignment.
<b>Assignment:</b>	means 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>	means the person who transfers the rights of the life insurance policy to the Assignee.
<b>Covered Critical Illnesses:</b>	means the list of Critical Illness read in conjunction with exclusions, definitions and conditions and as mentioned in clause 2 of part C.
<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>Death Benefit:</b>	means the benefit, which is payable on death of the Life Insured, as stated in the Policy Document.
<b>Due Date:</b>	means a fixed date on which the policy premium is due and payable by the Policyholder.
<b>Endorsement:</b>	means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
<b>Family Income Benefits:</b>	means an additional optional benefit as selected by the Policyholder at the inception of the Policy only and as mentioned in the Policy Schedule. Once chosen, the Family Income Benefit cannot be opted out or changed during the Policy Term. The Family Income benefit is available subject to Board Approved Underwriting Policy. In case Family Income Benefit is opted, then post CI or Death, as applicable, the future premiums with respect to base premium will not be required to be paid, however Rider premiums, if any, will still require to be paid as and when due.
<b>Free Look Period:</b>	means a period of thirty (30) days beginning from the date of receipt of the Policy Document, whether received electronically or otherwise, to review the terms and conditions of this Policy. If you disagree with any of the terms or conditions, or otherwise, and you have not made any claims, you have the option to return this policy as detailed in Condition 4 of Part D of this Policy Document.
<b>Grace Period:</b>	means the time granted by the insurer from the due date of the payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption as per

	the terms & conditions of the policy.
<b>In-Force:</b>	means the status of the policy during the Policy Term when all the due premiums have been paid/waived off or the Policy is not in a state of discontinuance.
<b>Insurance Act:</b>	means the Insurance Act, 1938 (4 of 1938) as amended from time to time.
<b>IRDAI / Authority:</b>	means Insurance Regulatory and Development Authority of India.
<b>Life Insured:</b>	means the person on whose life the insurance cover has been accepted.
<b>Material Information:</b>	means the information already known to the Life Insured at the time of applying for Life Insurance, which has a bearing on underwriting of the proposal /Policy submitted.
<b>Maturity Date:</b>	Maturity Date means the date specified in the Schedule on which the Policy Term is completed.
<b>Maturity Benefit:</b>	means Sum Assured on Maturity, any additional and accrued benefit, which is payable on Maturity in accordance with the terms and conditions of the policy.
<b>MCLR</b>	means Marginal Cost of Funds Based Lending Rate declared by Banks from time to time.
<b>Medical Practitioner:</b>	<p>means a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.</p> <p>The Medical Practitioner should not be:</p> <ul style="list-style-type: none"> <li>• the Policyholder/ insured person himself / herself; or</li> <li>• An authorised insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or</li> <li>• Employed by or under contractual engagement with the insurance company; or</li> <li>• Related to the Policyholder/Life Insured by blood or marriage</li> </ul>
<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:</b>	means the person/(s) named in the Policy Schedule who has/have been nominated by the Policyholder (who is also the Life Insured in the Policy) in accordance with the Section 39 of the Insurance Act, 1938 as amended from time to time to receive the benefits in respect of this Policy.
<b>Non-Participating:</b>	means products where policies are not entitled for any share in surplus(profits) during the term of Policy.-
<b>Plan Option:</b>	means or refers to the option selected by the Policyholder and as stated in the Policy Schedule.
<b>Policy:</b>	means the contract of insurance as evidenced by this Policy Document, the Proposal Form, the Policy Schedule/(s) 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 Anniversary:</b>	means one year from the date of commencement of the Policy and the same date falling each year thereafter, till the Maturity Date.
<b>Policy Document:</b>	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>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>	means the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.
<b>Premium / Modal Premium:</b>	means 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 "Instalment Premium" which includes instalment Premium for the 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 Discontinuance:</b>	means the non-payment of premiums by you before the expiry of Grace Period.
<b>Premium Paying Frequency:</b>	means a frequency as specified in the Policy Schedule at which premiums are payable.
<b>Premium Paying Term (PPT):</b>	means the period, in years, during which premium is payable.
<b>Proof of continued insurability:</b>	means 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>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 insurance cover under this Policy.
<b>Proposer:</b>	means a person who proposes the life insurance proposal.
<b>Reduced Paid-up:</b>	means or refers to the status explained in clause 4 of Part C
<b>Regulations:</b>	means the IRDAI (Insurance Products) Regulations, 2024, Master Circular on Point of Sales Products and Persons – Life Insurance and any other applicable laws issued and as may be amended from time to time.
<b>Revival / Revival of a Policy:</b>	means restoration of the 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 or late fee if any, during the revival period as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy.
<b>Revival Period:</b>	means the period of five consecutive complete years from the date of first unpaid Premium.
<b>Rider:</b>	means the insurance cover(s) added to a base product for additional premium or charge.
<b>Rider Premium:</b>	means 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>	means the assured amount payable on happening of a specified event covered under the rider, if opted.
<b>Schedule / Policy Schedule:</b>	means the part of policy document that gives the specific details of your policy.
<b>Sum Assured on Death (SAD):</b>	means an absolute amount of benefit which is guaranteed to become payable on death of the life insured in accordance with the terms and conditions of the policy.

