

<u> PART - A</u>

Date: <____>

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

Dear <Policyholder Name>,

Sub.: Your Policy No. <<_____>> - Edelweiss Life – Legacy Plus (An Individual, Non-Linked, 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 sales person who has advised you while purchasing this Policy at the below details:

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

Alternatively, you may contact our Service Expert at 1800 2121 212 or email us at 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, Kirol 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, Kirol Road, Kurla (W), Mumbai - 400070

POLICY DOCUMENT - Edelweiss Life – Legacy Plus An Individual, Non-Linked, Participating, Savings, Life Insurance Plan <u>UIN: 147N090V02</u>

POLICY PREAMBLE

This Policy is an Individual, Non-Linked, 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 a		and UIN			
		Edelweiss Life – Legacy Plus (UIN: 147N090V02)		90V02)	
Details of the Policyho	older				
Name	Date c	of Birth	Age	Gender	CKYC Number

Address of the Policy Holder:

Details of the Primary Life Insured:				
Name	Date of Birth	Age	Gender	CKYC Number

Address of the Primary Life Insured:

Details of the Secondary Life Insured:

Setans of the Decondar	y Life mouleu.			
Name	Date of Birth	Age	Gender	CKYC Number
Address of the	Secondary Life Insu	red:		

Policy Details	
Date of Commencement of Policy	< <dd mm="" yyyy="">></dd>
Date of Commencement of Risk	< <dd mm="" yyyy="">></dd>
Policy Term (in years)	<<100-Entry Age>>
Premium Paying Term (PPT) (in years)	<< 8 10 12 years>>
Premium Paying Frequency	< <annual monthly="" quarterly="" semi-annually=""></annual>
Annual Premium	Rs. < <amount>></amount>
Annualized premium	Rs. < <amount>></amount>
Modal Premium	Rs. << amount>>
Modal Premium including Applicable Taxes for	Rs. << amount>>
1 st Year	
Modal Premium including Applicable Taxes	Rs. << amount>>
from 2 nd Year onwards	
Premium Paying Due Date	<< Date & Month of every year / Date of every
	month >>
Last Premium Due Date	< <dd mm="" yyyy="">></dd>
Maturity Date	< <dd mm="" yyyy="">></dd>
Plan option	< <lifelong family="" income="" option="" secure="">></lifelong>
Guaranteed Income payable for the 1 st year	Rs. < <amount></amount> >
Guaranteed Income Payout Date for the 1 st	< <dd mm="" yyyy="">></dd>
year	
Guaranteed Income payable every year from	Rs. < <amount></amount> >
2 nd Year onwards	

Guaranteed Income Payout Date from 2 nd Year	<< Date & Month of every year >> starting from
onwards	< <dd mm="" yyyy="">></dd>

BENEFIT INFORMATION

Sum Assured on Death at the inception of the	: Rs.
policy (Lifelong Income Option)	
Minimum Death Benefit at the inception of the	: Rs.
policy (Lifelong Income Option)	
Sum Assured on Death for Primary Life Insured	: Rs.
at the inception of the policy (Family Secure	
Option)	
Minimum Death Benefit for Primary Life Insured	: Rs
at the inception of the policy (Family Secure	
Option)	
Sum Assured on Death for Secondary Life	: Rs.
Insured at the inception of the policy (Family	
Secure Option)	
Sum Assured on Maturity	: Rs.

Rider Name	UIN	Rider Sum Assured	Modal Premium plus applicable taxes	Term (year s)	PPT (year s)
< <rider name="">></rider>	< <uin>></uin>	< <rider sum<br="">assured>></rider>	< <rider premium>></rider 	< <ter m>></ter 	< <pp T>></pp
Total					

Nomination details of Nominees of Life Insured:

Name of the Nominee(s)	<nominee 1=""></nominee>	<nominee 2=""></nominee>	<nominee 3=""></nominee>
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>	< 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.

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.

