

PART - A

Date: < _____ >

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

Dear <Policyholder Name>,

Sub.: Your Policy No. << _____ >> - Edelweiss Life – Easy Pension (A Linked, Non-Participating, Individual, Pension, Savings 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.

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

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

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

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

The Company shall inform clearly by the letter forwarding the policy to the policyholder that the policyholder has a free look period of 30 days from the date of receipt of the policy document, whether received electronically or otherwise, to review the terms and conditions of the policy and where the policyholder disagrees to any of those terms or conditions, or otherwise and has not made any claim, the policyholder has the option to return the policy to the Company for cancellation, stating the reasons for objection, irrespective of the reasons mentioned the policyholder shall be entitled to a refund of the amount as follows:

Fund Value at the date of cancellation

plus (non allocated premium plus charges levied by cancellation of units)

On free-look cancellations, the units of each Fund will be liquidated at the NAV as follows:

- If the cancellations request along with the policy document, etc. before 3.00 p.m.: Closing NAV of the same day.
- If the cancellations request along with the policy document, etc. after 3.00 p.m.: Closing NAV of the next business day.

The amount will be paid in lump sum.

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 and Corporate Office - 6th 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 and Corporate Office - 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirod Road,
Kurla (W), Mumbai - 400070
Edelweiss Life – Easy Pension
(A Linked, Non-Participating, Individual, Pension, Savings Product)
UIN NO: 147L034V04

POLICY PREAMBLE

ALL UNIT LINKED INSURANCE POLICIES ARE DIFFERENT FROM TRADITIONAL INSURANCE POLICIES AND ARE SUBJECT TO RISK FACTORS. IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY YOU. THIS POLICY DOES NOT OFFER ANY LIQUIDITY DURING THE FIRST FIVE YEARS OF THE CONTRACT. THE POLICYHOLDER WILL NOT BE ABLE TO SURRENDER OR WITHDRAW THE MONIES INVESTED IN LINKED INSURANCE PRODUCTS COMPLETELY OR PARTIALLY TILL THE END OF THE FIFTH YEAR.

This Policy is a Linked, Non-Participating, Individual, Pension, Savings Product. 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. 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 | Product Name & UIN No |
|---------------|--|
| | Edelweiss Life - Easy Pension (UIN NO: 147L034V04) |

| Name of the Policyholder | Date of Birth | Gender | Age | CKYC Number |
|--------------------------|---------------|--------|-----|-------------|
| | | | | |

| Address of Policyholder |
|-------------------------|
| |

| Name of the Life Insured | Date of Birth | Gender | Age | CKYC Number |
|--------------------------|---------------|--------|-----|-------------|
| | | | | |

| Address of Life Assured |
|-------------------------|
| |

| Policy Details | |
|--|------------|
| Policy Commencement Date | |
| Risk Commencement Date | |
| Policy Term | |
| Premium Paying Term | |
| Premium Frequency | |
| Modal Premium | Rs. |
| Annualized / Single Premium | Rs. |
| Modal Premium | Rs. |
| Premium Due Date(s) | Date/month |
| Due Date for the last premium under the Policy | |
| Policy Maturity Date | |

BENEFIT INFORMATION

| Rider Name | UIN No. | Sum Assured | Modal Premium plus applicable taxes | Term (years) | PPT (years) |
|------------|---------|-------------|-------------------------------------|--------------|-------------|
| | | | | | |
| | | | | | |
| Total | | | | | |

Risk Strategy Opted: Aggressive/Conservative

Fund Details:

| Fund Name | Allocation% | NAV | Number of Units | Fund Value (in Rs.) |
|-----------|-------------|-----|-----------------|---------------------|
| | | | | |
| | | | | |

| Name of the Nominee (s) | <Nominee 1> | <Nominee 2> | <Nominee 3> |
|-------------------------|-------------|-------------|-------------|
| Age of the Nominee (s) | | | |

| | | | |
|--|---------------|----------------|----------------|
| Gender of the Nominee (s) | | | |
| Nomination Percentage | | | |
| Relationship with Life Insured | | | |
| Name of the Appointee (if Nominee is a minor) | <Appointee 1> | < Appointee 2> | < Appointee 3> |
| 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 in detail and check for the accuracy of information provided in the Policy and return the Policy to Us for correcting the discrepancies if any.

PART – B

DEFINITIONS

| Defined Term | Meaning |
|---|---|
| Age: | means the Life Insured's age as on last birthday. |
| Allocation Proportion: | the proportion specified in the Schedule in which premiums received under the Policy will be allocated into the Funds. |
| Annualised Premium: | means the premium amount payable in a year excluding taxes, rider premiums and underwriting extra premium on riders, if any |
| Annuity: | means a series of payouts made to the Policyholder/ Annuitant in exchange of the purchase price. |
| Appointee: | means the person registered with us in the Nomination Schedule who is authorised to receive and hold in trust the benefits under this Policy on behalf of the Nominee(s), if the Nominee(s) is/are less than Age 18 on the date of payment. |
| Assured Benefit | is equal to 101% of all premiums paid till the date of death or maturity, respectively |
| Charges: | the charges listed in the Table of Charges. |
| Death Benefit: | means the benefit which is payable on death of life assured, as stated in the policy document. |
| Discontinuance: | means the state of a policy that could arise on account of surrender of the policy or non-payment of the premium due before the expiry of the grace period. |
| Discontinued Policy Pension Fund: | means the segregated Fund of the Company constituted by the Fund Value, as applicable, of all the linked pension policies discontinued during the Lock in Period. |
| Entry Age: | means the Life Insured's age as on last birthday as on the Policy Commencement Date. |
| Funds: | our investment funds which are established and managed by Us. |
| Fund Value: | the total value of the units in a segregated fund i.e. total number of Units held in the unit account multiplied by their respective NAV. |
| Grace Period for other than single premium policies: | means the time granted by the insurer from the due date of 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. The grace period for payment of the premium for all types of life insurance policies shall be fifteen days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases. |
| IRDAI / Authority: | means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999). |
| Insurance Act: | means The Insurance Act 1938 (4 of 1938) as amended from time to time. |
| Life Assured: | means the person named in the Schedule on whose life this Policy is effected. |
| Lock in period: | means the period of five consecutive completed years from the date of commencement of the policy, during which period the proceeds of the policies cannot be paid by the insurer to the policyholder or to the insured, as the case may be, except in the case of death or upon the happening of any other contingency covered under the policy. |
| Maturity / Vesting Date: | means the date specified in the Schedule on which the Policy Term expires. |

