

## **PART - A**

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

**Name of the Master Policyholder:**

**Address of the Master Policyholder:**

**Sub.: Your Policy No. <<\_\_\_\_\_>> - Edelweiss Life – Jan Suraksha (A Non-Participating, Non-Linked, Life, Group, Pure Risk Premium, Micro Insurance Product)**

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

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

<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 [Corp-Care@edelweisslife.in](mailto:Corp-Care@edelweisslife.in)

### **Cancellation in the Free Look Period by Master Policyholder:**

You have a Free Look period of *thirty (30) days* 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 the Insured Member(s)

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

### **Cancellation in the Free Look Period by Insured Member:**

Insured Member has a Free Look period of *thirty (30) days* from the date of receipt of the Certificate of Insurance, whether received electronically or otherwise, to review the terms and conditions of the Certificate of Insurance. If the Insured Member disagrees with any of the terms or conditions, or otherwise, and he/she has not made any claims, he/she may return the Certificate of Insurance 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 the Insured Member.

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

We look forward to serve you.

Regards,

*For* **Edelweiss Life Insurance Company Limited**

**Authorised Signatory**

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

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

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

**Policy Document - Edelweiss Life – Jan Suraksha**  
**(A Non-Participating, Non-Linked, Life, Group, Pure Risk Premium, Micro Insurance Product)**  
**UIN No: 147N058V02**

**POLICY PREAMBLE**

This document is the evidence of a contract of insurance between Edelweiss Life Insurance Company Limited ('the Company') and the Master Policyholder as described in the Policy Schedule given below. This Policy is based on the Proposal made by the within named Master Policyholder and submitted to the Company along with the required documents such as signed quotation sheet, Member Data, declarations, statements and other information. This Policy is effective upon receipt and realisation, by the Company, of the consideration payable under the Policy. This Policy is underwritten and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

### **POLICY SCHEDULE**

Policy Number	Product Name and UIN
<< >>	Edelweiss Life – Jan Suraksha <<147N058V02>>

Name of the Master Policyholder	
<< >>	

Address of the Master Policyholder

POLICY DETAILS	
Available Coverage Type	Level Sum Assured   Decreasing Sum Assured
Policy Commencement Date	<<dd/mm/yyyy>>
Available Member Coverage Details	<<Single and Joint Life>>
Minimum   Maximum Age at Entry	Minimum - << >> years   Maximum - << >> years
Minimum   Maximum Age at end of Coverage Expiry Date	Minimum - << >> years   Maximum - << >> years
Minimum Premium (per Insured Member)	Rs. << >>
Maximum Premium (per Insured Member)	Single Pay - As per the Board Approved Underwriting Policy of the Company   Regular Pay – Rs. << >>
Minimum Sum Assured	Rs. << >>
Maximum Sum Assured	Rs. << >>
Minimum   Maximum Coverage Term	Minimum - << >> years   Maximum - << >> years
Available Premium Paying Option	<<Single Pay   Regular Pay>>
Available Premium Paying Term	<<Single   Same as Coverage Term>>
Available Premium Paying Frequency <sup>#</sup>	Annually, Semi Annually, Quarterly, Monthly

<sup>#</sup> Applicable only for Regular Pay

Regular Pay Premium Paying Option is not available if 'Decreasing Sum Assured' Coverage Type is opted.

The Insured Member can choose the Coverage Type, Coverage Term and Premium Paying Option within the Coverage Type, Coverage Term and Premium Paying Option opted by the Master Policyholder and as set out in the Policy Schedule of the Policy.