<u> PART – B</u>

DEFINITIONS

Defined Term	Meaning
Age:	means Age of the Life Insured on the last birthday at the time of commencement of the Policy.
Annual Premium:	means the premium amount payable in a Policy year chosen by the Policyholder, including loadings for Modal Premiums and Underwriting Extra premiums, if any but excluding the taxes and rider premiums, if any.
Annualized Premium:	means the Premium amount payable in a year,excluding taxes, rider premiums, Underwriting Extra premiums and loadings for Modal Premiums.
Appointee:	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
Assignee:	means the person to whom the rights and benefits under this Policy are transferred by virtue of an Assignment.
Assignment:	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.
Assignor:	means the person who transfers the rights of the life insurance Policy to the Assignee.
Beneficiary/Claim ant:	Means the Policyholder; or the Life Insured; or the Assignee; or the Nominee; or the legal heir of the Policyholder/ Nominee, as the case may be.
Cash Bonus:	means the non-guaranteed bonus which may be declared annually starting from the 2nd Policy Year and payable till Maturity Date or Death, whichever is earlier. Cash bonus may be declared for both in-force and reduced paid up policies separately. The Cash Bonus, if declared, would be based on the performance of the participating fund of the Company. No guarantee shall be applicable for declaration of future rates of Cash Bonuses. Cash Bonus, if declared, is expressed as per 1000 of the Sum Assured on Maturity.
Date of Commencement of Policy:	Date of Commencement of Policy is the start date of this Policy.
Date of Commencement of Risk:	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.
Date of Maturity/Maturity Date:	means the date specified in the Schedule on which the Policy Term is completed.
Death Benefit:	means the benefit, which is payable on death of the Life Insured in case of Lifelong Income Option, and the respective benefit payable on the death of the Primary and/or Secondary Life Insured in case of Family Secure Option, as stated in the Policy Document.
Due Date:	means a fixed date on which the Policy premium is due and payable by the Policyholder.
Endorsement:	means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
Family Secure Option:	Means the plan option where the policyholder has the flexibility to choose two Life Insured(s) for the policy. If this option is chosen, the life cover for both the Life Insured(s) starts from the inception of the policy.

First Death:	Means the first incident of death of either of the two Life Insured(s) which occurs before the death of the other Life Insured, when Family Secure Option is chosen
Free Look Period:	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 Clause 4 of Part D of this Policy Document.
Grace Period:	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.
Guaranteed Income:	means a guaranteed benefit in the form of cash Payouts, payable annually at the end of each Policy Year starting from First Guaranteed Income Payout Date till Maturity Date or death of the Life Insured, whichever is earlier, while the Policy is In-Force.
In-Force:	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.
Insurance Act:	means the Insurance Act, 1938 (4 of 1938) as amended from time to time.
IRDAI / Authority:	means the Insurance Regulatory and Development Authority of India.
Life Insured:	means the person on whose life the insurance cover has been accepted.
Material Information:	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.
Maturity Benefit:	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.
MCLR:	means Marginal Cost of Funds Based Lending Rate declared by Banks from time to time.
Nomination:	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.
Nominee:	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.
Plan Options:	 means one of the following options, as stated in the Policy Schedule, and cannot be changed anytime during the Policy Term. 1. <u>Lifelong Income Option</u> 2. <u>Family Secure Option</u>
Policy:	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.
Policyholder/You/ you/Your/your:	means or refers to the Policyholder stated in the Policy Schedule.
Policy	means one year from the date of commencement of the Policy and the same
Anniversary: Policy Document:	date falling each year thereafter, till the Date of Maturity. means this document along with endorsements, if any, issued by the Company which evidences the contract of Insurance between the Policyholder and the Company.
delweiss Life – Legacy Plus	Page 8 of

Rider Sum Assured:	means the assured amount payable on happening of a specified event covered under the rider, if opted. Means the death of the surviving Life Insured after the First Death of one of
Rider Premium:	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.
Rider:	means the insurance cover(s) added to a base product for additional premium or charge.
Revival Period:	means the period of five consecutive complete years from the Due Date of first unpaid Premium.
Revival/Revival of a Policy:	means the restoration of this Policy, which was discontinued due to the non- payment of premium, by us with all the benefits mentioned in the Policy Document, with or without rider benefits if any, upon the receipt of all premiums due and other charges or late fee if any, during the revival period as per the terms and conditions of this Policy, upon being satisfied as to the continued insurability of the Life Insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the Board approved Underwriting Policy.
Regulations:	means the IRDAI (Insurance Products) Regulations, 2024 and any other applicable laws issued and as may be amended from time to time.
Regular Income:	means Sum of Guaranteed Income and, Cash Bonus, if declared
Reduced Paid-up:	means or refers to the status explained in clause 5 of Part C
Proposal Form: Proposer:	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. means a person who proposes the life insurance proposal.
Primary Life Insured:	means the person referred to as Primary Life Insured in the Policy Schedule.
Premium Paying Term (PPT):	means the period, in years, during which Premium is payable.
Premium Paying Frequency:	means a frequency as specified in the Policy Schedule at which premiums are payable.
Premium Discontinuance:	means the non-payment of premiums by you before the expiry of Grace Period.
Premium / Modal Premium:	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.
Policy Year:	means the period between two consecutive Policy anniversaries. This period includes the first day and excludes the next Policy Anniversary day.
Policy Term:	means the period, in years, as chosen by the Policyholder and mentioned in the Schedule, commencing from the Date of Commencement of Policy to the Maturity Date.
Policy Schedule:	means the Schedule and any endorsements attached to and forming part of this Policy and if any updated Schedule is issued, then, the Schedule latest in time.

