

PART - A

Date: < _____ >

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

Dear <Policyholder Name>,

Sub.: Your Policy No. <<_____>> - Edelweiss Tokio Life – Active Income Plan (An Individual, Non-Linked, Par, Savings, Life Insurance Product)

Thank you for choosing Edelweiss Tokio Life as your preferred life insurance partner.

We are confident that the product chosen by you will suit your need.

Policy Document:

We have prepared your Policy on the basis of the Proposal Form submitted by you. We request you to go through your Policy Document in detail and check for the accuracy of information. A copy of your Proposal Form and other relevant documents as submitted by you are also enclosed along with this Policy Document for your information and records.

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

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

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

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

Alternatively, you may contact our Service Expert at 1800 2121 212 or email us at care@edelweisstokio.in

Cancellation in the Free Look Period:

In case you do not agree with any of the terms and conditions stated in the Policy Document, you have the option to return the Policy Document to us for cancellation, stating the reasons thereof in writing, within <fifteen (15) days/ thirty (30) days> from the date of receipt of the Policy Document. On receipt of your letter along with the Policy Document, we shall refund an amount as mentioned in the Free Look clause of the Policy Terms and Conditions.

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 Tokio Life Insurance Company Limited

Authorised Signatory

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

SAMPLE

Edelweiss Tokio Life Insurance Company Limited
Registered and Corporate Office - 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road,
Kurla (W), Mumbai - 400070
POLICY DOCUMENT - Edelweiss Tokio Life – Active Income Plan
An Individual, Non-Linked, Par, Savings, Life Insurance Product
UIN: 147N065V02

POLICY PREAMBLE

This Policy is an Individual, Non-Linked, Par, Savings, Life Insurance Product. This document is the evidence of a contract of insurance between Edelweiss Tokio Life Insurance Company Limited ('the Company') and the Policyholder as described in the Policy Schedule given below. This Policy is based on the proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, applicable medical evidence and other information received by the Company from the Policyholder, Life Insured or on behalf of the Policyholder ('Proposal'). This Policy is effective upon receipt and realisation, by the Company, of the consideration payable under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

SAMPLE

POLICY SCHEDULE

Policy Number	Plan Name and UIN
	Edelweiss Tokio Life – Active Income Plan (UIN: 147N065V02)

Details of the Policyholder:

Name	Date of Birth	Age	Gender

Address

Details of the Life Insured:

Name	Date of Birth	Age	Gender

Policy Details	
Policy Commencement Date	<<dd/mm/yyyy>>
Risk Commencement Date	<<dd/mm/yyyy>>
Maturity Age	<<Till age 75 / Till age 85 / Till age 99>>
Policy Term	<<Maturity age chosen minus age at entry of Life Insured>>
Premium Paying Term (PPT)	<<5 8 10 12 years>>
Premium Paying Frequency	<<Annual / Semi-Annually / Quarterly / Monthly>>
Annual Premium	Rs.
Annualized premium	Rs.
Modal Premium including Applicable Taxes	Rs. << amount >>
Premium Paying Due Date	<< Date & Month of every year / Date of every month >>
Last Premium Due Date	<<dd/mm/yyyy>>
Maturity Date	<<dd/mm/yyyy>>
Income Option	<<Early Income/ Deferred Income>>
Guaranteed Income Type	<<Level Guaranteed Income/ Increasing Guaranteed Income>>
First Guaranteed Income Amount	Rs. <<amount>>
First Guaranteed Income Payout Date	<<dd/mm/yyyy>>
Family Income Benefit	<<Yes / No >>
Paid-up Additions Benefit	<<Yes / No>>

BENEFIT INFORMATION

Sum Assured on Death during the first Policy Year	: Rs.
Sum Assured on Maturity	: Rs.