**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 **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.*

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

## **PART - B**

### **DEFINITIONS**

<b>Defined Term</b>	<b>Meaning</b>
<b>Annualised Premium:</b>	means the premium amount payable in a year excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums.
<b>Age/ Age at Entry:</b>	means the age (last birthday) of Insured Member in completed years and as stated in the Certificate of Insurance issued to the Insured Member.
<b>Appointee:</b>	means the person registered with us in the Nomination Schedule in Certificate of Insurance who is authorised to receive and hold in trust the benefits under the Coverage on behalf of the Nominee/(s), if the Nominee/(s) is/are less than Age 18 on the date of payment.
<b>Benefit Schedule:</b>	means the table as provided in the Certificate of Insurance that defines the Sum Assured applicable at each month during the Coverage Term and which is payable on happening of death.
<b>Certificate of Insurance:</b>	means the certificate issued by us to the Insured Member evidencing the Insured Member's Coverage under the Policy.
<b>Claimant:</b>	means the person entitled to receive the Coverage benefits and includes the nominee/the legal heir/the legal representative/s, or the holder of succession certificate as the case may be.
<b>Coverage Commencement Date:</b>	means the date as mentioned in the Certificate of Insurance issued to each Insured Member and when the Coverage for the Insured Member starts.
<b>Coverage:</b>	means the cover provided against the risk of death to the Member and shall be deemed to commence on the Coverage Commencement Date of the Member.
<b>Coverage Term:</b>	means the period specified in Certificate of Insurance during which the Coverage on the life of the Insured Member continues subject to payment of premiums due
<b>Death Benefit:</b>	means the Benefits which would be payable on death of the Insured Member and as specified in the Policy Document and Certificate of Insurance.
<b>Grace Period:</b>	means a period of fifteen (15) days for monthly Premium Paying Frequency and thirty (30) days for other Premium Paying Frequencies from the Premium Paying Due Date specified in the Certificate of Insurance, for the payment of Modal Coverage Premium, without any penalty/late fee, during which the Coverage is considered to be In-Force.
<b>In-Force:</b>	means the status of the Coverage during the Coverage Term when all the due Modal Coverage Premiums have been paid or the Coverage is not in a state of discontinuance.
<b>IRDAI / Authority:</b>	means Insurance Regulatory and Development Authority of India.
<b>Insurance Act:</b>	means The Insurance Act, 1938 as amended from time to time.
<b>Insured Member:</b>	means a Member admitted to the benefits under the Policy, for whom the risk is accepted by us and the Certificate of Insurance has been issued.
<b>Master Policyholder / Policyholder / You / you / Your / your:</b>	means or refers to the Master Policyholder stated in the Policy Schedule and who is also the group administrator and whose Members are insured under this Policy.
<b>Member:</b>	means the person who has - i. enrolled in the Scheme and ii. met the eligibility criteria specified under this Policy
<b>Member Enrolment Form:</b>	means the form submitted by the Member to us through the Master Policyholder containing details of the Insured Member on the basis of which the Company shall provide Coverage to such Insured Member under the Policy.
<b>Modal Coverage Premium / Premium:</b>	means the contractual amount receivable by us by the Premium Paying Due Dates, at the Premium Paying Frequency for granting the Coverage in respect of an Insured Member and as prescribed in the Certificate of Insurance.

<b>Nominee:</b>	means the person/(s) registered with us as Nominee/(s) in the Nomination Schedule in the Certificate of Insurance who has/have been nominated by the Insured Member in accordance with the Section 39 of the Insurance Act, 1938 as amended from time to time.
<b>Policy:</b>	means the contract of insurance as evidenced by this Policy Document including the Proposal Form, the Member Enrolment Form, the Schedule/(s), the Certificate of Insurance and any other information/document/(s) provided to/by us in respect of the Proposal Form and any endorsement issued by us.
<b>Policy Document:</b>	means this entire document from Part A to Part G
<b>Policy Commencement Date:</b>	means the date as shown in the Policy Schedule from which the Policy commences.
<b>Policy Schedule:</b>	means the Schedule and any endorsements attached to and forming part to this Policy and if any updated Schedule is issued, then the Schedule latest in time.
<b>Proposal Form:</b>	means the signed and dated form and any accompanying declarations or statements submitted to us by the Master Policyholder, as applicable for the purpose of obtaining this Policy.
<b>Regulations:</b>	means the IRDAI (Insurance Products) Regulations 2024 and any other applicable laws issued and as may be amended from time to time.
<b>Revival:</b>	means restoration of the policy, which was discontinued due to the nonpayment 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>Surrender:</b>	means the complete withdrawal or termination of the entire policy contract.
<b>Unexpired Risk Premium 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 the 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>We/we/Our/Us/us/Company:</b>	means Edelweiss Life Insurance Company Limited.