Secondary Life Insured:	means the person referred to as Secondary Life Insured in the Policy Schedule.
Simultaneous	Means if both the Life Insured(s) die together, when Family Secure Option
Death:	is chosen.
Sum Assured on Death (SAD):	 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. The Sum Assured on Death during the first Policy Year is as mentioned in the Policy Schedule. In case of Lifelong Income Option: SAD is equal to 7 times the Annualized Premium. In case of Family Secure Option: SAD on Secondary Life Insured is equal to 7 times the Annualized Premium. In case of Lifelong Income Option and for the Primary Life Insured in the Family Secure Option, The Sum Assured on Death (SAD) increases every Policy Year starting from 2nd Policy Year by an absolute amount equal to Max (Sum Assured on Maturity less 7 times the Annualized Premium, 0) / (Policy Term -1).
Sum Assured on Maturity (SAM):	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 and will be considered for the purpose of calculating the Cash Bonus & Terminal Bonus, if declared and the Guaranteed Income.
Surrender: means complete withdrawal or termination of the entire Policy contra	
Surrender Value:	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.
Survival Benefit:	means an amount payable annually in arrears at the end of every policy year as per the Plan Option chosen and is equal to Regular Income.
Terminal Bonus: Means the amount that may be paid only once on termination of the Polic to death or surrender or maturity. Terminal Bonus, if declared would be to on the performance of the par fund and would be expressed as per 1,000 Assured on Maturity (SAM).	
Total Premiums Paid:	means total of all the premiums paid under the base product, excluding any extra premium and taxes, if collected explicitly
UIN:	UIN means the Unique Identification Number allotted to this plan by the IRDAI.
Underwriting Extra:	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(s) in relation to this Policy.
We/we/Our/our/Us /us/ Company:	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.

<u>PART – C</u>

BENEFITS

1. Death Benefit:

Event(s)	Plan Option	How and when Benefits are payable	Size of such benefits/policy monies
Death of the Life Insured(s)	Lifelong Income Option	In case of death of the Life Insured during the policy term, while the policy is in- force, the Death Benefit	Sum Assured on Death (SAD), plus Terminal Bonus, if declared, will be payable.
		will be payable as lumpsum and policy will be terminated.	In addition, applicable Guaranteed Income and Cash Bonus, if declared, due in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year.
			The minimum death benefit shall be at least 105% of Total Premiums Paid up to date of death or 10 times Annual Premium, whichever is higher.
			At any point of time, Death Benefit will not be less than Surrender Value applicable at the time of death.
	Family	In case of First Death of	In case Primary Life Insured dies first:
	Secure Option	either Primary Life Insured or Secondary Life Insured, while the policy is in-force, the Death Benefit will be payable as lumpsum and	SAD for Primary Life Insured will be payable and cover will continue for Secondary Life Insured.
		policy will continue.	In addition, no future premiums are required to be paid and the policy will continue as in-force policy.
Ċ			Survival Benefit will be payable till the death of Secondary Life Insured or maturity, whichever is earlier. In addition, in the case of Secondary Life Insured surviving till maturity, Maturity Benefit will be payable.
			The minimum death benefit payable on death of Primary Life Insured shall be at least 105% of Total Premiums Paid up to date of death or 10 times Annual Premium whichever is higher.
			In case Secondary Life Insured dies first:
			SAD for Secondary Life Insured (equal to 7 times the Annualized Premium) will be