<b>Sum Assured on Maturity (SAM):</b>	means an absolute amount of benefit, which is guaranteed to become payable at the end of the Policy Term that is on Maturity of the Policy in accordance with the terms and Conditions of the Policy.
<b>Surrender:</b>	means complete withdrawal or termination of the entire policy contract.
<b>Surrender Value:</b>	means an amount, if any, that becomes payable on Surrender of a policy during its term, in accordance with the terms and conditions of this Policy.
<b>Total Premiums Paid:</b>	means total of all the premiums paid under the base product, excluding any extra premium and taxes, if collected explicitly.
<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>Underwriting Extra:</b>	means an additional amount charged by us as Premium, as per our Board approved underwriting policy, which is determined on the basis of disclosures made by you in the Proposal Form or on the basis of any other information received by us including through medical examinations of the Life Insured in relation to this Policy.
<b>UIN:</b>	UIN means the Unique Identification Number allotted to this plan by the IRDAI.
<b>Waiting Period:</b>	<p>a) In case Family Income Benefit is opted: Waiting Period means the period of 90 calendar days from the Date of Commencement of Risk or the date of Revival of the Policy, whichever is later, during which the Life Insured will not be entitled to the Critical Illness Benefit.</p> <p>b) In case Policy is purchased through POS channel: There is a waiting period of 90 calendar days (other than accidental death only) from the Date of Commencement of Risk. The Death Benefit (other than accidental death) during the Waiting Period will be 100% of the Total Premiums Paid till the date of death. The death benefit after expiry of the Waiting Period or on death of the Life Insured due to accident will be the Death Benefit as defined in clause 1 of Part C.</p>
<b>We/we/Our/our/Us /us/ Company /Insurer:</b>	means Edelweiss Life Insurance Company Limited.

**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. Death Benefit:**

Events	Plan Options	How and when Benefits are payable	Size of such benefits
Death of the Life Insured	Base Option	<p><b>If neither of Family Income Benefits options is selected:</b> In case of death of the Life Insured during the Policy Term, while the Policy is In-Force, the Death Benefit will be payable as lumpsum and the policy will terminate without any further benefits.</p>	<p>Sum Assured on Death will be payable. At any point of time, provided the Policy is In-Force, it will be the highest of:</p> <ol style="list-style-type: none"> <li>1. 10 times the Annualized Premium</li> <li>2. Any absolute amount assured to be paid on death*</li> <li>3. 10 times the Annual Premium</li> </ol> <p>*Absolute Amount Assured to be paid on Death any time during the policy year will be calculated as below:</p> <p>Sum Assured on Maturity, multiplied by applicable Death Benefit Factor</p> <p>Death Benefit Factors are mentioned in the Annexure-5.</p>
		<p><b>If either of the Family Income Benefits is selected:</b> In case of death of the Life Insured during the Policy Term, while the Policy is In-Force, the Death Benefit will be payable as lumpsum.</p>	<p>Sum Assured on Death will be payable. At any point of time, provided the Policy is In-Force, it will be the highest of:</p> <ol style="list-style-type: none"> <li>1. 10 times the Annualized Premium</li> <li>2. Any absolute amount assured to be paid on death*</li> <li>3. 10 times the Annual Premium</li> </ol> <p>* Absolute Amount Assured to be paid on Death in Nil</p> <p>In addition, no future Premiums, if any are required to be paid and the Policy will continue as In-Force policy. On the Maturity Date, Sum Assured on Maturity will be paid and Policy will terminate without any further benefit.</p>
	Enhanced Cover	<p>In case of death of the Life Insured during the Policy Term, while the Policy is In-Force, the Death Benefit will be payable as lumpsum and the policy will terminate without any</p>	<p>Sum Assured on Death will be payable. At any point of time, provided the Policy is In-Force, it will be the highest of:</p> <ol style="list-style-type: none"> <li>1. 20 times the Annualized Premium</li> <li>2. Any absolute amount assured to be paid on death*</li> <li>3. 20 times the Annual Premium</li> </ol>

		further benefits.	<p>*Absolute Amount Assured to be paid on Death any time during the policy year will be calculated as below:</p> <p>Sum Assured on Maturity, multiplied by applicable Death Benefit Factor</p> <p>Death Benefit Factors are mentioned in the Annexure-5</p>
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**Note:**

1. The Death Benefit during the entire Policy Term will not be less than 105% of Total Premiums Paid upto date of death. Death Benefit would be reduced to the extent of unpaid premiums in the Policy Year when death occurs.  
If neither of Family Income Benefits options is selected, at any point of time, Death Benefit will not be less than Surrender Value applicable at the time of death
2. The Death Benefit will be payable even in case of death due to any pandemic such as COVID-19.
3. In case the Life Insured is a minor, the risk cover will start from the Date of Commencement of Risk as mentioned in the Policy schedule and on attainment of majority the ownership of Policy will automatically vest on the Life Insured.
4. In case of death of the Life Insured who is a minor, the death benefit will be paid to the Proposer in the policy.

**2. Critical Illness Benefit:**

This benefit is applicable only if Family Income Benefit is opted.

<b>Events</b>	<b>How and when Benefits are payable</b>	<b>Size of such benefits</b>
<b>Diagnosis of Covered Critical Illness conditions (applicable if 'Family Income Benefit on Critical Illness and Death' is opted and subject to applicable waiting period)</b>	<b>If Family Income Benefit on Critical Illness and Death is selected:</b> On diagnosis of one of the Covered Critical Illnesses to the Life Insured while the Policy is In-force, on survival of 30 days following the date of diagnosis subject to the Critical Illnesses definitions and exclusions mentioned below during the Policy Term	No future premiums, if any are required to be paid and Policy will continue as In-Force policy.  The Death Benefit and Maturity Benefits, under the Policy will continue till the end of the Policy Term.

During the period from the reporting of the critical illness claim till its acceptance, the Policy shall be treated akin to a continuing Policy. However, if the Policyholder has paid any Premiums falling due during this period, the same will be refunded back on acceptance of the critical illness claim.

**Other conditions for Critical Illness Benefit**

- Claim for critical illness will only be accepted if the illness has occurred after the Waiting Period from the Date of Commencement of Risk or Revival of the policy, whichever is later.
- No benefit will be applicable if there is diagnosis of any covered critical illness or any signs or symptoms related to any of the covered critical illness, within the Waiting Period as applicable from either the Date of Commencement of Risk or Revival whichever is later.
- For any critical illness claim to be valid, the incidence of the condition must be the first occurrence in the lifetime of the Life Insured.