## **PART - C**

### **BENEFITS**

#### **1. Enrolment Process:**

A Member may apply for insurance cover to the Company through the Master Policyholder by completing the following process –

- A. By submitting the Member Enrolment Form along with the satisfactory evidence of insurability. Notwithstanding the aforesaid, the Company may, at its discretion, require medical and/or other additional information in respect to the Insured Member.
- B. The maximum Coverage Term shall be less than or equal to loan tenure.
- C. If any person that was previously covered as an Insured Member under this Policy, wishes to re-apply for Coverage then the request for enrolment shall be considered only if that person is a Member on the date of enrolment and the Coverage is accepted in accordance with the provisions set out above.
- D. If an Insured Member applies for a new/additional Coverage, a separate Certificate of Insurance will be issued to the Insured Member for the purpose of this Policy.
- E. Notwithstanding anything to the contrary contained in this Policy, the Coverage in respect of the Member shall commence only upon acceptance of the Coverage by the Company through issuance of a Certificate of Insurance in respect of such Member.

In the application for grant of insurance cover in respect of a Member, the Policyholder is required to provide the true and correct information in respect of such Member, as it may be required by the company from time to time.

We reserve the right to refuse to grant Coverage without assigning any reason in respect to the Member that represent a sub-standard risk as determined by the Company based on evidence of health and other information received by the Company during the enrolment process.

#### **2. Register of Insured Members:**

- A. The Policyholder shall maintain a register of Insured Members which shall have all their details. This register shall form an integral part of this Policy.
- B. We reserve the right to inspect the register of Insured Members at any time.
- C. A person's name can be removed from the register at any time if he ceases to be an Insured Member. If it is discovered that a person included in the register is not a Member of the scheme, or has ceased to be a Member of the scheme, the person's name will be removed from the register.

#### **3. Death Benefit:**

In the event of death of the Insured Member, while his/her Coverage is In-Force, the Sum Assured as per the Benefit Schedule applicable as on the date of death will be payable. Benefit Amount payable will depend on the Coverage Type opted by the Master Policyholder and as specified in the Certificate of Insurance.

##### **A. Coverage Type –**

Based on the Coverage Type chosen by the Master Policyholder the Certificate of Insurance will specify the benefit amount payable on death. Following are the two Coverage Types. The Coverage Type will have to be chosen at inception of the Policy.

##### **a) Level Sum Assured**

Under this Coverage Type, Sum Assured payable at any point in time in case of death would remain level throughout the Coverage Term.

b) **Decreasing Sum Assured**

Under this Coverage Type, the Sum Assured chosen by the Insured Member payable at any point in time in case of death decreases during the Coverage Term as per the Benefit Schedule (as detailed below) provided in the Certificate of Insurance. The premium will remain level during the Coverage term.

**Benefit Schedule**

The Benefit Schedule will be provided in the Certificate of Insurance (COI) issued to each Insured Member. The Sum Assured as stated in the benefit Schedule and applicable during the month will be same as the Sum Assured applicable at the beginning of the month. The Benefit Schedule will be created based on the Coverage Type.

The benefits will be paid exactly as per the Benefit Schedule provided by us at inception, irrespective of the actual outstanding loan, if any. In case, if the Insured Member defaults on the EMI (Equated Monthly Instalment) or in case of any part pre-payment, the benefit payable on occurrence of death of the Insured Member will be as per the Benefit Schedule provided in the Certificate of Insurance at the outset. In case of full pre-payment, the Insured Member has an option to surrender the cover and will be eligible for applicable Unexpired Risk Premium Value, if any.

**B. Joint Life Coverage**

This plan allows for an option to cover 2 Insured Members, subject to insurable interest is clearly established.

In case of death of either of the joint Insured Members, the Sum Assured as per the Benefit Schedule as applicable on the date of death will be paid on first death basis and the Coverage will be terminated for both the lives.