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| Maturity Benefit: | means the benefit payable at the end of Policy Term. |
| Minimum Guaranteed Interest Rate: | means the minimum rate of interest of 4% p.a. (or such other minimum rate of interest specified by IRDAI from time to time) that will be granted by Us on any amount credited to the Discontinued Policy Pension Fund. |
| Net Asset Value (NAV): | means the price per unit of the segregated fund. |
| Nominee: | means the person/(s) specified by You, registered with Us and who is authorised to receive the Benefits under the Policy. |
| Non-Participating: | means products where policies are not entitled for any share in surplus (profits) during the term of the policy |
| Partial Withdrawal: | means any amount withdrawn partially out of unit fund by the Policyholder during the term of the Policy. |
| Pension Business: | means the business of effecting contracts under pension products or superannuation scheme which may eventually lead to payment of annuity under general annuity business. |
| Policy: | means the contract of insurance as evidenced by this Policy document, the Proposal Form, the Schedule/(s) and any other information/document/(s) provided to Us in respect of the Proposal Form and any endorsement issued by Us. |
| Policyholder: | means You, the owner of the Policy as named in the Schedule. |
| Policy Anniversary: | means the date corresponding with the Policy Commencement Date specified in the Schedule in every calendar year. |
| Policy Term: | means the term of the Policy chosen by You and specified in the Schedule and is the time period between the Policy Commencement Date and the Maturity Date. |
| Policy Year: | means a period of twelve (12) months commencing from the Policy Commencement Date and every Policy Anniversary thereafter. |
| Policy Commencement Date: | the date as shown in the Policy Schedule from which the Policy Anniversaries, Policy Term, Policy Years, and Premium Due Dates are determined. |
| 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. |
| Premium | means an amount payable by You by the due dates and in the manner specified in the Schedule, to secure the benefits under this Policy, excluding taxes, cesses or levies, if any (present and/or future) |
| Premium Paying Term: | means the term as specified in the Policy Schedule, during which the Premiums are payable by You to Us under this Policy. |
| Proposal Form: | means a form to be filled in by the prospect in written or electronic or any other format as approved by the Authority, for furnishing all material information as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted. |
| Premium Redirection: | means an option which allows the policyholder to modify the allocation of amount of renewal premium to various segregated funds under a linked insurance policy. |
| Proceeds Of The Discontinued Policies | means the Fund Value as on the date the Policy was discontinued, after addition of interest computed at the interest rate stipulated in Regulations. |
| Risk Commencement Date: | means the date on which Your rights, benefits and risk cover begin, as shown in the Policy Schedule. |

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| Revival: | 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. |
| Revival Period: | means the period of three consecutive complete years from the date of first unpaid premium. |
| Reduced Paid-Up: | means the continuance of this Policy with reduced paid up benefits, as specified under clause 6(f) of Part C. |
| Settlement Options: | means a facility made available to receive the maturity or death proceeds in instalments in accordance with the terms and conditions stated in advance at the inception of the contract. |
| Switches: | means a facility allowing the policyholder to move from one segregated fund, either wholly or in part, to other segregated fund(s) amongst the segregated funds offered as per the terms and conditions of the policy. |
| Surrender: | means complete withdrawal or termination of the entire policy contract. |
| 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 the policy. |
| Top-up Premium: | is an amount that is paid voluntarily by the policyholder besides contractual premium and is treated as single premium for all purposes. |
| Top-up Sum Assured: | the sum assured pertaining to Top-up Premium. |
| Total Premiums Paid | means total of all the premiums received under the base product including top-ups premium paid, if any. |
| Unit linked insurance products (ULIP): | means the products where the benefits are partially or wholly dependent on the performance of the underlying assets under each of the segregated fund offered. |
| Unit: | a specific portion or part of the underlying segregated linked fund which represents policyholder's entitlement in such funds. |
| We/Our/Us/Company: | means Edelweiss Life Insurance Company Limited. |
| You/ Your / Policyholder: | means the Policyholder as named in the Policy Schedule. |

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

PART – C

BENEFITS

1. Death Benefit:

| | Options | Amount Payable |
|-------|---|--|
| (i) | If the Life Insured dies before the Maturity Date and while the Policy is in force then, We will pay: | <p>The highest of:</p> <p>(1) The Fund Value</p> <p>OR</p> <p>(2) Higher of [Assured Benefit less Relevant Partial Withdrawals*, 0]</p> <p>OR</p> <p>(3) 105% of the total premiums paid till the date of Death</p> <p>*Relevant Partial Withdrawals' will be calculated as follows: Sum of Partial Withdrawals made during the two year period immediately preceding the date of death of the Life Assured.</p> |
| (ii) | If the Life Insured (whether sane or not) commits suicide within one year from the Date of Inception of the Policy or from the date of revival/ reinstatement of the Policy, then: | <p>All benefits under the Policy shall cease and the Policy shall be declared void and We will pay:</p> <p>The Fund Value on the date of intimation of death.</p> <p>Any charges other than Fund Management Charges(FMC) and guarantee charges recovered subsequent to the date of death shall be paid-back to nominees or beneficiaries along with death benefit.</p> |
| (iii) | Death Benefit payable if Premiums are discontinued | |
| | <p>a. If the payment of Premium is discontinued at any time during the first 5 Policy Years and:</p> <p>1. If You do not revive the Policy, before the expiry of the Revival Period. In such case, We will pay:</p> | <p>1. Fund value (net of relevant discontinuance charges) of the policies discontinued is credited to the Discontinued Policy Pension Fund. In case of death of the Life Insured when Policy is in the Discontinued Policy Pension Fund as on date of death, the Death Benefit shall be Discontinued Policy Pension Fund Value as on the date of intimation of the claim to the Company, subject to minimum guaranteed interest rate applicable to the Discontinued Policy Pension Fund.</p> |

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| | 2. If You revive the Policy, before the expiry of the Revival Period. In such case, We will pay: | <p>The fund management charge on Discontinued Pension Policy Fund shall be declared by the Authority from time to time. Currently, the fund management charge shall not exceed 50 basis points per annum.</p> <p>2. The death benefit as per Clause 1) i) of Part C</p> |
| | <p>b. If the payment of Premium is discontinued after the completion of the first 5 Policy Years, and:</p> <p>1. If You do not revive the Policy, before the expiry of the Revival Period. In such case, We will pay:</p> <p>2. If You revive the Policy, before the expiry of the Revival Period. In such case, We will pay:</p> | <p>1. Higher of Fund Value at the date of intimation of the claim to the company OR 105% of the total premiums paid.</p> <p>2. The death benefit as per Clause 1) i) of Part C</p> |
| iv) | <p>If You die during the deferment period, the Nominee or beneficiary shall exercise one of the following options to avail the death benefit:</p> <p>a. Withdraw the entire proceeds of the Policy or</p> <p>b. To utilize the entire proceeds of the Policy or part thereof for purchasing an immediate annuity or deferred annuity at the then prevailing annuity rate</p> <p>c. In case the proceeds of the Policy are not sufficient to purchase minimum annuity as required by the Authority from time to time, the proceeds of the policy may be paid as lump sum.</p> | |