- Insured has to notify the critical illness claim within 90 days of the date of diagnosis of the covered critical illness. However, claims filed even beyond such period may be considered if there are valid reasons for the delay.
- Critical Illness benefit will be paid subject to satisfaction of definitions and exclusions, only once in the complete Policy Term. No benefit will be paid on re-occurrences of the same Critical Illness or on diagnosis of any other Critical Illness after a Critical Illness claim is already paid.
- If the Life Insured is diagnosed with critical illness within the Policy term, the benefits will be paid out even if the survival period of 30 days crosses the Policy Term.

Mentioned below is the list of Covered Critical Illness Conditions which are covered under this benefit:

Cancer of Specified Severity	Major Organ/ Bone Marrow Transplant
Open Chest Coronary Artery Bypass Graft (CABG)	Permanent Paralysis of Limbs
Myocardial infarction (First Heart Attack of Specific Severity)	Stroke resulting in permanent symptoms
Open Heart Replacement or Repair of Heart Valves	Major Surgery Of Aorta
Kidney Failure Requiring Regular Dialysis	Coma of Specified Severity
Third Degree Burns	Blindness

Following are the Definitions and Exclusions related to Critical Illness Benefit.

**a) Cancer of Specified Severity**

A malignant tumor characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
  - All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
  - Chronic lymphocytic leukaemia less than RAI stage 3
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

**b) Open Chest Coronary Artery Bypass Graft (CABG):**

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures

**c) Myocardial infarction (First heart attack of specific severity):**

The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- ii. New characteristic electrocardiogram changes
- iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- i. Other acute Coronary Syndromes
- ii. Any type of angina pectoris
- iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

**d) Open Heart Replacement or Repair of Heart Valves:**

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist Medical Practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

**e) Kidney Failure Requiring Regular Dialysis:**

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

**f) Third Degree Burns:**

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

**g) Major Organ / Bone Marrow Transplant:**

The actual undergoing of a transplant of:

- i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist Medical Practitioner.

The following are excluded:

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

#### **h) Permanent Paralysis of Limbs:**

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

#### **i) Stroke resulting in permanent symptoms:**

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

The following are excluded:

- i. Transient ischemic attacks (TIA)
- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

#### **j) Major Surgery Of Aorta:**

Undergoing of a laparotomy or thoracotomy to repair or correct an aneurysm, narrowing, obstruction or dissection of the aortic artery. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra-arterial techniques such as percutaneous endovascular aneurysm repair are excluded.

#### **k) Coma of Specified Severity:**

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- i. no response to external stimuli continuously for at least 96 hours;
- ii. life support measures are necessary to sustain life; and
- iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist Medical Practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

#### **l) Blindness:**

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

The Blindness is evidenced by:

- i. corrected visual acuity being 3/60 or less in both eyes or;
- ii. the field of vision being less than 10 degrees in both eyes.

The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

#### **Exclusions for the Critical Illness Benefit**

These exclusions apply in addition to the exclusions specified in the definition of each of the covered Critical Illness.

The Life Insured will not be entitled to any benefits if a covered Critical Illness results either directly or indirectly from any one of the following causes –

- i. Pre-Existing disease (PED):  
Pre-Existing Disease means any condition, ailment or injury or disease:
  - a. That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer or its reinstatement; or
  - b. For which medical advice or treatment was recommended by, or received from, a physician not more than 36 months prior to the date of commencement of the policy or its reinstatement.
- ii. Intentional self-inflicted injury or attempted suicide.
- iii. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered Medical Practitioner.
- iv. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
- v. Taking part in any naval, military or air force operation during peace time.
- vi. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger, pilot, air crew of a recognized airline on regular routes and on a scheduled timetable.
- vii. Participation by the insured person in a criminal or unlawful act with a criminal intent.
- viii. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping.
- ix. Any external congenital anomaly. Congenital Anomaly which is in the visible and accessible parts of the body is called External Congenital Anomaly. Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
- x. Failure to seek or follow medical advice where a “medical advice” means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- xi. Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

**3. Maturity Benefit:**

Events	Plan Options	How and when Benefits are payable	Size of such benefits
<b>Maturity of the Policy</b>	<b>All Plan Options</b>	<b>If neither of Family Income Benefits options selected is selected:</b> On survival of the Life Insured till the Maturity Date, while the Policy is In-Force, the Maturity Benefit is payable, as per the dates mentioned in the Maturity Benefit Payment Schedule	Amount as specified as per the Maturity Benefit Payment Schedule
	<b>Base Option</b>	<b>If either of the Family Income Benefits is selected:</b> On the Maturity Date whether the Life	

		Insured survives or not, while the Policy is In-Force, the Maturity Benefit, is payable, as per the dates mentioned in the Maturity Benefit Payment Schedule.	
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The Maturity Benefit Payment Option cannot be changed. In case you choose to receive the Maturity Benefit in equal instalments, if death happens during the period in which instalments are being paid, the nominee will continue to receive the instalments. On receipt of the complete Maturity Benefit, the policy will terminate without any further benefit.