Rider Name	UIN	Sum Assured	Modal Premium plus applicable taxes	Term (years)	PPT (years)
Edelweiss Tokio Life – Accidental Total and Permanent Disability Rider	147B001V04	Rs.	Rs. incl. any u/w extra		
Edelweiss Tokio Life – Accidental Death Benefit Rider	147B002V04	Rs.	Rs. incl. any u/w extra		
Edelweiss Tokio Life – Critical Illness Rider	147B005V04	Rs.	Rs. incl. any u/w extra		
Edelweiss Tokio Life – Waiver of Premium Rider*	147B003V05	NA	Rs. incl. any u/w extra		
Edelweiss Tokio Life – Income Benefit Rider	147B015V02	: Rs.	: Rs. incl. any u/w extra		

Edelweiss Tokio Life – Payor Waiver Benefit Rider*	147B014V05	<input type="checkbox"/> Death <input type="checkbox"/> CI & ATPD <input type="checkbox"/> Death, CI & ATPD	: Rs. incl. any u/w extra		
Total					

*Not available if Family Income Benefit is opted.

Nomination details of Nominees of Life Insured:

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

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

For and on behalf of
Edelweiss Tokio Life Insurance Company Limited

Authorised Signatory

This Policy Document is signed using a digital signature for and on behalf of Edelweiss Tokio Life Insurance Company Limited.

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

PART – B

DEFINITIONS

Defined Term	Meaning
Age:	means the age (last birthday) of the Life Insured in completed years as on Policy Commencement Date
Annual Premium:	means the premium amount payable in a 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 chosen by the Policyholder, excluding the taxes, rider premiums, Underwriting Extra premiums and loadings for Modal Premiums, if any.
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 assignment under section 38 of the Insurance Act, 1938 as amended from time to time
Cash Bonus:	means the non-guaranteed bonus which may be declared annually starting from the Policy Anniversary falling immediately after the completion of Premium Paying Term 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 is expressed as a percentage of the Sum Assured on Maturity and cumulative Paid-up Additions on Maturity. The rate of Cash Bonus on Sum Assured on Maturity and that on cumulative Paid-up Additions on Maturity may be different.
Covered Critical Illnesses	means the list of Critical Illness read in conjunction with exclusions, definitions and conditions and as mentioned in clause 2 of part C.
Death Benefit:	means the benefit which is payable on death of the Life Insured, as stated in the Policy Document.
Family Income Benefit:	means the benefit as selected by the Policyholder at the inception of the Policy only and as mentioned in the Policy Schedule and for which there will be additional premiums payable. Once chosen, the Family Income Benefit cannot be opted out. The Family Income benefit is available subject to Board Approved Underwriting Policy.
Grace Period:	means 15 days, where the Policyholder pays the Premium in case of Monthly Premium Paying frequency and 30 days for all other Premium Paying frequencies in all other cases from the Premium Paying Due Date specified in the Policy Schedule for the payment of Premium during which the Policy is considered to be In-Force
Guaranteed Income:	means a guaranteed amount payable annually at the end of each Policy Year starting from the First Guaranteed Income Payout Date in the form of cash payout while the Policy is In-Force.
Guaranteed Income Type:	means one of the following options, as stated in the Policy Schedule, and cannot be changed anytime during the Policy Term. <ul style="list-style-type: none">• <u>Level Guaranteed Income:</u> Under this option, same Guaranteed Income amount will be payable and will be equal to 1.5% of Sum Assured on Maturity, as stated in the Policy Schedule.• <u>Increasing Guaranteed Income:</u> This option is not available when Early Income is chosen as the Income Option. Under this option, Guaranteed Income amount will increase annually. The Guaranteed Income amount will be equal to 0.75% of Sum Assured on Maturity on the Policy Anniversary falling immediately after the completion of PPT, as stated in the Policy Schedule, and thereafter increasing by a fixed amount every year which is calculated as 5% of the Guaranteed Income payable on the Policy Anniversary falling immediately after the completion of PPT.
IRDAI / Authority:	means the insurance Regulatory and Development Authority of India established under sub-section (1) of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999).
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.
Income Benefit	means an amount payable on applicable Policy Anniversary as per the Income Option chosen and is equal to Guaranteed Income plus Cash Bonus (if declared).