Event(s)	Plan Option	How and when Benefits are payable	Size of such benefits/policy monies
			payable and cover will continue for Primary Life Insured provided the future premiums are paid as and when due.
		In case of Second Death of either Primary Life	Survival Benefit will be payable, till the death of Primary Life Insured or maturity, whichever is earlier. In addition, in the case of Primary Life Insured surviving till maturity, Maturity Benefit will be payable. In case Primary Life Insured dies after the death of Secondary Life Insured:
		Insured or Secondary Life Insured, after the death of the other Life Insured, while the policy is in-force, the Death Benefit will be payable as lumpsum and policy will be terminated.	SAD for Primary Life Insured plus Terminal Bonus, if declared, will be payable. In addition, applicable Guaranteed Income and Cash Bonus, if declared, due in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year.
			The minimum death benefit payable on death of Primary Life Insured shall be at least 105% of Total Premiums Paid up to date of death or 10 times Annual Premium whichever is higher.
			At any point of time, Death Benefit will not be less than Surrender Value applicable at the time of death.
			In case Secondary Life Insured dies after the death of Primary Life Insured:
Ċ			SAD for Secondary Life Insured plus Terminal Bonus, if declared, will be payable. In addition, applicable Guaranteed Income and Cash Bonus, if declared, due in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year. At any point of time, Death Benefit will not be less than Surrender Value applicable at the time of death.

Event(s)	Plan Option	How and when Benefits are payable	Size of such benefits/policy monies
		In case of Simultaneous Death of both Primary Life Insured and Secondary Life Insured, while the policy is in-force, the Death Benefit will be payable as lumpsum and policy will be terminated.	 SAD for Primary Life Insured plus Terminal Bonus, if declared. In addition, applicable Guaranteed Income and Cash Bonus, if declared, due in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year. The minimum death benefit payable on death of Primary Life Insured shall be at least 105% of Total Premiums Paid up to date of death or 10 times Annual Premium whichever is higher. In addition to death benefit for Primary Life Insured, the Death Benefit for Secondary Life insured will also be paid and the same is equal to SAD for Secondary Life Insured. At any point of time, Total Death Benefit will not be less than Surrender Value applicable at the time of death.

The Family Secure Option is provided subject to Insurable Interest being established between the two Life Insureds as per the Board Approved Underwriting Policy.

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. Survival Benefit:

Events	Plan Option	How and when Benefits are payable	Size of such benefits
Applicable	Lifelong Income Option	On survival of the Life Insured, while the Policy is In-Force, this benefit is payable , unless accrued.	Regular Income
Policy Anniversaries	Family Secure Option	On survival of either of one or both the Life Insureds, while the Policy is In-Force, this benefit is payable, unless accrued.	Regular Income

Any unpaid accrued survival benefits shall be payable at the time of termination of the Policy in the form of death, maturity or surrender along with respective benefits.

3. Maturity Benefit:

Events	Plan Option	How and when Benefits are payable	Size of such benefits
Maturity of the policy	Lifelong Income Option	On survival of the Life Insured till the date of maturity, while the policy is in-force, the Maturity Benefit is payable as lumpsum.	
	Family Secure Option	On survival of either of one or both the Life Insureds till the date of maturity, while the policy is in-force, the Maturity Benefit is payable as lumpsum.	Sum Assured on Maturity (SAM) plus Terminal Bonus, if declared, provided the policy is in-force.

Any unpaid accrued survival benefits shall be payable at the time of termination of the Policy in the form of death, maturity or surrender along with respective benefits.

4. Accrual of Survival Benefits:

At any point during the policy term, the policyholder will have the option to accumulate the Survival Benefits instead of receiving cash payouts. Under this option, the Survival Benefits will accumulate at total of the following two rates:

1. Guaranteed rate of 2% p.a. each year.

2. A bonus rate declared by the Company each year based on the performance of the par fund.

The accrued survival benefits, if any, will be part of the participating fund.

The guaranteed rate and the bonus rate would be applicable on the accrued Survival Benefits at the beginning of the policy year unpaid till the end of the policy year.

The policyholder can withdraw the accrued survival benefits in any proportion up to 100% of the accrued amount at any point during the Policy Term and in such cases Survival Benefits will be paid proportionately. The unpaid accrued survival benefit shall be paid along with other benefits payable at the time of termination of the policy due to death (second death or simultaneous death of both the Life Insured in case of Plan Option – Family Secure Option), maturity, or surrender. This option can be availed under an in-force as well as a reduced paid-up policy provided there is no outstanding loan at the time of opting for this option. In case the policyholder has opted for Accumulation and intends to take a loan, first the accrued survival benefits will be paid out and then the loan will be granted against the policy. The policyholder can choose to opt in or opt out of this feature multiple times and at any point during the policy term.