**4. Payment of Premium and Discontinuance of Premium Payment:**

<b>a)</b>	<b>Payment of Premium:</b>								
	You shall pay the Premium during 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. If agreed by us, you may change your Premium Paying Frequency during the Premium Paying Term, to any other Premium Paying Frequency as allowed under the plan. For Premium Paying Frequencies other than annual mode, additional loadings as applicable will be applied on the Annualized premium and Rider Premium, if any.								
<b>b)</b>	<b>Grace Period:</b>								
	If we do not receive the Premium in full by the premium due date, then: (i) We will allow a Grace Period of 15 days where the Policyholder pays the Premium on a monthly basis, and 30 days in all other cases during which you must pay the Premium due in full. The Policy will be In-Force during the Grace Period. (ii) All the benefits under the Policy will continue to apply during the Grace Period. In case of death during the Grace Period, the Death Benefit will be paid (after deducting the Premium due for the Policy Year in which death occurs).								
<b>c)</b>	<b>Premium Discontinuance</b>								
	<ul style="list-style-type: none"> <li>i. If all the Premium for at least first Policy Year has not been paid in full within the Grace Period, the Policy shall immediately and automatically lapse and no benefits shall be payable by us under the Policy, unless the Policy is revived within the Revival Period.</li> <li>ii. After completion of first Policy Year, provided one full year's Premium has been paid, and if we do not receive subsequent Premiums within the Grace Period, the Policy will acquire Reduced Paid-Up status and benefits will continue as per the Reduced Paid-Up provision. After completion of first Policy Year provided one full year's premium has been paid, then on premium discontinuance, the policy will acquire Surrender Value and Reduced paid-up value.</li> </ul>								
<b>d)</b>	<b>Reduced Paid-up</b>								
	<p>If all Premiums for atleast first Policy Year have not been paid in full, then paid-up value is nil. After completion of first Policy Year provided one full year's Premium has been paid, then on premium discontinuance the policy will continue as a 'Reduced Paid-up' policy and all the benefits shall be reduced proportionately.</p> <p>Once your Policy has acquired the Reduced Paid-Up status, the following amounts will be applicable:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Events</th> <th style="width: 50%;">How and when Benefits are payable</th> <th style="width: 25%;">Size of such benefits/policy monies</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Events	How and when Benefits are payable	Size of such benefits/policy monies			
Events	How and when Benefits are payable	Size of such benefits/policy monies							

<b>Death of the Life Insured</b>	<b>If neither of Family Income Benefits options is selected:</b> In case of death of the Life Insured during the Policy Term, Reduced Paid-up Death Benefit will be payable as lumpsum and policy will terminate without any further benefit.	Reduced Paid-up Death Benefit <sup>(d)</sup>
	<b>If either of the Family Income Benefits is selected:</b> In case of death of the Life Insured during the Policy Term, Reduced Paid-up Death Benefit will be payable as lumpsum.	Reduced Paid-up Death Benefit <sup>(d)</sup>  The Policy will continue for Reduced Paid-up Maturity Benefit <sup>(e)</sup> .
<b>Maturity of the policy</b>	<b>If neither of Family Income Benefits options is selected:</b> On survival of the Life Insured till the Maturity Date, Reduced Paid-up Maturity Benefit, as per the dates mentioned in the Maturity Benefit Payment Schedule is payable.	Reduced Paid-up Maturity Benefit <sup>(e)</sup>
	<b>If either of the Family Income Benefits is selected:</b> Whether the Life Insured survives till the Maturity Date or not, Reduced Paid-up Maturity Benefit, as per the dates mentioned in the Maturity Benefit Payment Schedule is payable	Reduced Paid-up Maturity Benefit <sup>(e)</sup> .

<sup>(d)</sup>Reduced Paid-up Death Benefit will as per below:

Sum Assured on Death x Total number of months for which Premiums are paid / Total number of months for which Premiums were originally payable

The Reduced Paid-up Death Benefit during the entire Policy Term will not be less than 105% of Total Premiums Paid upto date of death.

If neither of Family Income Benefits options is selected, at any point of time, Reduced Paid-up Death Benefit will not be less than Surrender Value applicable at the time of death

<sup>(e)</sup> Reduced Paid-up Maturity Benefit will as per below:

Maturity Benefit (as specified in the Maturity Benefit Payment Schedule) x Total number of months for which Premiums are paid / Total number of months for which Premiums were originally payable.

## **PART – D**

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

After completion of the first Policy Year provided one full year's Premium has been paid, your policy will acquire a Surrender Value. On receipt of a written request for Surrender from you during the Policy Term, the Surrender Value, if any, will be immediately paid, the Policy will be terminated and all the benefits under the Policy shall cease to apply.

#### **Surrender Value:**

The Surrender Value payable is higher of Guaranteed Surrender Value (GSV) and Special Surrender Value (SSV).

#### **Guaranteed Surrender Value ('GSV'):**

The policy shall acquire a Guaranteed Surrender Value on payment of premium for at least two consecutive years. The Guaranteed Surrender Value is equal to (GSV Factor x Total Premiums Paid)

GSV Factors varies with policy year of surrender and policy term and are given in Annexure 4.

**Special Surrender Value ('SSV')** : Your Policy also acquires a Special Surrender Value. Before making a request for Surrender, you may approach us to know about the Surrender Value in respect of your Policy.

### **2. Loan under the Policy:**

**Conditions for grant of a loan under the Policy:** You may take a loan under the Policy during the Policy Term, by giving us a written request provided the Policy has acquired the Surrender Value. The maximum loan amount you may avail is a specific percentage of Surrender Value applicable under the Policy when a request for a loan is received less any outstanding Policy Loan plus accumulated/accrued interest, if any, on that date. The specific percentage is as mentioned below:

Without Family Income Benefit: 60% of Surrender Value

With Family Income Benefit: 50% of Surrender Value

**Effect of grant of loan under the Policy:** If a loan is granted by us under the Policy, then:

- Interest will be charged on the outstanding loan amount at a rate declared by Us from time to time based on then prevailing market conditions and will be equal to Three-year (tenure) SBI MCLR + 0.50% subject to floor of 7.00%. The rate of interest for policy loan as on 15<sup>th</sup> September 2024 is 9.60% per annum. The interest on loan will be calculated on annual compounding basis. The interest rate methodology is reviewable with prior approval from IRDAI. We will review the interest rate at least once a year and if the interest rate is revised, the same interest rate will be applied to both existing and new loan from the date of revision.
- For In-Force and fully Paid-up policies: Policy can't be foreclosed on the ground of outstanding loan amount including interest exceeds the Surrender Value. For other than In-force and fully paid-up policies, if at any point of time outstanding loan amount and accumulated interest balance equal or exceed Surrender Value, then the Policy shall be terminated without value. Prior to this, we will notify you when your outstanding loan balance is 95% of the Surrender Value and will give an opportunity to repay all or part of the loan balance.
- Any benefit payable by us on the death of the Life Insured or on the Surrender of the Policy or on the Maturity of the Policy will first be reduced by any outstanding policy loan and accumulated interests, if any.

3. **Revival:**

If due premiums are not paid within the Grace Period, the Policy shall Lapse or become Reduced Paid-up as the case may be. Any such Policy may be revived within a revival period of five years from the due date of the first unpaid Premium by giving us a written intimation to revive the Policy and payment of all overdue Premiums with interest, as may be declared by Us from time to time, for every completed month from the date of first unpaid Premium.

The Revival will be effected subject to the receipt of the proof of continued insurability of Life Insured and the acceptance of the risk by the Underwriter. Cost for the medical examination, if applicable shall be borne by the Policyholder. The effective date of Revival is when these requirements are met and approved by us.

Revival would be as per Board approved underwriting policy. All the benefits of the Policy will be reinstated on the Policy Revival.

Company may charge interest, as decided from time to time, on the unpaid Premium for every completed month from the date of first unpaid premium. The revival interest rate will be based on G-sec rate with 1 - 2 years 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 years maturity. The interest rate to be charged effective from April 2024 is 1.00% per month on unpaid premiums for every completed month from the date of the first unpaid premium. The interest on revival will be calculated on a simple basis. The interest rate methodology is reviewable with prior approval from IRDAI. We will review the interest rate at least once a year.

4. **Free Look Period:**

You have a Free Look period of thirty (30) days beginning from the date of receipt of the Policy Document, whether received electronically or otherwise, to review the terms and conditions of this Policy. If you disagree with any of the terms or conditions, or otherwise, and you have not made any claims, you may return this Policy for cancellation to us by giving us written reasons for your objection within the said Free Look period. We will refund the Premium received after deducting stamp duty charges, proportionate risk premium for the period of cover and expenses incurred by us on medical examination (if any) of Proposer/Life Insured.

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.

**Computation of Free Look Period for e-Insurance Account:**

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

- a. For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date lines of delivery of the e mail confirming the credit of the Insurance policy by the IR.
- b. 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 (e IA) 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.

5. **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 of the death of the Life Insured if Family Income Benefit's are not selected.; or
- iii. The Maturity Date; or
- iv. The date of the last Maturity Benefit Instalment is paid; or
- v. The date of payment of Surrender Value of the Policy; or
- vi. The date on which the revival period ends, while Policy continues to be in lapsed status as per clause 4(c) of Part C on Premium Discontinuance; or
- vii. For Reduced Paid-up policies, the date on which the outstanding loan amount along with accrued interest exceeds the Surrender Value

Upon termination all the benefits under the Policy shall cease to apply.

SAMPLE

**PART – E**

Not Applicable.

SAMPLE

**PART – F**

**GENERAL TERMS AND CONDITIONS**

<b>a)</b>	<p><b>Exclusions:</b></p> <p><b>Suicide</b> In case of death due to suicide within 12 months from the Date of Commencement of Risk or from the date of Revival of the policy, as applicable, the Nominee or Beneficiary of the Policyholder shall be entitled to at least 80% of the Total Premiums Paid till the date of death or the Surrender Value available as on the date of death whichever is higher, provided the Policy is In-Force.</p> <p><b><u>Waiting Period if the Policy is sourced through POS channel:</u></b> There is a waiting period of 90 calendar days (other than accidental death only) from the Date of Commencement of Risk. The Death Benefit (other than accidental death) during the Waiting Period will be 100% of the Total Premiums Paid till the date of death. The death benefit after expiry of the Waiting Period or on death of the Life Insured due to accident will be the Death Benefit as defined in clause 1 of Part C.</p> <p><b><u>Exclusion applicable for Critical Illness:</u></b> As defined in Part C</p>
<b>b)</b>	<p><b>Death Claim Procedure:</b></p> <p>We shall be given a written notice of the Life Insured's death and, shall be provided with the following documents for us to assess the claim:</p> <ol style="list-style-type: none"><li>i. The claim form, duly completed;</li><li>ii. The original or an attested copy of the death certificate;</li><li>iii. The original Policy Document;</li><li>iv. Documents to establish right of the claimant in the absence of valid nomination</li><li>v. 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>i. Copy of FIR and Panchnama;</li><li>ii. Copy of the Post Mortem report;</li><li>iii. Copy of Newspaper clipping, if any;</li><li>iv. Copy of the final Police Investigation Report;</li><li>v. Copy of the Chargesheet in case of murder;</li><li>vi. Copy of Driving License if the Life Insured was driving at the time of death</li></ol> <p>You are requested to intimate us of the claim at any of our branch offices or to our Corporate Office address mentioned below:</p> <p>Claims Officer Edelweiss Life Insurance Company Limited 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai - 400070 Email Id: <a href="mailto:claims@edelweisslife.in">claims@edelweisslife.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> <p>The claim is required to be intimated to us along with all necessary claim documents required within 90 days from the date of death. However, we may condone the delay in claim intimation,</p>