Income Options:	<p>means one of the following options, as stated in the Policy Schedule, and cannot be changed anytime during the Policy Term.</p> <ul style="list-style-type: none"> • <u>Early Income:</u> <ol style="list-style-type: none"> a) Under this option, Guaranteed Income will be payable annually at the end of each Policy Year starting from the second Policy Year, as stated in the Policy Schedule, in the form of cash pay-out and is payable till Maturity Date or death of the Life Insured, whichever is earlier, while the Policy is In-Force. b) Under this option, a Cash Bonus (if declared) starting from Policy Anniversary immediately falling after the completion of PPT will be payable annually till Maturity Date or death, whichever is earlier, while the Policy is In-Force. • <u>Deferred Income:</u> <ol style="list-style-type: none"> a) Under this option, Guaranteed Income will be payable annually at the end of each Policy Year starting from the Policy Anniversary falling immediately after the completion of PPT, as stated in the Policy Schedule, in the form of cash pay-out and is payable till Maturity Date or death of the Life Insured, whichever is earlier, while the Policy is In-Force. b) Under this option, a Cash Bonus (if declared) starting from Policy Anniversary falling after the completion of PPT will be payable annually till Maturity Date or death, whichever is earlier, while the Policy is In-Force.
Insurance Act:	means IRDAI Act, 1999, The Insurance Act, 1938 (4 of 1938) as amended from time to time.
Life Insured:	means the person named in the Policy Schedule whose life is insured under this Policy.
Maturity Date:	means the date specified in the Policy Schedule on which the Policy matures and terminates.
Medical Practitioner:	<p>means a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.</p> <p>The Medical Practitioner should not be:</p> <ul style="list-style-type: none"> • the Policyholder/ insured person himself / herself; or • An authorised insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or • Employed by or under contractual engagement with the insurance company; or • Related to the Policyholder/Life Insured by blood or marriage
Modal Premium / Premium	means the amount stated in the Policy Schedule payable by you to us by the due dates, at the Premium frequency, in the manner specified in the Policy Schedule.
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.
Paid-up Additions Benefit:	means the benefits which get accrued to the policy in lieu of cash pay-out of Income Benefit in the form of 'Paid-up Additions on Maturity' and 'Paid-up Additions on Death'. and are explained in clause 7 of Part C
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 u/Your/your:	means or refers to the Policyholder stated in the Policy Schedule.
Policy Anniversary:	means the date corresponding with the Policy Commencement Date specified in the Schedule in every calendar year.
Policy Commencement Date:	means the date as shown in the Policy Schedule from which the Policy commences.
Policy Document	means this entire document from Part A to Part G.
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.

Policy Term:	means the term of the Policy as specified in the Policy Schedule and is the time period between the Policy Commencement Date and the Maturity Date.
Policy Year:	means a period of twelve consecutive months starting from Policy Commencement Date as stated in the Policy Schedule and ending on the day immediately preceding the following Policy Anniversary date and each subsequent period of twelve consecutive months thereafter.
Premium Discontinuance	means the non-payment of premiums by you before the expiry of Grace Period.
Premium Paying Term (PPT):	means the term in years as specified in the Policy Schedule, during which the Premiums are payable by you to us under this Policy.
Proposal Form:	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.
Regulations:	means the IRDAI (Non-Linked Insurance Products) Regulations, 2019 and any other applicable laws issued and as may be amended from time to time.
Revival:	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, 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.
Risk Commencement Date:	means the date as stated in the Policy Schedule on which your risk cover under this Policy commences.
Sum Assured on Death:	means the amount payable on the occurrence of Death. The Sum Assured on Death during the first Policy Year is as mentioned in the Policy Schedule. The Sum Assured on Death increases every Policy Year starting from 2 nd Policy Year by an absolute amount equal to $\text{Max (Sum Assured on Maturity less 10 times the Annual Premium, 0) / (Policy Term -1)}$
Sum Assured on Maturity:	means an amount stated in the Policy Schedule
Surrender:	means complete withdrawal or termination of the entire Policy by You.
Surrender Value:	means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of this Policy.
Terminal Bonus:	means an amount which may be payable based on the performance of the participating fund, either on death or maturity. For Family Protection Option, Terminal Bonus, if declared, will be payable only on maturity.
Total Premiums Paid	means total of all the premiums received, excluding any extra premium, any rider premium and taxes.
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 in relation to this Policy.
Waiting Period:	means the period of 90 calendar days from the Risk Commencement Date or the date of Revival of the Policy, whichever is later, during which the Life Insured will not be entitled to the Critical Illness Benefit.
We/we/Our/our/Us/us/ Company:	means Edelweiss Tokio Life Insurance Company Limited.