5. Payment of Premium and Discontinuance of Premium Payment:

a)	Payment of Premium:
	You shall pay the Premium for the entire Premium Paying Term. The amount of Premium
	payable, the frequency at which it must be paid, the Premium Paying Term and the Premium
	Paying Due Date are stated in the Policy Schedule. 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.
b)	Grace Period:
	 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).
C)	Premium Discontinuance
	 i. If all the Premiums for at least first policy year have 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. 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.
d)	Reduced Paid-up
	If all Premiums for at least 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. Once your Policy has acquired the Reduced Paid-Up status, the following amounts will be applicable: 1. Reduced paid-up Guaranteed Income = {Total 'Guaranteed Income' payable * (Total number of months for which Premiums are paid / Total number of months for which Premiums are payable) Less Total 'Guaranteed Income' already paid till the policy becomes Reduced paid-up} Divided by Remaining number of 'Guaranteed Income' after the policy became Reduced paid-up 2. Reduced paid-up Cash Bonus = Reduced paid-up factor * Cash Bonus, if declared.
	 Cash Bonus, if any, may be declared annually for reduced paid-up policies separately based on the respective asset share taking into account the performance of the par fund. Reduced paid-up Sum Assured on Maturity* = Reduced paid-up factor * Sum Assured on Maturity Reduced paid-up Sum Assured on Death (SAD) in case of Lifelong Income Option = Reduced paid-up factor * Sum Assured on Death (SAD) in case of Family Secure Option: Reduced paid-up Sum Assured on Death (SAD) for Primary Life Insured = Reduced paid-up factor * Sum Assured on Death (SAD) for Seconday Life Insured = Reduced paid-up Sum Assured on Death (SAD) for Seconday Life Insured = Reduced paid-up factor * Sum Assured on Death (SAD) for Seconday Life Insured = Reduced paid-up factor * Sum Assured on Death for Secondary Life Insured =

Policy due to de	eath, maturity	/ or surrender along with re	payable at the time of termination of th espective benefits. is summarized in the table below:
Events	Plan Option	How and when Benefits are payable	Size of such benefits/policy monies
Death of the Life Insured(s)	Lifelong Income Option	In case of death of the Life Insured during the policy term,, the Death Benefit will be payable as lumpsum and policy will be terminated.	Reduced paid-up Sum Assured of Death (SAD) will be payable. In addition, applicable Reduced paid up Guaranteed Income and Reduced paid-up Cash Bonus, if declared, due in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year. The minimum reduced paid-up death
			benefit shall be at least 105% of Tota Premiums Paid upto date of death. At any point of time, reduced paid-u Death Benefit will not be less tha Surrender Value applicable at the time of death.
	Family Secure Option	In case of First Death of either Primary Life Insured or Secondary Life Insured, the Death Benefit will be payable as lumpsum and policy will continue.	In case Primary Life Insured dies first Reduced paid-up Sum Assured o Death (SAD) for Primary Life Insure will be payable and cover will continu for Secondary Life Insured on reduce paid-up basis.
			Reduced paid-up Survival Benefit with be payable, till the death of Secondar Life Insured or maturity, whichever in earlier. In addition, in the case of Secondary Life Insured surviving the maturity, Reduced paid-up Maturity Benefit will be payable.
			The minimum reduced paid-up deat benefit payable on death of Primar Life Insured shall be at least 105% of Total Premiums Paid upto date of death.
			In case Secondary Life Insured die first:

		Reduced paid-up Sum Assured on Death (SAD) for Secondary Life Insured will be payable and cover will continue for Primary Life Insured on reduced paid-up basis. Reduced paid-up Survival Benefit will be payable, till the death of Primary Life Insured or maturity, whichever is earlier. In addition, in the case of Primary Life Insured surviving till maturity, Reduced paid-up Maturity Benefit will be payable.
	In case of Second Death of either Primary Life Insured or Secondary Life Insured after the death of other Life Insured , the Death Benefit will be payable as lumpsum and policy will be terminated.	 In case Primary Life Insured dies after death of Secondary Life Insured: Reduced paid-up Sum Assured on Death (SAD) for Primary Life Insured will be payable. In addition, applicable Reduced paid-up Guaranteed Income and Reduced paid-up Cash Bonus, if declared, due in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year. The minimum reduced paid-up death benefit payable on death of Primary Life Insured shall be at least 105% of Total Premiums Paid upto date of death At any point of time, reduced paid-up Death Benefit will not be less than Surrender Value applicable at the time of death In case Secondary Life Insured dies after death of Primary Life Insured on Death (SAD) for Secondary Life Insured will be payable. In addition, applicable Reduced paid-up Guaranteed Income and Reduced paid-up Guaranteed Income and Reduced paid-up Guaranteed Income and Reduced paid-up Cash Bonus, if declared, due in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year.