2. Maturity/ Vesting Benefit:

| | When payable | Amount payable |
|-----|--|--|
| (i) | If the Life Insured is alive on the Maturity Date and the Policy is in force, We will pay: | <p>The maturity benefit at the time of vesting is higher of:</p> <ul style="list-style-type: none"> ○ Fund Value at maturity or; ○ Assured Benefit less sum of all partial withdrawals made during the policy term <p>You can exercise any one of the below options to utilize the benefit proceeds from maturity/vesting of the policy:</p> <p>(i) To utilize the entire proceeds to purchase immediate annuity or deferred annuity from the same insurer at the then prevailing annuity rate subject to point (iii) below, You shall be given an option to purchase immediate annuity or deferred annuity from any other insurer.</p> <p>OR,</p> <p>(ii) To commute up to 60% and utilize the balance amount to purchase immediate annuity or deferred annuity</p> |

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| | | <p>from the same insurer at the then prevailing annuity rate subject to point (iii) below, You shall be given an option to purchase available annuity from any other insurer.</p> <p>(iii) You shall be given an option to purchase immediate annuity or deferred annuity from another insurer at the then prevailing annuity rate to the extent of percentage, stipulated by the Competent Authority, currently 50%, of the entire proceeds of the policy net of commutation.</p> <p>(iv) For (i) and (ii) above, the purchase of annuity shall be subject to terms and conditions under the product. In case the proceeds of the policy either on surrender or vesting, net of commutation, is not sufficient to purchase minimum annuity as defined in the prevailing regulations in this regard, as amended from time to time, such proceeds of the policy may be paid to You or beneficiary as lump sum.</p> <p>(v) In addition, on the date of vesting, You will also have the option to extend the accumulation period or deferment period within the same policy with the same terms and conditions as the original policy, provided You are below an age of 60 years and subject to applicable limits under the product.</p> |
| (ii) | <p>If the Life Insured is alive on the Maturity Date while the Policy is in a Reduced Paid-Up status, We will pay:</p> | <p>The maturity benefit at the time of vesting is higher of:</p> <ul style="list-style-type: none"> ○ Fund Value at maturity or ○ Assured Benefit less sum of all partial withdrawals made during the policy term <p>You can exercise any one of the below options to utilize the benefit proceeds from maturity/vesting of the policy:</p> <p>(i) To utilize the entire proceeds to purchase immediate annuity or deferred annuity from the same insurer at the then prevailing annuity rate subject to point (iii) below, You shall be given an option to purchase immediate annuity or deferred annuity from any other insurer.</p> <p>OR,</p> <p>(ii) To commute up to 60% and utilize the balance amount to purchase immediate annuity or deferred annuity from the same insurer at the then prevailing annuity rate subject to point (iii) below, You shall be given an option to purchase available annuity from any other insurer.</p> <p>(iii) You shall be given an option to purchase immediate annuity or deferred annuity from another insurer at the then prevailing annuity rate to the extent of percentage, stipulated by the Competent Authority, currently 50%, of the entire proceeds of the policy net of commutation.</p> <p>(iv) For (i) and (ii) above, the purchase of annuity shall be subject to terms and conditions under the product. In case the proceeds of the policy either on surrender or</p> |

| | | |
|--|--|---|
| | | <p>vesting, net of commutation, is not sufficient to purchase minimum annuity as defined in the prevailing regulations in this regard, as amended from time to time, such proceeds of the policy may be paid to You or beneficiary as lump sum.</p> <p>(v) In addition, on the date of vesting, You will also have the option to extend the accumulation period or deferment period within the same policy with the same terms and conditions as the original policy, provided You are below an age of 60 years and subject to applicable limits under the product.</p> |
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3. **Guaranteed Loyalty Additions:**

We will add an amount equal to the Guaranteed Loyalty Addition (as specified in the Table below) to the fund value of the respective Funds of a policy where annualized premium is Rs. 45,000 or more:

| | When Added | Amount to be added |
|--|--|---|
| (i) | At the end of 10 th Policy Year and every 5 th Policy Year thereafter till Maturity, We will add the Guaranteed Loyalty Addition, provided the annualized premium is Rs. 45,000 or more: | <p>For Single Pay: 4% of average of last 60 month's Fund Value</p> <p>For Limited and Regular Pay: 4.75% of average of last 60 month's Fund Value</p> |
| <p>Note:- The average of last 60 month's fund value will be calculated as average of fund value as on the last day of each of the preceding 60 policy months. Guaranteed Loyalty Additions will be added to the Fund Value on the last day of the respective Policy Year and once added will from the part of the fund value.</p> | | |

4. **Single Pay Enhancers**

In case of single pay policies, We will add an amount equal to the Single Pay Enhancers (as specified in the Table below) to the Fund value of the respective Funds, in addition to the Guaranteed Loyalty Additions:-

| | When Added | Amount to be added |
|---|---|---|
| (i) | At the end of every Policy Year from 6 th Policy Year till Maturity, We will add the Guaranteed Enhancers: | 0.25% of last 12 month's average fund value |
| <p>Note:- The average fund value for last 12 month's will be calculated as average of policy months fund value on the last day on each of the preceding 12 months. Single Pay Enhancers will be added to the Fund Value on the last day of the respective Policy Year.</p> | | |

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

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| a) | Payment of Premium: |
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| | You shall pay the Premium for the Premium Payment Term. The amount of Premium payable, the frequency at which it must be paid and the due dates for each Installment of Premium are stated in the Schedule. |
| b) | Grace Period: |
| | <p>If We do not receive the Premium in full by the premium due date, then:</p> <p>(i) We will allow a Grace Period of 15 days from the due date of premium for a monthly premium frequency and a period of 30 days for all other frequencies, during which You must pay the Premiums due in full.</p> <p>(ii) The benefits under the Policy will continue to apply and all applicable Charges shall continue to be deducted.</p> |
| c) | Discontinuance during the first five policy years: |
| | <p>A. For other than single premium policies, upon expiry of the Grace Period, in case of discontinuance of Policy due to non-payment of premium, the fund value after deducting the applicable discontinuance charges, shall be credited to the discontinued policy pension fund and the risk cover and rider cover, if any, shall cease.</p> <p>B. All such discontinued policies shall be provided a Revival Period of three years from date of first unpaid premium. On such discontinuance, the Company shall communicate the status of the policy, within three months of the first unpaid premium, to You and provide the option to revive the policy within the Revival Period of three years.</p> <p>i) In case You opt to revive but do not revive the policy during the Revival Period, the proceeds of the discontinued policy pension fund shall be paid to You at the end of the Revival Period or lock-in period whichever is later. In respect of Revival Period ending after lock-in period, the policy will remain in discontinuance fund till the end of Revival Period. The Fund management charges of discontinued fund will be applicable during this period and no other charges will be applied.</p> <p>ii) In case You do not exercise the option as set out above, the policy shall continue without any risk cover and rider cover, if any, and the policy fund shall remain invested in the discontinuance fund. At the end of the lock-in period, the proceeds of the discontinuance fund shall be paid to You and the policy shall terminate.</p> <p>iii) However, You have an option to surrender the policy anytime and proceeds of the discontinued policy shall be payable at the end of lock-in period or date of surrender whichever is later.</p> <p>C. In case of single premium policies, You have an option to surrender any time during the lock-in period. Upon receipt of request for surrender, the fund value, after deducting the applicable discontinuance charges, shall be credited to the discontinued policy pension fund.</p> <p>The policy shall continue to be invested in the Discontinued Policy Pension Fund and the proceeds of the Discontinued Policy Pension Fund shall be paid at the end of lock-in period. Only fund management charge can be deducted from this fund during this period. Further, no risk cover shall be available on such policy during the discontinuance period.</p> |