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

PART – C

BENEFITS

1. Death Benefit:

Events	How and when Benefits are payable	Size of such benefits
Death of the Life Insured	Without Family Income Benefit: In case of death of the Life Insured during the Policy Term, while the Policy is In-Force, the Death Benefit will be payable as lumpsum and the policy terminates.	Sum Assured on Death along with Income Benefit applicable for the Policy Year, and cumulative Paid-up Additions on death, if any and Terminal Bonus, if declared, will be payable. The minimum Death Benefit shall be at least 105% of the Total Premiums Paid upto the date of death.
	With Family Income Benefit: In case of death of the Life Insured during the Policy Term, while the Policy is In-Force, the Death Benefit will be payable as lumpsum, no future Premiums are required to be paid* and Policy will continue as In-Force for residual benefits.	Sum Assured on Death along with cumulative Paid-up Additions on death, if any will be payable. The minimum Death Benefit shall be at least 105% of the Total Premiums Paid upto the date of death.

In case of death of the Life Insured who is a minor, the Death Benefit will be paid to the Proposer in the policy.

* Rider premiums, if any will still be required to be paid as and when due.

2. Critical Illness Benefit:

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

Events	How and when Benefits are payable	Size of such benefits
Diagnosis of Covered Critical Illness conditions	In case of diagnosis of the Life Insured suffering from one of the Covered Critical Illness Conditions, during the Policy Term, while the Policy is In-Force.	On survival of 30 days following the date of diagnosis, no future premiums are required to be paid and Policy will continue as In-Force policy for residual benefits.

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

Other conditions for Critical Illness Benefit

- Claim for critical illness will only be accepted if the illness has occurred after the Waiting Period.
- No benefit will be applicable if there is diagnosis of any covered critical illness or any signs or symptoms related to any of the covered critical illness, within the Waiting Period as applicable from either the date of issue of the policy or date of Revival whichever is later.
- For any critical illness claim to be valid, the incidence of the condition must be the first occurrence in the lifetime of the Life Insured.
- Insured has to notify the critical illness claim within 90 days of the date of diagnosis of the covered critical illness. However, claims filed even beyond such period may be considered if there are valid reasons for the delay.
- Critical Illness benefit will be paid subject to satisfaction of definitions and exclusions, only once in the complete Policy Term. No benefit will be paid on re-occurrences of the same Critical Illness or on diagnosis of any other Critical Illness after a Critical Illness claim is already paid.
- If the Life Insured is diagnosed with critical illness within the Policy term, the benefits will be paid out even if the survival period of 30 days crosses the Policy Term.

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

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

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

a) Cancer of Specified Severity

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

The following are excluded –

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

b) Open Chest Coronary Artery Bypass Graft:

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

The following are excluded:

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

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

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

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

The following are excluded:

- i. Other acute Coronary Syndromes
- ii. Any type of angina pectoris

- iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

d) Open Heart Replacement or Repair of Heart Valves:

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

e) Kidney Failure Requiring Regular Dialysis:

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

f) Third Degree Burns:

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

g) Major Organ / Bone Marrow Transplant:

The actual undergoing of a transplant of:

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

The following are excluded:

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

h) Permanent Paralysis of Limbs:

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

i) Stroke resulting in permanent symptoms:

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

The following are excluded:

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

j) Major Surgery Of Aorta:

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

k) Coma of Specified Severity:

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

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

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

l) Blindness:

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

The Blindness is evidenced by:

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

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

Exclusions for the Critical Illness Benefit

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

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

- i. Pre-Existing disease: Pre-Existing Disease means any condition, ailment or injury or disease:
 - a. That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
 - b. For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.
- ii. Intentional self-inflicted injury, attempted suicide while sane or insane.
- iii. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered Medical Practitioner.
- iv. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
- v. Taking part in any naval, military or air force operation during peace time.
- vi. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger, pilot, air crew of a recognized airline on regular routes and on a scheduled timetable.
- vii. Participation by the insured person in a criminal or unlawful act with a criminal intent.
- viii. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping.
- ix. Any external congenital anomaly.
Congenital Anomaly which is in the visible and accessible parts of the body is called External Congenital Anomaly. Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
- x. Failure to seek or follow medical advice where a “medical advice” means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- xi. Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