	if any, provided valid reasons are given for the delay.
<b>c)</b>	<b>Critical Illness Claim Procedure:</b>
	<p>We shall be given written intimation of the Life Insured's Critical Illness immediately and in any event within 90 days from the date of diagnosis of the Covered Critical Illness. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant. We shall be provided with the following documents to assess the claim:</p> <ol style="list-style-type: none"> <li>i. Claim form duly filled and signed by the Life Insured (in case of critical illness)</li> <li>ii. Copy of diagnosis report confirming the occurrence of Critical Illness which is acceptable to Us;</li> <li>iii. All past and present medical records (such as admission notes, Indoor case papers, discharge summary, daily records and investigation test reports, surgical notes), if applicable;</li> <li>iv. The Policy Document</li> <li>v. A copy of the Life Insured's photo identification proof, address proof and bank account details with a copy of the cancelled cheque;</li> <li>vi. Treating doctor certificate filled by the doctor treating the Life Insured for the diagnosed ailment;</li> <li>vii. Hospital certificate duly filled in by the hospital where the Life Insured was admitted;</li> <li>viii. Any other information or documentation that We request.</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>Claims Officer Edelweiss Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisslife.in 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>d)</b>	<b>Maturity Claim Procedure:</b>
	Company shall process Maturity claim payout on or before due date as per the terms and condition. Policyholder must update their latest bank account details in Company records for seamless processing.
<b>e)</b>	<b>Nomination:</b>
	<p>Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.</p> <p><b><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></p>
<b>f)</b>	<b>Assignment:</b>
	<p>Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.</p> <p><b><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></p>
<b>g)</b>	<b>Validity/ Non-Disclosure:</b>
	(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>(ii) <u>Misstatement 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.</p> <p>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 any Premiums paid till date, if any, shall be payable by us (subject to 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 Misstatement shall be dealt with in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. <b>[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].</b></p>
<b>h)</b>	<b>Currency, Governing Law and Jurisdiction</b>
	<p>The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.</p> <p>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.</p>
<b>i)</b>	<b>Taxation</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, maybe available 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>j)</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 (fee 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>k)</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>l)</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>m)</b>	<b>Mode of Communication</b>
	<p>The Company and the Policyholder may exchange communication pertaining to this Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / carry out the mandates of the Policyholder on merits in accordance with such communication.</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>n)</b>	<b>Vesting of Ownership</b>
	<p>In case the Life Insured is a minor, on attainment of majority the ownership of Policy will automatically vest on 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: [complaints@edelweisslife.in](mailto:complaints@edelweisslife.in)
- Write to us at: Customer Care, Edelweiss Life Insurance Company Ltd, 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai 400070.
- You can lodge your grievance/complaint at any of our branches/offices
- You can also lodge a grievance/complaint on our website at: <https://www.edelweisslife.in/web/guest/contact-us#fileAComplaint>

Details of Grievance Redressal officer:

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

Email id: [GRO@edelweisslife.in](mailto:GRO@edelweisslife.in). We will respond with a resolution within 14 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 (Bima Bharosa Shikayat Nivaran Kendra) (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

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><u>AHMEDABAD-380 001.</u></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><u>BHOPAL-462 003.</u></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><u>BHUBANESHWAR-751 009.</u></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><u>CHANDIGARH-160 017.</u></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><u>CHENNAI-600 018.</u></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><u>NEW DELHI-110 002.</u></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><u>GUWAHATI-781 001 (ASSAM).</u></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><u>HYDERABAD-500 004.</u></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><u>ERNAKULAM-682 015.</u></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><u>KOLKATA - 700072</u></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><u>LUCKNOW-226 001.</u></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><u>MUMBAI-400 054.</u></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><u>JAIPUR – 302005.</u></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><u>PUNE - 411030.</u></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><u>BENGALURU – 560 078.</u></b> Tel.: 080 - 26652048 / 26652049 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><u>NOIDA – 201301.</u></b> Tel: 0120- 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>
<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></p>	

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

SAMPLE

## **Annexure - 1**

### **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 policy matures for payment.
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 the policy matures for payment, 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 but shall affect the rights of the nominee 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

## **Annexure - 2**

### **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 thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
  6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
  7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
  8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
  9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
    - a. not bonafide or
    - b. not in the interest of the policyholder or
    - c. not in public interest or
    - d. is for the purpose of trading of the insurance policy.
  10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
  11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
  12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
  13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
    - a. where assignment or transfer is subject to terms and conditions of transfer or assignment; OR
    - b. where the transfer or assignment is made upon condition that
      - i. the proceeds under the policy shall become payable to policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR
      - ii. the insured surviving the term of the policy
- Such conditional assignee will not be entitled to obtain a loan on policy or Surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
    - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
    - b. may institute any proceedings in relation to the policy

c. obtain loan under the policy or Surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings  
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) 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.]***

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:

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 misstatement 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.]***

SAMPLE

**Annexure - 4: GSV factors applicable for this Policy**

Note: The GSV factor vary with policy term and policy year of surrender as per the table below.