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| | The Policyholder can utilize these proceeds in the manner as specified under Surrender Value clause 1) a) Part-D. |
| d) | Discontinuance after first five policy years |
| | <p>A. For other than single premium policies, upon expiry of the Grace Period, in case of discontinuance of policy due to non-payment of premium after lock-in period, the Policy shall be converted into a reduced paid up policy with death benefit as higher of Fund Value or 105% of total premiums paid. The Policy shall continue to be in reduced paid-up status without rider cover, if any. All charges as per terms and conditions of the Policy may be deducted during the Revival Period. However, the mortality charges shall be deducted based on the death benefit as mentioned above.</p> <p>B. On such discontinuance, the Company shall communicate the status of the Policy, within three months of the first unpaid premium, to You and provide the following options:</p> <ol style="list-style-type: none"> 1) To revive the policy within the Revival Period of three years, or 2) Complete withdrawal of the policy. <ol style="list-style-type: none"> i) In case You opt for (1) above but do not revive the Policy during the Revival Period, the fund value shall be paid to You at the end of the Revival Period. ii) In case You do not exercise any option as set out above, the Policy shall continue to be in reduced paid up status. At the end of the Revival Period the proceeds of the policy fund shall be paid to You and the Policy shall terminate. iii) However, You have an option to surrender the Policy anytime and proceeds of the policy fund shall be payable. <p>In case You opt for complete withdrawal, then on the date of receipt of intimation, the Policy will be surrendered and Fund Value will be payable.</p> <p>C. In case of single premium policies, You have an option to surrender the policy any time. Upon receipt of request for surrender, the fund value as on date of surrender shall be payable.</p> <p>The Policyholder can utilize these proceeds in the manner as specified under Surrender Value clause 1) a) Part-D.</p> <p>Guaranteed Loyalty Additions will be added to the Fund Value during the Revival Period and when the policy is in paid up status.</p> |
| e) | Revival of the Policy: |
| | <p>You can revive the Policy within three years from the date of first unpaid premium.</p> <p>To exercise the Revival option, You are required to provide the Company with a written application along with payment of all due and unpaid Premiums. The proof of continued insurability and medical examination, if required (medical examination cost to be borne by You) and the results thereof would be reviewed by the Company as per the then Board Approved Underwriting Policy.</p> <p>A. Revival of a Discontinued Policy during lock-in Period:</p> <ol style="list-style-type: none"> a) Where You revive the Policy, the Policy shall be revived restoring the risk cover, along with the investments made in the segregated funds as chosen by You, out of the |

| | |
|----|--|
| | <p>discontinued policy pension fund, less the applicable charges as mentioned below in accordance with the terms and conditions of the policy.</p> <p>b) The Company, at the time of revival:</p> <ol style="list-style-type: none"> Shall collect all due and unpaid premiums without charging any interest or fee. May levy policy administration charge and premium allocation charge as applicable during the discontinuance period. Guarantee charges, if applicable during the discontinuance period, may be deducted provided the guarantee continues to be applicable. No other charges shall be levied. Shall add back to the fund, the discontinuance charges deducted at the time of discontinuance of the policy. <p>B. Revival of a Discontinued Policy after lock-in Period:</p> <p>a) Where You revive the Policy, the Policy shall be revived restoring the original risk cover in accordance with the terms and conditions of the policy.</p> <p>b) The Company, at the time of revival:</p> <ol style="list-style-type: none"> Shall collect all due and unpaid premiums under base plan without charging any interest or fee. The rider, if any, may also be revived at the option of the policyholder. May levy premium allocation charge as applicable. The guarantee charges may be deducted, if guarantee continues to be applicable. No other charges shall be levied. |
| f) | Reduced Paid-Up: |
| | <p>On death or maturity, whichever is earlier, while the Policy is in a Reduced Paid-Up status (during the Revival Period), the following would become payable:</p> <p>(a) On Death, the Paid-Up benefits will be higher of: Fund Value at the date of intimation of death OR 105% of the total premiums paid</p> <p>(b) On Maturity, the Paid-Up benefits will be higher of: Fund Value at maturity OR Assured Benefit less sum of all partial withdrawals made during the policy term</p> |

FORECLOSURE OF POLICY:

If, the Fund Value becomes insufficient to deduct all applicable Charges under the Policy after five (5) Policy Years, then the Policy will be automatically foreclosed and the Fund Value as on date of such foreclosure will be paid immediately to You.

PART – D

1) Other Benefits

a. Surrender Benefit:

- In case of surrender after lock-in period the surrender value shall not be less than the fund value on the date of surrender.
- The following options shall be available to the policyholder on the date of surrender:
 - i) To utilize the entire proceeds to purchase immediate annuity or deferred annuity from the same insurer at the then prevailing annuity rate subject to point (iii) below, the policyholder shall be given an option to purchase immediate annuity or deferred annuity from any other insurer.
 - or
 - ii) To commute up to 60% and utilize the balance amount to purchase immediate annuity or deferred annuity from the same insurer at the then prevailing annuity rate subject to point (iii) below, the policyholder shall be given an option to purchase available annuity from any other insurer.
 - iii) Every policyholder shall be given an option to purchase immediate annuity or deferred annuity from another insurer at the then prevailing annuity rate to the extent of percentage, stipulated by the Competent Authority, currently 50%, of the entire proceeds of the policy net of commutation.
 - iv) For (i) and (ii) above, the purchase of annuity shall be subject to terms and conditions under the product. In case the proceeds of the policy either on surrender or vesting, net of commutation, is not sufficient to purchase minimum annuity as defined in the prevailing regulations applicable in this regard, as amended from time to time, such proceeds of the policy may be paid to the policyholder or beneficiary as lump sum.
- In case of surrender or discontinuance during the lock-in period, the options referred above shall be available at the end of the lock-in period to utilize the proceeds of Discontinued Policy Pension Fund.

b. Partial Withdrawal Benefit:

- Partial withdrawal:
 - can be made only after completion of lock-in period;
 - shall not exceed 25% of the fund value at the time of partial withdrawal;
 - can happen only three times during the entire term of the policy;
 - shall be allowed only against the stipulated reasons:
 - Higher education of children including legally adopted child;
 - Marriage of children including legally adopted child;
 - Purchase or construction of a residential house or flat in the life assured's own name or in joint name with their legally wedded spouse. However, if the life assured already owns a residential house or flat (other than ancestral property), no withdrawal shall be permitted;
 - For treatment of critical illnesses of self or spouse or dependent children, including legally adopted child.
 - Medical and incidental expenses arising from disability or incapacitation suffered by the life assured.
 - Expenses incurred by the life assured for skill development/re-skilling or any other self-development activities.
 - Expenses incurred by the Life assured for the establishment of her/his own venture or any start-ups.
- The partial withdrawals shall not be allowed which would result in termination of a contract.
- The sum assured payable on death shall not be reduced except to the extent of the partial

withdrawals made during the two-year period immediately preceding the death of the life assured.

c. **Change in the Sum Assured**

Change in the Sum Assured is not allowed.