The applicable Sum Assured to be paid out as death benefit will not exceed the amount specified in the Benefit Schedule under any circumstance.

Note: The minimum death benefit other than for single premium shall be at least 105% (one hundred and five percent) of the total premiums paid up to the date of death.

**4. Maturity Benefit:**

No Maturity Benefit is payable under this Policy.

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

<b>A</b>	<b>Payment of Premium:</b>
	For the Coverage to continue, the Modal Coverage Premium shall be continued to be paid for the entire Premium Paying Term. The amount of Modal Coverage Premium payable, the frequency at which it must be paid, the Premium Paying Term and the Premium Paying Due Date are stated in the Certificate of Insurance issued to each Insured Member. For Premium Paying Frequencies other than annual mode, additional loadings as applicable will be applied on the premium.
<b>B</b>	<b>Grace Period:</b>
	The Insured Member has a period of fifteen days (15) in case of monthly Premium Paying Frequency and thirty (30) days for all other Premium Paying Frequencies from the Premium Paying Due Date for the payment of Modal Coverage Premium, without any penalty/late fee.  The Coverage will remain In-Force during the Grace Period. In case of death during the Grace period, the Death Benefit as applicable will be paid subject to the deduction of the due Modal Coverage Premiums from the benefit.
<b>C</b>	<b>Premium Discontinuance</b>
	<b><u>Single Pay Premium Paying Option –</u></b> Not applicable <b><u>Regular Pay Premium Paying Option-</u></b> If any Modal Coverage Premium remains unpaid at the end of Grace Period, the Coverage shall lapse and no benefits shall be payable by us under the Coverage.

	In case the Modal Coverage Premium with respect of any Insured Member is collected by the Master Policyholder within grace period but is not remitted to us for some reason, then the risk cover for those Insured Members will continue even on expiry of grace period.
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## **PART – D**

### **1. Unexpired Risk Premium Value:**

The Policy can be surrendered by the Master Policyholder. In case of Surrender of the Policy, the Coverage of the Insured Members shall continue till the end of the period for which the Modal Coverage Premiums have been paid, unless expressly surrendered by the Insured Member. There will be an option available to the Insured Member to continue the Coverage by paying the future Modal Coverage Premiums as and when it is due.

An Insured Member may surrender his/her Coverage at any time during their Coverage Term.

The surrender of a Coverage by one or more members does not affect the remaining Insured Members of the Policy.

The Applicable Unexpired Risk Premium Value will be based on the Premium Paying Options as follow:

#### **A. Single Pay Premium Paying Option -**

Unexpired Risk Premium Value will be acquired immediately after the Premium has been paid. The Unexpired Risk Premium Value payable will be:

Premium including extra premium for substandard lives (if any) and exclusive of applicable tax x 50% x {Number of remaining complete months of cover / Total Coverage Term in months} x {Sum assured applicable as at surrender / Sum assured at inception}

#### **B. Regular Pay Premium Paying Option-**

No Unexpired Risk Premium Value is payable.

If the loan is cancelled or not taken up by the Insured Member after sanction and we have received the Modal Coverage Premium for that Insured Member, then provided that You give Us written notice to cancel the cover, We will return –

<b>When payable</b>	<b>Amount payable</b>
Request before Coverage Commencement Date	The entire Modal Coverage Premium received for that Insured Member will be refunded.
Request after Coverage Commencement Date	Unexpired Risk Premium Value, if any will be payable.

### **2. Reduced Paid-up:**

Reduced Paid-Up is not applicable under the Policy.

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

Loan is not available under the Policy.

### **4. Revival:**

If Modal Coverage Premiums are not paid within the Grace Period, the Coverage shall lapse. Any such Coverage may be revived within five years from the due date of the first unpaid Modal Coverage Premium by giving us a written notice to revive the Coverage and payment of all overdue Modal Coverage Premiums with interest, as may be declared by the Company from time to time, for every completed month from the due date of first unpaid Modal Coverage Premium.