		GSV as a % of Total Premiums Paid																																														
Policy Year\Policy Term	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40																	
1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-											
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%									
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%								
4	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%								
5	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%							
6	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%							
7	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%							
8	70%	63%	60%	58%	57%	56%	55%	54%	54%	54%	53%	53%	53%	53%	53%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%	51%	51%	51%	51%	51%	51%	51%	51%	51%	51%	51%	51%								
9	90%	77%	70%	66%	64%	62%	60%	59%	58%	58%	56%	56%	56%	56%	55%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	53%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%							
10	90%	90%	80%	74%	71%	68%	65%	63%	62%	62%	59%	59%	59%	59%	58%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%	56%						
11	-	90%	90%	82%	77%	74%	70%	68%	66%	66%	62%	62%	62%	62%	60%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	57%	56%	54%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%							
12	-	-	90%	90%	83%	79%	75%	72%	70%	69%	66%	65%	65%	65%	63%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	59%	57%	56%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%						
13	-	-	-	90%	90%	84%	80%	77%	74%	73%	69%	68%	68%	68%	65%	63%	62%	62%	62%	62%	62%	62%	62%	62%	62%	62%	62%	60%	59%	57%	56%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%						
14	-	-	-	-	90%	90%	85%	81%	78%	76%	73%	71%	71%	70%	68%	65%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	63%	62%	60%	59%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%						
15	-	-	-	-	-	90%	90%	85%	82%	79%	76%	74%	74%	73%	70%	68%	66%	66%	66%	66%	66%	66%	66%	66%	66%	65%	63%	62%	60%	59%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%						
16	-	-	-	-	-	-	90%	90%	86%	83%	79%	77%	77%	75%	73%	70%	68%	68%	68%	68%	68%	68%	68%	68%	68%	66%	65%	63%	62%	60%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%					
17	-	-	-	-	-	-	-	90%	90%	86%	83%	80%	80%	78%	75%	73%	70%	68%	68%	68%	68%	68%	68%	68%	68%	66%	65%	63%	62%	60%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%	59%					
18	-	-	-	-	-	-	-	-	90%	90%	86%	83%	82%	80%	78%	75%	73%	72%	72%	72%	72%	72%	72%	71%	69%	68%	66%	65%	63%	62%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%					
19	-	-	-	-	-	-	-	-	-	90%	90%	86%	85%	82%	80%	78%	75%	74%	74%	74%	74%	74%	74%	72%	71%	69%	68%	66%	65%	63%	62%	62%	62%	62%	62%	62%	62%	62%	62%	62%	62%	62%	62%					
20	-	-	-	-	-	-	-	-	-	-	90%	90%	87%	85%	82%	80%	78%	76%	76%	76%	76%	76%	75%	74%	72%	71%	69%	68%	66%	65%	63%	63%	63%	63%	63%	63%	63%	63%	63%	63%	63%	63%	63%					
21	-	-	-	-	-	-	-	-	-	-	-	90%	90%	87%	85%	82%	80%	78%	76%	76%	76%	76%	75%	74%	72%	71%	69%	68%	66%	65%	63%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%				
22	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	87%	85%	82%	80%	78%	76%	76%	76%	75%	74%	72%	71%	69%	68%	66%	65%	63%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%					
23	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	87%	85%	82%	80%	78%	76%	76%	75%	74%	72%	71%	69%	68%	66%	65%	63%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%					
24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	87%	85%	82%	80%	78%	76%	76%	75%	74%	72%	71%	69%	68%	66%	65%	63%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%	64%					
25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	87%	86%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%					
26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%					
27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%					
28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%	68%	68%	68%	68%					
29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%	68%	68%	68%					
30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%	68%	68%					
31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%	68%					
32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%	68%					
33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%	68%				
34	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%				
35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%	68%			
36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%	68%			
37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	68%			
38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%		
39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%	
40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	69%	68%