2. **OPTIONS**

a) **Top-up Premium:**

Top-up premium is not allowed.

b) **Switching:**

Switching between Funds is not allowed.

c) **Premium Re-direction**

Premium Re-direction is not allowed.

d) **Loan under the Policy:**

Loans are not allowed under the Policy.

e) **Settlement Option**

Settlement Option is not allowed.

f) **Change in Premium Payment Term**

Change in premium payment term is not allowed.

3. **Free look Period:**

The Company shall inform clearly by the letter forwarding the policy to the policyholder that the policyholder has a free look period of 30 days from the date of receipt of the policy document, whether received electronically or otherwise, to review the terms and conditions of the policy and where the policyholder disagrees to any of those terms or conditions, or otherwise and has not made any claim, the policyholder has the option to return the policy to the Company for cancellation, stating the reasons for objection, irrespective of the reasons mentioned the policyholder shall be entitled to a refund of the amount as follows:

Fund Value at the date of cancellation
plus (non allocated premium plus charges levied by cancellation of units)

On free-look cancellations, the units of each Fund will be liquidated at the NAV as follows:

- If the cancellations request along with the policy document, etc. before 3.00 p.m.: Closing NAV of the same day.
- If the cancellations request along with the policy document, etc. after 3.00 p.m.: Closing NAV of the next business day.

The amount will be paid in lump sum.

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.

4. **Suicide Exclusion:**

In case of death due to suicide within 12 months from the date of commencement of the policy or from the date of revival of the policy, as applicable the nominee or beneficiary of the policyholder shall be entitled to fund value, as available on the date of intimation of death.

Further any charges other than Fund Management Charges(FMC) and guarantee charges recovered subsequent to the date of death shall be added back to the fund value as available on the date of intimation of death.

SAMPLE

PART – E

1) FUND & UNIT PROVISIONS

| | | |
|---|---|--|
| a) | Funds available: | |
| <p>The Funds available under this Policy for You to invest in are listed in the Table of Funds under Clause 3 of Part E. The description of these Funds and the objectives of each is also listed in the Table of Funds.</p> <p>You understand and agree that the underlying assets relating to the Funds shall remain Our absolute beneficial ownership.</p> | | |
| b) | Premium Allocation: | |
| <p>The Premium received, after deduction of the Premium Allocation Charges, will be allocated to the Funds in the Allocation Proportion as per the selected Risk Strategy.</p> | | |
| c) | What are Units: | |
| <p>Units are a proportionate part of the Fund which are created within the Fund and referenced to the underlying assets.</p> | | |
| d) | Determination of the Unit Price: | |
| <p>The Unit Price of each Fund shall be computed as set out below or by any other method as may be prescribed by the Regulator:</p> <p>[Market Value of investment held by the fund plus Value of Current Assets less (Value of Current Liabilities and provisions, if any)]</p> <p>Divided by,</p> <p>Number of units existing under the Fund at valuation date, before any new units are created or redeemed</p> | | |
| e) | Conditions for Unit encashment: | |
| Timing of payment/request for payment: | | Applicable NAV |
| First Premium amount | | Later of, date when the premium is credited AND date of underwriting acceptance |
| Premium received by Us by local cheque, cash or demand draft payable at par where the premium is received before 3:00 pm on a working day | | Closing NAV of the date of receipt of premiums OR the due date of that installment of premium whichever is later |
| Premium received by Us by local cheque, cash or demand draft payable at par where the premium is received after 3:00 pm on a working day | | Closing NAV of the next working day OR the due date of that installment of premium whichever is later |

| | |
|---|--|
| Premium received by Us by outstation cheque or demand draft | Closing NAV of the date on which payment is realized OR the due date of that installment of premium whichever is later |
| Payment of the death benefit | The closing NAV of the date on which the claim is intimated. |
| Payment of the maturity benefit | The closing NAV of the Maturity Date. |
| All requests for surrender/discontinuance of the Policy, received before 3:00 pm on a working day | The closing NAV of the date of receipt of the request. |
| All requests for surrender/discontinuance of the Policy, received after 3:00 pm on a working day | The closing NAV of the next working date. |
| Free-look cancellation request received before 3:00 pm on a working day | The closing NAV of the date of receipt of the request. |
| Free-look cancellation request received after 3:00 pm on a working day | The closing NAV of the next working date. |
| f) | Exceptional circumstances: |
| <p>In exceptional circumstances, such as the following, We may defer the calculation of the NAV for upto 7 days:</p> <ul style="list-style-type: none"> a) When one or more recognized exchanges where stocks, debts etc. are routinely traded which provides a basis for valuation of a substantial portion of assets of the fund are closed down otherwise than on ordinary holidays. b) When, as a result of political, economic and monetary or any circumstances beyond Company's control, the disposal of assets of the fund is not possible, profitable or practical. c) During periods of extreme volatility of markets d) Natural calamities, strikes, wars, civil unrest, riots and "bandhs" or any other disaster that affect the normal functioning of the Company. e) If so directed by the IRDAI. <p>In exceptional circumstances/unusual market conditions and in the interest of the policyholders, We may limit the total number of Units withdrawn on any day to 5% of the total number of Units outstanding in the Funds.</p> | |
| g) | Unit statement: |
| <p>A Unit statement with the total number of Units under each of the Funds as per the Risk Strategy chosen by the Life Insured and the respective NAV showing the performance of the Fund will be issued to You on each Policy Anniversary and also when a transaction is effected by You.</p> | |