			At any point of time, reduced paid-up Death Benefit will not be less than Surrender Value applicable at the time of death.
		In case of Simultaneous Death of both Primary Life Insured or Secondary Life Insured, the Death Benefit will be payable as lumpsum and policy will be terminated.	Reduced paid-up Sum Assured on Death (SAD) for Primary Life Insured will be payable. In addition, applicable Reduced paid-up Guaranteed Income and Reduced paid-up Cash Bonus, if declared, due in the policy year of death will be payable on prorata basis considering the number of months elapsed in the policy year.
			The minimum reduced paid-up death benefit payable on death of Primary Life Insured shall be at least 105% of Total Premiums Paid upto date of death.
			In addition to Death Benefit for Primary Life Insured, the Death Benefit for Secondary Life Insured will also be paid and the same is equal to Reduced paid-up Sum Assured on Death (SAD) for Secondary Life Insured.
			At any point of time, total reduced paid-up Death Benefit will not be less than Surrender Value applicable at the time of death.
Maturity of the policy	Lifelong Income Option	On survival of the Life Insured till the date of maturity, the Maturity Benefit is payable as lumpsum.	Reduced paid-up Sum Assured on Maturity (SAM).
	Family Secure Option	On survival of either of one or both the Life Insureds till the date of maturity, the Maturity Benefit is payable as lumpsum.	Reduced paid-up Sum Assured on Maturity (SAM).
Survival/ Applicable policy anniversaries	Lifelong Income Option	On survival of the Life Insured, the survival benefit is payable.	Reduced paid-up Survival Benefit.
	Family Secure Option	On survival of either of one or both the Life	Reduced paid-up Survival Benefit.

	Insureds, the survival benefit is payable.	
	duced survival benefits shall be aturity or surrender along with re	payable at the time of termination of the espective benefits.

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, 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 Max [Surrender value of Total Premiums Paid less sum of all Survival Benefits already paid, 0]

Surrender value of Total Premiums Paid is equal to GSV Factor multiplied by Total Premiums Paid till the date of surrender.

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

<u>Special Surrender Value ('SSV')</u>: 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:

<u>Conditions for grant of a loan under the Policy</u>: You may take a loan under the Policy, during Policy Term by giving us a written request provided the Policy has acquired the Surrender Value. The maximum loan amount you may avail 60% 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.

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

- (1) Interest will be charged on the outstanding loan amount at a rate declared by the Company 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 on policy loan as on 15th September 2024 is 9.60% compounded per annum. The interest rate methodology is reviewable with prior approval from IRDAI. The loan interest rate will be declared by the company as and when there is a change in the three-year (tenure) SBI MCLR e.g., if the three-year (tenure) SBI MCLR gets revised w.e.f. 15th April 2024 then the revised rate will be applicable from 15th April 2024 till further revision in the loan interest rate. If the loan interest rate is revised, the same interest rate will be applied to both existing and new loans from the date of revision.
- (2) The In-Force policies will not be foreclosed for non-payment of outstanding loan balance. For Reduced Paid-Up policies, we will give you a written notice when the outstanding loan amount and accumulated interest is 95% of the Surrender Value and you may re-pay the whole or a part of the outstanding loan plus accrued interest to us. If at any point of time, the outstanding loan amount and accumulated interest equals or exceeds Surrender Value then the Policy will be immediately and automatically terminated, and no amount shall be payable by us under the Policy.
- (3) Any benefit payable by us on the death of the Life Insured or on applicable Policy Anniversaries as Survival Benefit 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. <u>Revival:</u>

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 the Company 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 declared on 1st April every year using G-sec rate with 2 years maturity as of 31^{st} March of the same calendar year. The per month revival interest rate shall be (x + 3%)/12 rounded up to nearest 0.25%, where x is G-Sec rate with 2 years maturity. Source to determine the G-Sec yield is www.ccilindia.com. The declared revival rate will be applicable for all the revivals till next declaration date i.e. 1^{st} April of next year. The interest rate to be charged effective from April 2024 is 1.00% per month (simple basis) on unpaid premiums for every completed month from the date of the first unpaid premium. The interest rate methodology is reviewable with prior approval from IRDAI. The Company will review the interest rate at least once a year.