## Annexure - 5: Death Benefit factors

Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor	Remaining complete months for SAM	DB Factor		
0		1		51	0.7576	102	0.5739	153	0.4348	204	0.3294	255	0.2496	306	0.1891	357	0.1432	408	0.1085	459	0.0822
1	0.9946			52	0.7535	103	0.5708	154	0.4325	205	0.3276	256	0.2482	307	0.188	358	0.1425	409	0.1079	460	0.0818
2	0.9892			53	0.7494	104	0.5677	155	0.4301	206	0.3259	257	0.2469	308	0.187	359	0.1417	410	0.1073	461	0.0813
3	0.9838			54	0.7453	105	0.5647	156	0.4278	207	0.3241	258	0.2455	309	0.186	360	0.1409	411	0.1068	462	0.0809
4	0.9785			55	0.7413	106	0.5616	157	0.4255	208	0.3223	259	0.2442	310	0.185	361	0.1402	412	0.1062	463	0.0804
5	0.9732			56	0.7373	107	0.5585	158	0.4231	209	0.3206	260	0.2429	311	0.184	362	0.1394	413	0.1056	464	0.08
6	0.9679			57	0.7333	108	0.5555	159	0.4208	210	0.3188	261	0.2415	312	0.183	363	0.1386	414	0.105	465	0.0796
7	0.9626			58	0.7293	109	0.5525	160	0.4186	211	0.3171	262	0.2402	313	0.182	364	0.1379	415	0.1045	466	0.0791
8	0.9574			59	0.7253	110	0.5495	161	0.4163	212	0.3154	263	0.2389	314	0.181	365	0.1371	416	0.1039	467	0.0787
9	0.9522			60	0.7214	111	0.5465	162	0.414	213	0.3137	264	0.2376	315	0.18	366	0.1364	417	0.1033	468	0.0783
10	0.947			61	0.7175	112	0.5435	163	0.4118	214	0.312	265	0.2363	316	0.1791	367	0.1356	418	0.1028	469	0.0779
11	0.9419			62	0.7136	113	0.5406	164	0.4095	215	0.3103	266	0.2351	317	0.1781	368	0.1349	419	0.1022	470	0.0774
12	0.9368			63	0.7097	114	0.5377	165	0.4073	216	0.3086	267	0.2338	318	0.1771	369	0.1342	420	0.1017	471	0.077
13	0.9317			64	0.7058	115	0.5347	166	0.4051	217	0.3069	268	0.2325	319	0.1762	370	0.1335	421	0.1011	472	0.0766
14	0.9266			65	0.702	116	0.5318	167	0.4029	218	0.3052	269	0.2313	320	0.1752	371	0.1327	422	0.1006	473	0.0762
15	0.9216			66	0.6982	117	0.5289	168	0.4007	219	0.3036	270	0.23	321	0.1742	372	0.132	423	0.1	474	0.0758
16	0.9166			67	0.6944	118	0.5261	169	0.3986	220	0.3019	271	0.2287	322	0.1733	373	0.1313	424	0.0995	475	0.0754
17	0.9116			68	0.6906	119	0.5232	170	0.3964	221	0.3003	272	0.2275	323	0.1724	374	0.1306	425	0.0989	476	0.0749
18	0.9067			69	0.6869	120	0.5204	171	0.3942	222	0.2987	273	0.2263	324	0.1714	375	0.1299	426	0.0984	477	0.0745
19	0.9017			70	0.6832	121	0.5176	172	0.3921	223	0.2971	274	0.225	325	0.1705	376	0.1292	427	0.0979	478	0.0741
20	0.8969			71	0.6794	122	0.5147	173	0.39	224	0.2954	275	0.2238	326	0.1696	377	0.1285	428	0.0973	479	0.0737
21	0.892			72	0.6758	123	0.512	174	0.3879	225	0.2938	276	0.2226	327	0.1686	378	0.1278	429	0.0968	480	0.0733
22	0.8871			73	0.6721	124	0.5092	175	0.3857	226	0.2922	277	0.2214	328	0.1677	379	0.1271	430	0.0963		
23	0.8823			74	0.6684	125	0.5064	176	0.3837	227	0.2907	278	0.2202	329	0.1668	380	0.1264	431	0.0957		
24	0.8775			75	0.6648	126	0.5037	177	0.3816	228	0.2891	279	0.219	330	0.1659	381	0.1257	432	0.0952		
25	0.8728			76	0.6612	127	0.5009	178	0.3795	229	0.2875	280	0.2178	331	0.165	382	0.125	433	0.0947		
26	0.868			77	0.6576	128	0.4982	179	0.3774	230	0.2859	281	0.2166	332	0.1641	383	0.1243	434	0.0942		
27	0.8633			78	0.654	129	0.4955	180	0.3754	231	0.2844	282	0.2155	333	0.1632	384	0.1237	435	0.0937		
28	0.8586			79	0.6505	130	0.4928	181	0.3734	232	0.2828	283	0.2143	334	0.1623	385	0.123	436	0.0932		
29	0.854			80	0.647	131	0.4901	182	0.3713	233	0.2813	284	0.2131	335	0.1615	386	0.1223	437	0.0927		
30	0.8493			81	0.6435	132	0.4875	183	0.3693	234	0.2798	285	0.212	336	0.1606	387	0.1217	438	0.0922		
31	0.8447			82	0.64	133	0.4848	184	0.3673	235	0.2783	286	0.2108	337	0.1597	388	0.121	439	0.0917		
32	0.8401			83	0.6365	134	0.4822	185	0.3653	236	0.2768	287	0.2097	338	0.1588	389	0.1203	440	0.0912		
33	0.8356			84	0.633	135	0.4796	186	0.3633	237	0.2753	288	0.2085	339	0.158	390	0.1197	441	0.0907		
34	0.831			85	0.6296	136	0.477	187	0.3614	238	0.2738	289	0.2074	340	0.1571	391	0.119	442	0.0902		
35	0.8265			86	0.6262	137	0.4744	188	0.3594	239	0.2723	290	0.2063	341	0.1563	392	0.1184	443	0.0897		
36	0.822			87	0.6228	138	0.4718	189	0.3574	240	0.2708	291	0.2052	342	0.1554	393	0.1177	444	0.0892		
37	0.8176			88	0.6194	139	0.4693	190	0.3555	241	0.2693	292	0.204	343	0.1546	394	0.1171	445	0.0887		
38	0.8131			89	0.616	140	0.4667	191	0.3536	242	0.2679	293	0.2029	344	0.1537	395	0.1165	446	0.0882		
39	0.8087			90	0.6127	141	0.4642	192	0.3517	243	0.2664	294	0.2018	345	0.1529	396	0.1158	447	0.0878		
40	0.8043			91	0.6094	142	0.4617	193	0.3497	244	0.265	295	0.2007	346	0.1521	397	0.1152	448	0.0873		
41	0.8			92	0.6061	143	0.4591	194	0.3478	245	0.2635	296	0.1996	347	0.1512	398	0.1146	449	0.0868		
42	0.7956			93	0.6028	144	0.4567	195	0.346	246	0.2621	297	0.1986	348	0.1504	399	0.114	450	0.0863		
43	0.7913			94	0.5995	145	0.4542	196	0.3441	247	0.2607	298	0.1975	349	0.1496	400	0.1133	451	0.0859		
44	0.787			95	0.5962	146	0.4517	197	0.3422	248	0.2593	299	0.1964	350	0.1488	401	0.1127	452	0.0854		
45	0.7827			96	0.593	147	0.4493	198	0.3404	249	0.2578	300	0.1953	351	0.148	402	0.1121	453	0.0849		
46	0.7785			97	0.5898	148	0.4468	199	0.3385	250	0.2564	301	0.1943	352	0.1472	403	0.1115	454	0.0845		
47	0.7743			98	0.5866	149	0.4444	200	0.3367	251	0.2551	302	0.1932	353	0.1464	404	0.1109	455	0.084		
48	0.7701			99	0.5834	150	0.442	201	0.3348	252	0.2537	303	0.1922	354	0.1456	405	0.1103	456	0.0836		
49	0.7659			100	0.5802	151	0.4396	202	0.333	253	0.2523	304	0.1911	355	0.1448	406	0.1097	457	0.0831		
50	0.7617			101	0.5771	152	0.4372	203	0.3312	254	0.2509	305	0.1901	356	0.144	407	0.1091	458	0.0827		