2) TABLE OF CHARGES

a. Policy Administration Charges:

| When and how applicable | At what rate | | When can it be changed |
|---|---|---|--|
| Policy Administration Charges are levied by cancelling Units at the prevailing Unit Price from the Fund Value, on the first working day of each policy month from the Risk Commencement Date, at the rate of: | Premium Paying Term | Policy Administrative charges | Revision in policy administration charge will be subject to prior approval from the IRDAI. |
| | Single Pay | 1% per annum of the Single Premium subject to a maximum of Rs. 200 per month | |
| | Limited and Regular Pay | 2.5% per annum of the Regular Premium subject to a maximum of Rs. 400 per month | |
| | The policy Administration charge shall not exceed Rs. 6,000 per annum | | |

b. Fund Management Charges (FMC):

| When and how applicable | At what rate | When can it be changed |
|---|---|--|
| FMC are levied for the management of the Funds as a percentage of the value of assets and is charged at the time of calculation of NAV of the Fund, on a daily basis, at the rate of: | Pension Growth Fund : 1.35% Pension Secure Fund : 1.25% Discontinuance Policy Pension Fund: 0.50% | May be changed with prior IRDAI approval but will not exceed 1.35% per annum and 0.50% per annum for Discontinued Policy fund DPF. |

c. Guarantee Charge:

There will be additional charges of 0.35% p.a. and 0.10% p.a. towards the investment guarantees for Pension Growth Fund and Pension Secure Fund, respectively. These charges will be collected by adjustment of NAV and will be charged as a percentage of the Fund Value.

d. Discontinuance Charges:

| When and how applicable | When can it be changed |
|--|------------------------|
| Surrender/Discontinuance charge is levied on complete withdrawal of the Policy on the date of discontinuance at the rates below: | Cannot be changed |

At what rate

For Single Pay:

| | |
|--|-----------------------|
| | Discontinuance Charge |
|--|-----------------------|

| Where the policy is discontinued during the policy year* | Discontinuance Charges for the policies having Single premium up to Rs.3,00,000/- | Discontinuance Charges for the policies having Single premium above Rs.3,00,000/- |
|--|---|---|
| 1 | Lower of 1.00% of (SP or FV) subject to maximum of Rs 3000 | Lower of 1.00% of (SP or FV) subject to maximum of Rs 6000 |
| 2 | Lower of 0.50% of (SP or FV) subject to maximum of Rs 2000 | Lower of 0.50% of (SP or FV) subject to maximum of Rs 5000 |
| 3 | Lower of 0.25% of (SP or FV) subject to maximum of Rs 1500 | Lower of 0.25% of (SP or FV) subject to maximum of Rs 4000 |
| 4 | Lower of 0.10% of (SP or FV) subject to maximum of Rs 1000 | Lower of 0.10% of (SP or FV) subject to maximum of Rs 2000 |
| 5 | NIL | NIL |

SP = Single Premium

For Limited Pay and Regular Pay:

| Where the policy is discontinued during the policy year* | Discontinuance Charges for the policies having annualized premium up to Rs.25,000/- | Discontinuance Charges for the policies having annualized premium from Rs. 25,001/- to Rs. 50,000/- | Discontinuance Charges for the policies having annualized premium above Rs. 50,000/- |
|--|---|---|--|
| 1 | Lower of 20% of (AP or FV) subject to maximum of Rs 3000 | Lower of 6% of (AP or FV) subject to maximum of Rs 3000 | Lower of 6% of (AP or FV) subject to maximum of Rs 6000 |
| 2 | Lower of 15% of (AP or FV) subject to maximum of Rs 2000 | Lower of 4% of (AP or FV) subject to maximum of Rs 2000 | Lower of 4% of (AP or FV) subject to maximum of Rs 5000 |
| 3 | Lower of 10% of (AP or FV) subject to maximum of Rs 1500 | Lower of 3% of (AP or FV) subject to maximum of Rs 1500 | Lower of 3% of (AP or FV) subject to maximum of Rs 4000 |
| 4 | Lower of 5% of (AP or FV) subject to maximum of Rs 1000 | Lower of 2% of (AP or FV) subject to maximum of Rs 1000 | Lower of 2% of (AP or FV) subject to maximum of Rs 2000 |
| 5 and onwards | NIL | NIL | NIL |

AP = Annualised Premium

FV = Fund Value on the date of discontinuance

* The date of discontinuance shall be the date on which the grace period expires or the date of surrender whichever is earlier.

e. Switching Charges:

| When and how applicable | At what rate | When can it be changed |
|-------------------------|--------------|------------------------|
| Not Applicable | | |

f. Premium Allocation Charges:

| When and how applicable | At what rate | | When can it be changed | |
|--|---------------------------------|-------------------------|------------------------|----------------|
| Premium Allocation Charges are levied when We are in receipt of Basic Premium and as a %age of the premium from the premium received at the rate of: | <u>Single Pay:</u> | | Cannot be changed | |
| | Policy Year | % of Single Premium | | |
| | | < Rs 500,000/- | | ≥ Rs 500,000/- |
| | 1 | 2% | | 1% |
| | <u>Limited and Regular Pay:</u> | | | |
| | Policy Year | % of Annualised Premium | | |
| | | < Rs 500,000/- | | ≥ Rs 500,000/- |
| | 1 | 3% | | 2% |
| | 2 – 5 | 2% | | 2% |
| | 6 + | 0% | | 0% |

g. Premium Re-direction Charges:

| When and how applicable | At what rate | When can it be changed |
|-------------------------|--------------|------------------------|
| Not Applicable | | |

h. Partial Withdrawal Charges:

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

i. Mortality Charges:

| When and how applicable | When can it be changed |
|---|------------------------|
| Mortality Charges are levied on the 1 st working day of each policy month after the Risk Commencement Date by cancellation of appropriate number of Units from the Fund Value. | Cannot be changed |
| At what rate | |
| <p>Monthly Mortality Charges = Sum at Risk x (Annual Mortality rate / 12)</p> <p>Where, the Annual Mortality rate depends on the Life Insured's Age and Gender as on date of calculation and the Sum at Risk (SAR) as described below. Mortality Charges will attract applicable taxes.</p> | |

Annual Mortality Rate is given in Appendix I

- **Sum at risk (SAR):** Higher of the {(Assured Benefit less relevant partial withdrawals*) or (105% of the total Premiums paid)} *minus* the Fund Value as on that date.

*Relevant Partial Withdrawals' will be calculated as follows:

Sum of Partial Withdrawals made during the two year period immediately preceding the date of death of the Life Assured.

In the event the Sum at Risk is negative on the date of calculating Mortality Charges, no Mortality Charge will be deducted on that date.

j. **Miscellaneous Charges:**

| When and how applicable | At what rate | When can it be changed |
|--|------------------------|---|
| Miscellaneous Charges are levied for any alterations within the contract. Charges will be recovered by way of cancellation of units. | Rs. 100 per alteration | The Miscellaneous charge shall not exceed Rs 500 per annum, subject to prior approval from IRDAI. |

k. **Taxes:**

| When and how applicable | At what rate | When can it be changed |
|-------------------------|--------------|--|
| <i>Applicable Taxes</i> | 18% | Subject to change in accordance with applicable law. |

3) **TABLE OF FUNDS**

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

1. Pension Growth Fund: (SFIN NO: ULIF00831/03/15ETLIPNSGRT147)

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

| Assets | Minimum | Maximum | Risk Profile |
|--------------------------|---------|---------|----------------|
| Equity | 60% | 100% | Medium to High |
| Debt Instruments | 0% | 40% | |
| Money Market Instruments | 0% | 40% | |

2. Pension Secure Fund: (SFIN NO: ULIF00931/03/15ETLIPNSSCR147)

Objective: To generate optimal return with safety of capital over medium to long term through investment in predominantly long term debt instrument with high credit quality

| Assets | Minimum | Maximum | Risk Profile |
|--------------------------|---------|---------|--------------|
| Debt Instruments | 40% | 100% | Low |
| Money Market Instruments | 0% | 60% | |

The premiums net of charges will be allocated to the 'Pension Growth Fund' and 'Pension Secure Fund' based on Risk strategy chosen by You and the time to vesting of Policy. Risk strategy chosen at inception of the Policy cannot be changed later during the Policy Term.