The revival interest rate will be based on G-sec rate with 1 - 2 year maturity. Source to determine the G-Sec yield is [www.ccilindia.com](http://www.ccilindia.com). The per month interest rate shall be  $(x + 3\%)/12$  rounded upto nearest 0.25%, where x is G-Sec rate with 1 to 2 year maturity. The interest rate to be charged is currently set at 1% per month on unpaid premiums for every completed month from the date of the first unpaid premium.

The revival will be effected subject to the receipt of the proof of continued insurability of the Insured Member and the acceptance of the risk by the Underwriter. Cost for the medical examination, if applicable shall be borne by the Insured Member. The effective date of revival is when these

requirements are met and approved by us. Revival would be as per the Board approved underwriting guidelines of the Company.

#### **5. Free Look Period for Master Policyholder:**

You have a Free Look period of *thirty (30) days* 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 the Insured Member(s)

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

#### **Free Look Period for Insured Member:**

Insured Member has a Free Look period of thirty (30) days from the date of receipt of the Certificate of Insurance, whether received electronically or otherwise, to review the terms and conditions of this Policy. If the Insured Member disagrees with any of the terms or conditions, or otherwise, and he/she has not made any claims, he/she may return the Certificate of Insurance 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 the Insured Member.

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

#### **6. Expiry of Coverage:**

In addition to the events described elsewhere in this Policy with respect of every Insured Member, the Coverage shall be deemed to have been expired under any of the following circumstances, whichever is earliest:

- A. upon the date of payment of applicable Unexpired Risk Premium Value; or
- B. upon the date of death of the Insured Member and in case of Joint Life upon date of death of either of the Joint Insured Members; or
- C. upon the expiry of the Coverage term or
- D. upon the date on which the Revival period ends after the Coverage has lapsed.

Upon expiry of the Coverage, all the benefits under the Coverage shall cease to apply.

**PART – E**

Not Applicable.

SAMPLE

## **PART – F**

### **GENERAL TERMS AND CONDITIONS**

<b>a)</b>	<b>Exclusion:</b>
	<p>Suicide:</p> <p>In case of death due to suicide within 12 months from the date of commencement of risk for the individual member or from the date of revival of coverage for individual member, as applicable, the nominee or beneficiary of the individual member 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 coverage is in force.</p>
<b>b)</b>	<b>Death Claims Procedure:</b>
	<p>We shall be given a written intimation of the Insured Member's death and shall be provided with the following documents for us to assess the claim:</p> <ol style="list-style-type: none"><li>The claim form, duly completed;</li><li>The original or an attested copy of the death certificate;</li><li>The original Certificate of Insurance;</li><li>Documents to establish right of the claimant in the absence of valid nomination</li><li>Any other information or documentation that we request.</li></ol> <p>In case of Death due to Accident and unnatural death, the following additional documents are required:</p> <ol style="list-style-type: none"><li>Copy of FIR and Panchnama;</li><li>Copy of the Post Mortem report;</li><li>Copy of Newspaper clipping, if any;</li><li>Copy of the final Police Investigation Report;</li><li>Copy of the Chargesheet in case of murder;</li><li>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 Office address mentioned below:</p> <p>Claims Officer Edelweiss Life Insurance Company Limited 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi 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. 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, if any, provided valid reasons are given for the delay.</p>
<b>c)</b>	<b>Claims Payment</b>
	<p>In case of a Financial Institution being the Master Policyholder, if there is a valid assignment made by the insured member in favor of the group holder of the policy, authorizing the Insurer to make payment to the extent of Outstanding loan amount in favour of the Master Policyholder, the claim amount to the extent of Outstanding loan amount shall be paid to the Master Policyholder after deduction of the same from the claim proceeds payable on the happening of the contingent event covered under the Certificate of Insurance. Any residual benefit shall be paid to the Nominee/beneficiary.</p>