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 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. <u>Termination of Policy:</u>

The Policy will terminate at the earliest of:

- i. The date of processing the Free Look cancellation request; or
- ii. The date of payment of Surrender Value of the Policy; or
- iii. The date on which the revival period ends, while Policy continues to be in lapsed status as per clause 5 (c) of Part C on Premium Discontinuance; or
- iv. For Reduced Paid-up policies, the date on which the outstanding loan amount along with accrued interest exceeds the Surrender Value
- v. The date of Payment of Death Benefit in case of Lifelong Income Option
- vi. The date of Payment of Death Benefit for Second Death or Simultaneous Death in case of Family Secure Option

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

<u> PART – E</u>

Not Applicable.

<u> PART – F</u>

GENERAL TERMS AND CONDITIONS

a)	Exclusions:
	Suicide
	In case of death due to suicide within 12 months from the Risk Commencement Date 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 or Unexpired Risk Premium Value available as on the date of death whichever is higher,
	provided the Policy is In-Force.
b)	Death Claim Procedure:
	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:
	i. The claim form, duly completed;
	ii. The original or an attested copy of the death certificate;
	iii. The original Policy Document;
	iv. Documents to establish right of the claimant in the absence of valid nomination
	v. Any other information or documentation that we request.
	In case of Death due to Accident and unnatural death, the following additional documents are
	required:
	i. Copy of FIR and Panchnama;
	ii. Copy of the Post Mortem report;
	iii. Copy of Newspaper clipping, if any;
	iv. Copy of the final Police Investigation Report;
	v. Copy of the Chargesheet in case of murder;
	vi. Copy of Driving License if the Life Insured was driving at the time of death
	You are requested to intimate us of the claim at any of our branch offices or to our Corporate
	Office address mentioned below:
	Claims Officer
	Edelweiss Life Insurance Company Limited
	6 th Floor, Tower 3, Wing 'B',
	Kohinoor City, Kirol Road, Kurla (W),
	Mumbai - 400070
	Email Id: <u>claims@edelweisslife.in</u>
	Phone no: 1800 2121 212
	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.
	admicelency of the claim will be communicated coparatory 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.
c)	Maturity Claim Procedure:
	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.
d)	Nomination:
u)	Nomination.

e)	Nomination by the holder of a Policy of life assurance on his/her own life is allowed as per Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are contained in Annexure-1 of this Policy Document. The notice of nomination or change of nomination should be submitted for registration to the office of the Company, where the Policy is serviced. In registering nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.
6)	Assignment
	Assignment is allowed under this plan as per section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are contained in Annexure-2 of this Policy Document. The notice of Assignment should be submitted for registration to the office of the Company, where the Policy is serviced.
f)	Validity/ Non-Disclosure:
	 (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.
	(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.
	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).
	(iii) Section 41: 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.
	 (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. [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].
g)	Currency, Governing Law and Jurisdiction
	The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.
	The Policy and any disputes or differences arising under or in relation to the Policy shall be construed in accordance with Indian law and by the Indian courts.
h)	Taxation

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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
- Write to us at: Customer Care, Edelweiss Life Insurance Company Ltd, 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol 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: <u>https://www.edelweisslife.in/web/guest/contact-us#fileAComplaint</u>

Details of Grievance Redressal officer:

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

Email id: <u>GRO@edelweisslife.in.</u> 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
- 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 delayered in proposed to condonation and after recording reasons for condoning the delayered in proposed to condonation and after recording reasons for condoning the delayered in proposed to condonation and after recording reasons for condoning the delayered in proposed to condonation and after recording reasons for condoning the delayered in proposed to condonation and after recording reasons for condoning the delayered in the delayered in the delayered state.

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:

Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
Jeevan Prakash Building, 6th floor,	2 nd Floor, Janak Vihar Complex,
Tilak Marg, Relief Road,	6, Malviya Nagar, Opp. Airtel Office, Near New
AHMEDABAD-380 001.	Market,
Tel.: 079-25501201/02/05/06	
1ei 079-25501201/02/05/06	BHOPAL-462 003.
Emeile himeleknel ehmedehed@eieine ee in	Tel.:- 0755-2769201/9202
Email: <u>bimalokpal.ahmedabad@cioins.co.in</u>	Franik kinadalmat khanal@sisina aa in
Office of the Incurrence Ombudemen	Email: <u>bimalokpal.bhopal@cioins.co.in</u>
Office of the Insurance Ombudsman	Office of the Insurance Ombudsman,
62, Forest Park,	SCO No.101-103, 2nd Floor, Batra Building,
BHUBANESHWAR-751 009.	Sector 17-D,
Tel.: 0674-2596455/2596461	CHANDIGARH-160 017.
Franik himalalmal hhukanaahuuan@aiaina aa in	Tel.: 0172-2706196/2706468
Email: <u>bimalokpal.bhubaneshwar@cioins.co.in</u>	For all this data at the sufficient Onisian sector
	Email: <u>bimalokpal.chandigarh@cioins.co.in</u>
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
Fathima Akhtar Court, 4 th Floor, 453 Anna Salai,	2/2 A, Universal Insurance Bldg.,Asaf Ali Road,
Teynampet,	NEW DELHI-110 002.
CHENNAI-600 018.	Tel.: 011- 23232481/23213504
Tel.: 044-24333668/24335284	
	Email: <u>bimalokpal.delhi@cioins.co.in</u>
Email: <u>bimalokpal.chennai@cioins.co.in</u>	
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
Jeevan Nivesh, 5 th Floor, Nr. Panbazar over	6-2-46, 1 st Floor, "Moin Court", Lane Opp.
bridge, S.S. Road,	Saleem
GUWAHATI-781 001 (ASSAM).	Function Palace, A. C. Guards,
Tel.: 0361- 2632204 / 2602205	Lakdi-Ka-Pool,
Free all this states to some the stick of a large state	HYDERABAD-500 004.
Email: <u>bimalokpal.guwahati@cioins.co.in</u>	Tel.: 040-23312122
	Frank him alaka al hudanah ad Qaiaina aa in
Office of the Incurrence Orchuderteen	Email: <u>bimalokpal.hyderabad@cioins.co.in</u>
Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard,	Office of the Insurance Ombudsman,
M.G. Road,	Hindustan Building, Annexe, 4 th Floor, 4,
ERNAKULAM-682 015.	C.R.Avenue,
Tel: 0484-2358759/2359338	KOLKATA - 700072 Tel: 033-22124339/22124340
Tel. 0404-2336739/2339336	Tel. 033-22124339/22124340
Email: bimalokpal.ernakulam@cioins.co.in	Email: bimalokpal.kolkata@cioins.co.in
Office of the Insurance Ombudsman,	Office of the Insurance Ombudsman,
6th Floor, Jeevan Bhawan, Phase-II,	3 rd Floor, Jeevan Seva Annexe, S.V. Road,
Nawal Kishore Road, Hazratganj,	S Floor, Jeevan Seva Annexe, S.v. Road, Santacruz(W),
LUCKNOW-226 001.	MUMBAI-400 054.
Tel : 0522 -2231331/2231330	Tel: 022-
151.0022 -2201001/2201000	69038821/23/24/25/26/27/28/28/29/30/31
Email: <u>bimalokpal.lucknow@cioins.co.in</u>	0000021/20/24/20/21/20/20/28/30/31
	Email: <u>bimalokpal.mumbai@cioins.co.in</u>

Office of the Insurance Ombudsman, Gr. Floor, Jeevan Nidhi - II, Bhawani Singh Marg, JAIPUR – 302005. Tel: 0141-2740363 Email: <u>bimalokpal.jaipur@cioins.co.in</u>	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Darshan, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth <u>PUNE - 411030.</u> Tel: 020-41312555 Email: <u>bimalokpal.pune@cioins.co.in</u>
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, BENGALURU – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 th Floor, Main Road Naya Bans, Sector 15, Distt: Gautam Buddh Nagar <u>NOIDA – 201301.</u> Tel: 0120- 2514252 / 2514253 Email: <u>bimalokpal.noida@cioins.co.in</u>
Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001, Tel No: 0612- 2547068 Email id : <u>bimalokpal.patna@ecoi.co.in</u>	

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 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 Policy matures, by an endorsement or a further endorsement or a will as the case may be.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annexure - 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 there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.

6. Fee to be paid for Assignment or transfer can be specified by the Authority through Regulations.

7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.

8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.

9. The insurer may accept or decline to act upon any transfer or Assignment or endorsement, if it has sufficient reasons to believe that it is

a. not bonafide or

b. not in the interest of the Policyholder or

c. not in public interest or

d. is for the purpose of trading of the insurance Policy.

10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or Assignment.

11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.

12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of Assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or Assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.

13. Every Assignment or transfer shall be deemed to be absolute Assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except

a. where Assignment or transfer is subject to terms and conditions of transfer or Assignment; OR b. where the transfer or Assignment is made upon condition that

i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR

ii. the insured surviving the term of the 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.]

<u>Annexure - 3</u> <u>Section 45 – Policy shall not be called in question on the ground of mis-statement after three years</u>

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.]

Annexure - 4: GSV factors applicable for Lifelong Income Option and Family Secure Option

Policy																				
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