We may, add new Funds or close or amend existing Funds in accordance with the applicable regulations. If We choose to close or amend a Fund, then We will send You prior notice of the closure/amendment.

3. Discontinued Policy Pension Fund: (SFIN NO: ULIF01031/03/15ETLIPNSDSC147)

| Assets | Minimum | Maximum | Risk Profile |
|--------------------------|---------|---------|--------------|
| Money Market instruments | Nil | 40% | Low |
| Government Securities | 60% | 100% | |

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

Fund value (net of relevant discontinuance charges) of the policies discontinued is credited to the Discontinued Policy Pension Fund. The proceeds of the discontinued policy along with the returns generated on the same shall be available only upon completion of the lock in period or Revival Period, whichever is later. The minimum guaranteed interest rate applicable to the discontinued fund shall be specified by the IRDAI from time to time. The current minimum guaranteed interest rate applicable to the Discontinued Policy Pension Fund is 4 per cent per annum.

The excess income earned in the Discontinued Policy Pension Fund over and above the minimum guaranteed interest rate shall also be apportioned to the Discontinued Policy Pension Fund in arriving at the Proceeds Of The Discontinued Policies and shall not be made available to the shareholders.

The fund management charge on Discontinued Policy Pension Fund shall be declared by the Authority from time to time. Currently, the fund management charge shall not exceed 50 basis points per annum.

4. Risk Strategy

The chosen risk strategy by You could be 'Aggressive' or 'Conservative' risk strategy. The 'Aggressive' risk strategy will have higher allocation towards equity fund than the 'Conservative' risk strategy. During the Policy Term, the allocations is managed such that it will automatically switch from riskier assets to safer assets progressively as the Policy approaches vesting. The investment strategy is based on auto rebalancing of the Fund Value in Pension Growth Fund and Pension Secure Fund. The amount in both the Funds will depend on Years to Vesting as per the proportion given below:

| Years to Vesting | Risk Strategy | | | |
|------------------|---------------------|---------------------|---------------------|---------------------|
| | Aggressive | | Conservative | |
| | Pension Growth Fund | Pension Secure Fund | Pension Growth Fund | Pension Secure Fund |
| 5 – 85 | 72.0% | 28.00% | 50.0% | 50% |
| 4 | 57.6% | 42.40% | 40.0% | 60% |
| 3 | 43.2% | 56.80% | 30.0% | 70% |
| 2 | 28.8% | 71.20% | 20.0% | 80% |
| 1 | 14.4% | 85.60% | 10.0% | 90% |
| 0 | 0% | 100.00% | 0% | 100% |

We will automatically rebalance the asset allocation mix every quarter to maintain the proportion given in the above Table based on the risk strategy chosen by You.

PART – F

GENERAL TERMS AND CONDITIONS

| | |
|-----------|--|
| a) | Claim Procedure: |
| | <p>1) Death Claim</p> <p>In case of death claim, we shall be given written notice of the Life Insured's death along with the following documents for us to assess the claim:</p> <ul style="list-style-type: none">(i) The death 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. <p>In case of death due to accident and unnatural death, the following additional documents are required:</p> <ul style="list-style-type: none">i. Copy of FIR and Panchnama;ii. Copy of the Postmortem 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; <p>You are requested to send intimation of the claim to any of our branch offices or to our Corporate office address mentioned below.</p> <p>Claims Officer Edelweiss Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiro Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisslife.in Phone no: 1800 2121 212</p> <p>Receipt of the claim intimation does not amount to acceptance of claim by the Company under the Policy and is subject to review by the Company. The decision on acceptance and admissibility of the Claim will be communicated separately by the Company to the claimant.</p> <p>The claim is required to be intimated to us along with all necessary claim documents required within 90 days from the date of death. However, we may condone the delay in claim intimation, if any, provided valid reasons are given for the delay.</p> <p>2) Maturity Claim</p> <p>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.</p> <p>Subject to our sole discretion and satisfaction, in exceptional circumstances We may decide to waive all or any of the requirements set out in the Claim Procedure in Section (a) of Part F.</p> |
| b) | Nomination: |
| | Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. |

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|-----------|---|
| | <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> |
| c) | Assignment: |
| | <p>Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.</p> <p><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></p> |
| d) | Validity/ Non Disclosure: |
| | <p><u>Mis-statement of Age</u></p> <p>If the date of birth of the Life Insured has been misstated, any amount payable shall be increased or decreased to the amount that would have been provided, as determined by us, given the correct Age.</p> <p>If at the correct age, the Life Insured was not insurable under this Policy according to our requirements, we reserve the right to terminate the Policy and pay the Premiums received by the Company till date if any (in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time).</p> <p><u>Fraud, Misstatement</u></p> <p>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.</p> <p><i>[A Leaflet containing the simplified version of the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure – (3) for reference].</i></p> |
| e) | Currency, Governing Law & Jurisdiction |
| | <p>(ii) The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.</p> <p>(iii) The Policy and any disputes or differences arising under or in relation to the Policy shall be construed in accordance with Indian law and by the Indian courts.</p> |
| f) | Taxation |
| | <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 from You all levies including but not limited to Goods and Services Tax, if any as applicable from time to time.</p> |
| g) | Duplicate Policy Document |
| | <p>If You lose or misplace the Policy Document then you may request Us to issue You a duplicate Policy Document by giving Us a written notice and making payment of fee of an amount not exceeding Rs. 250/- (which is subject to change with prior IRDAI approval and prior notice to You). On issue of the duplicate Policy Document, the original shall automatically cease to have any legal effect.</p> |

| | |
|-----------|---|
| | |
| h) | Notices |
| | <p>(i) All notices meant for Us shall be given to Us at Our address specified in the Policy Contract or at any of Our branch offices.</p> <p>(ii) All notices meant for You will be sent to Your address specified in the 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>(iii) You would need to timely intimate us of any change in your address to enable us to provide important information pertaining to your Policy.</p> |
| i) | Entire Contract |
| | <p>(i) 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>(ii) Notwithstanding anything contained in this Policy, 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> |
| j) | Mode of Communication |
| | <p>The Company and the Policyholder may exchange communications pertaining to this Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / to carry out the mandates of the Policyholder on merits in accordance with such communications.</p> <p>While accepting requests / mandate from the Policyholder through electronic mail, the Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act, 2000 as amended from time to time and/or such other applicable laws in force from time to time.</p> |

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, 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. We will respond with a resolution within 14 days.