	In the absence of the valid assignment or in case of Other Entities, the claim payment will be made to the Nominee/beneficiary.
d)	<b>Nomination:</b>
	Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. <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>
e)	<b>Assignment:</b>
	Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time. <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>
f)	<b>Validity/ Non-Disclosure:</b>
	<p>(i) <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>(ii) <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><i>[A Leaflet containing the simplified version of the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure – (3) for reference].</i></b></p>
g)	<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 shall be governed by the laws in India. The courts of Mumbai shall have the exclusive jurisdiction to settle any disputes arising under this Policy.</p>
h)	<b>Taxation</b>
	<p>The tax benefits under this Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time.</p> <p>We reserve the right to recover all the applicable taxes from the Master Policyholder.</p>
i)	<b>Duplicate Policy Document</b>
	<p><b><u>Duplicate Certificate of Insurance:</u></b></p> <p>(i) If an Insured Member loses or misplaces the Certificate of Insurance then he/she may request us or You to issue a duplicate Certificate of Insurance by giving a written request and making payment of fee as prescribed from time to time.</p>

	<p>(ii) On issue of the duplicate Certificate of Insurance, the original shall automatically cease to have any legal effect and the Insured Member agrees to indemnify and hold us harmless from and against any and all claims, demands, costs, expenses, awards or judgments arising from or in connection with the original Certificate of Insurance or the issue of the duplicate Certificate of Insurance.</p> <p><b><u>Duplicate Policy Document:</u></b></p> <p>(i) If You lose or misplace the Policy Document You may request us to issue a duplicate Policy Document by giving us a written request and making payment of fee as prescribed from time to time.</p> <p>(ii) On issue of the duplicate Policy Document, the original shall automatically cease to have any legal effect and You agree to indemnify and hold us harmless from and against any and all claims, demands, costs, expenses, awards or judgments arising from or in connection with the original Policy Document or the issue of a duplicate Policy Document.</p>
<b>j)</b>	<b>Intimations and Notices</b>
	<p>All intimations meant for us shall be given to us at our address specified in the Policy Document or at any of our branch offices.</p> <p>All notices meant for you will be sent to your address specified in the Policy Schedule. If you do not notify us of any changes to your address, then notices or correspondence sent by us to the last recorded address shall be valid and legally effective.</p> <p>You would need to intimate us of any change in your address to enable us to provide important information pertaining to your Policy.</p>
<b>k)</b>	<b>Entire Contract</b>
	<p>The Policy comprises the entire contract of insurance between you and us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by us in writing through an endorsement.</p> <p>Notwithstanding anything contained in this Policy Document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations, circulars or guidelines issued by IRDAI.</p>
<b>l)</b>	<b>Audit</b>
	<p>The Company will audit or cause an audit into the accuracy of the Credit Account Statements of the Insured Members in respect of which claims were settled on the completion of every financial year and also on the accuracy of Credit Account Statements of the deceased Insured Members furnished by the Master Policyholder.</p> <p>Notwithstanding anything contained in the above sub-clause, the Company may request the Master Policyholder to conduct audit or to cause an audit into the accuracy of the Credit Account Statements of the Insured Members in respect of which claims were settled on the completion of every financial year and provide a certification from their internal/ statutory auditors in this regard.</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, Kiroli 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 Policyholder's Protection and Grievance Redressal Department 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:

Policyholder's Protection and Grievance Redressal  
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 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>

	Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>
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>	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>
Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001, Tel No: 0612- 2547068 Email id : <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	

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

## **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 maturity of the policy.

04. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.

05. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.

06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer.

07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.

09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.

10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.

11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.

12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).

13. Where the Policyholder whose life is insured nominates his:

- a. parents or
- b. spouse or
- c. children or
- d. spouse and children
- e. or any of them

- the nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all policies maturing for payment on the commencement of The Insurance Act, 1938.

16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of this Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 ('MWP Act') applies or has at any time applied except where, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

## **Annexure - 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:

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

### **Annexure - 3**

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

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

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

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

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

- a. the date of issuance of Policy or
  - b. the date of commencement of risk or
  - c. the date of revival of Policy or
  - d. the date of rider to the Policy
- whichever is later.

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

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

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

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

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

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

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

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

9. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life

insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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

SAMPLE