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

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

Address for sending the complaint through courier / letter:

Consumer Affairs Department
Insurance Regulatory and Development
Authority of India Survey No. 115/1
Financia
I District
Nanakra
mguda
Gachibo
wli
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:

| | |
|--|---|
| Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD-380 001. Tel.: 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in | Office of the Insurance Ombudsman, 1 st floor, South wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B, Hoshangabad Road BHOPAL-462011 Tel.: 0755-2769201/9202/9203 Email: bimalokpal.bhopal@cioins.co.in |
| Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674-2596455/2596461 Email: bimalokpal.bhubaneshwar@cioins.co.in | Office of the Insurance Ombudsman, Jeevan Deep, Ground floor, LIC of India bldg., SCO 20-27, Sector 17-A, CHANDIGARH-160 017. Tel.: 0172-2707468/2706468 Email: bimalokpal.chandigarh@cioins.co.in |
| Office of the Insurance Ombudsman, Fathima Akhtar Court, 4 th Floor, 453 Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668/3678 Email: bimalokpal.chennai@cioins.co.in | Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: 011- 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in |
| Office of the Insurance Ombudsman, Jeevan Nivesh, 5 th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361- 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in | Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040-23312122 Email: bimalokpal.hyderabad@cioins.co.in |
| Office of the Insurance Ombudsman, 10 th floor, LIC Bldg, Jeevan Prakash Opp Maharaj College Ground M.G Road ERNAKULAM, KOCHI-682 015.682011 Tel: 0484-2358759 Email: bimalokpal.ernakulam@cioins.co.in | Office of the Insurance Ombudsman, 7 th Floor of Hindusthan Building (Annex), 4, C R Avenue KOLKATA - 700072 Tel: 033-22124339/4341 Email: bimalokpal.kolkata@cioins.co.in |
| Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW-226 001. Tel : 0522- 4002082/3500613 Email: bimalokpal.lucknow@cioins.co.in | Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel:022-69038800/8833 Email: bimalokpal.mumbai@cioins.co.in |
| Office of the Insurance Ombudsman, Gr. Floor, Jeevan Nidhi - II, Bhawani Singh Marg, JAIPUR – 302005. Tel: 0141-2740363 Email: bimalokpal.jaipur@cioins.co.in | Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Darshan, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth PUNE - 411030. Tel: 020- 24471175 Email: bimalokpal.pune@cioins.co.in |

| | |
|---|---|
| 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, <u>BENGALURU – 560 078.</u> 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: bimalokpal.noida@cioins.co.in |
| Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001, Tel No: 0612- 2547068 Email id : bimalokpal.patna@ecoi.co.in | |

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

SAMPLE

Mortality Rates per 1000 Sum at Risk

| Attained Age | Male | Female | Attained Age | Male | Female |
|--------------|-------|--------|--------------|--------|--------|
| 0 | 4.171 | 4.171 | 43 | 2.472 | 1.881 |
| 1 | 3.416 | 4.171 | 44 | 2.734 | 2.050 |
| 2 | 2.574 | 4.171 | 45 | 3.036 | 2.245 |
| 3 | 1.941 | 4.171 | 46 | 3.382 | 2.472 |
| 4 | 1.468 | 3.416 | 47 | 3.775 | 2.734 |
| 5 | 1.115 | 2.574 | 48 | 4.214 | 3.036 |
| 6 | 0.854 | 1.941 | 49 | 4.695 | 3.382 |
| 7 | 0.667 | 1.468 | 50 | 5.215 | 3.775 |
| 8 | 0.541 | 1.115 | 51 | 5.767 | 4.214 |
| 9 | 0.466 | 0.854 | 52 | 6.347 | 4.695 |
| 10 | 0.434 | 0.667 | 53 | 6.950 | 5.215 |
| 11 | 0.438 | 0.541 | 54 | 7.572 | 5.767 |
| 12 | 0.470 | 0.466 | 55 | 8.216 | 6.347 |
| 13 | 0.520 | 0.434 | 56 | 8.884 | 6.950 |
| 14 | 0.582 | 0.438 | 57 | 9.585 | 7.572 |
| 15 | 0.647 | 0.470 | 58 | 10.327 | 8.216 |
| 16 | 0.712 | 0.520 | 59 | 11.122 | 8.884 |
| 17 | 0.772 | 0.582 | 60 | 11.983 | 9.585 |
| 18 | 0.824 | 0.647 | 61 | 12.923 | 10.327 |
| 19 | 0.868 | 0.712 | 62 | 13.956 | 11.122 |
| 20 | 0.904 | 0.772 | 63 | 15.094 | 11.983 |
| 21 | 0.931 | 0.824 | 64 | 16.350 | 12.923 |
| 22 | 0.952 | 0.868 | 65 | 17.736 | 13.956 |
| 23 | 0.968 | 0.904 | 66 | 19.262 | 15.094 |
| 24 | 0.979 | 0.931 | 67 | 20.940 | 16.350 |
| 25 | 0.989 | 0.952 | 68 | 22.783 | 17.736 |
| 26 | 0.999 | 0.968 | 69 | 24.801 | 19.262 |
| 27 | 1.011 | 0.979 | 70 | 27.007 | 20.940 |
| 28 | 1.026 | 0.989 | 71 | 29.416 | 22.783 |
| 29 | 1.045 | 0.999 | 72 | 32.043 | 24.801 |
| 30 | 1.070 | 1.011 | 73 | 34.903 | 27.007 |
| 31 | 1.102 | 1.026 | 74 | 38.016 | 29.416 |
| 32 | 1.142 | 1.045 | 75 | 41.4 | 32.043 |
| 33 | 1.191 | 1.070 | 76 | 45.077 | 34.903 |
| 34 | 1.250 | 1.102 | 77 | 49.07 | 38.016 |
| 35 | 1.320 | 1.142 | 78 | 53.406 | 41.400 |
| 36 | 1.403 | 1.191 | 79 | 58.11 | 45.077 |
| 37 | 1.498 | 1.250 | 80 | 63.214 | 49.070 |
| 38 | 1.608 | 1.320 | 81 | 68.75 | 53.406 |
| 39 | 1.735 | 1.403 | 82 | 74.753 | 58.110 |
| 40 | 1.881 | 1.498 | 83 | 81.261 | 63.214 |
| 41 | 2.050 | 1.608 | 84 | 88.314 | 68.750 |
| 42 | 2.245 | 1.735 | 85 | 95.956 | 74.753 |

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.]

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

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

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

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

- whichever is later.

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

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

- whichever is later.

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

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

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

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

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

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

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

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

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

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

SAMPLE