3. **Income Benefit:**

Events	How and when Benefits are payable	Size of such benefits
Applicable Policy Anniversary(ies)	Without Family Income Benefit: On survival of the Life Insured , while the Policy is In-Force, this benefit is payable as per the Income option chosen, unless converted to Paid-up Addition Benefit.	Guaranteed Income and Cash Bonus (if declared)
	With Family Income Benefit: Whether Life Insured survives or not, while the Policy is In-Force, this benefit is payable as per the Income option chosen, unless converted to Paid-up Addition Benefit.	Guaranteed Income and Cash Bonus (if declared)

4. **Maturity Benefit:**

Events	How and when Benefits are payable	Size of such benefits
Policy Maturity	Without Family Income Benefit: On survival of the Life Insured till the Maturity Date, while the Policy is In-Force, the Maturity Benefit is payable as lumpsum.	Sum Assured on Maturity, the cumulative Paid-up Additions on Maturity, if any and Terminal Bonus, if declared, will be payable.
	With Family Income Benefit: On survival of the Life Insured till the Maturity Date, while the Policy is In-Force, the Maturity Benefit is payable as lumpsum.	Sum Assured on Maturity, the cumulative Paid-up Additions on Maturity, if any and Terminal Bonus, if declared, will be payable.
	With Family Income Benefit: On the Maturity Date, if the Life Insured is not alive, while the Policy is In-Force, the Maturity Benefit is payable as lumpsum.	Sum Assured on Maturity and Terminal Bonus, if declared, will be payable.

5. **Option to convert Income Benefit into Paid-up Additions:** Policyholder will have the option to convert future Income Benefit to Paid-up Additions Benefit. Paid-up Additions Benefit are benefits which get accrued to the policy in lieu of cash pay-out of Income Benefit in the form of Paid-up Additions on Maturity and Paid-up Additions on Death. Unless withdrawn, Paid-Up-Additions can either be paid on death, maturity or surrender, whichever is earlier.

Policyholder can choose Paid-up Additions Benefit at the inception of Policy or at any subsequent Policy Anniversary by submitting a written request to the Company 60 days prior to such Policy anniversary. If Family Income Benefit is chosen, there will be no option to convert future Income Benefit to Paid-up Additions Benefit after diagnosis of the Covered Critical Illnesses. At any point of time during the Policy Term, Policyholder also has an option to switch from Paid-up Additions Benefit to cash payout. This switching is allowed only on Policy Anniversary subject to receipt of written request 60 days prior to such Policy Anniversary. The conversion of Income Benefit to Paid-up Additions Benefit will cease once the Life Insured attains age of 75 years post which Income Benefit will be paid as cash payout. However, the Paid-up Additions Benefit already accrued will continue and will be paid as and when due.

'Paid-up Additions on Maturity' is calculated as {'Paid-up Additions Benefit' factor X (Income Benefit converted to Paid-up Additions Benefit)}

'Paid-up Additions Benefit' factors are as mentioned below:

Age at which Income Benefit is converted to Paid-Up Additions Benefit	Maturity Age			Age at which Income Benefit is converted to Paid-Up Additions Benefit	Maturity Age		
	Till Age 99	Till Age 85	Till Age 75		Till Age 99	Till Age 85	Till Age 75
75	1.1065	1.0829	NA	37	1.3453	1.3410	1.3272
74	1.1229	1.0953	1.0112	36	1.3474	1.3433	1.3304
73	1.1384	1.1075	1.0228	35	1.3494	1.3455	1.3334

72	1.1530	1.1204	1.0349	34	1.3512	1.3476	1.3363
71	1.1666	1.1328	1.0472	33	1.3530	1.3496	1.3389
70	1.1795	1.1451	1.0598	32	1.3546	1.3515	1.3415
69	1.1916	1.1570	1.0724	31	1.3562	1.3532	1.3439
68	1.2029	1.1687	1.0851	30	1.3576	1.3549	1.3461
67	1.2135	1.1796	1.0977	29	1.3590	1.3565	1.3482
66	1.2234	1.1903	1.1102	28	1.3603	1.3579	1.3502
65	1.2327	1.2005	1.1225	27	1.3616	1.3593	1.3521
64	1.2414	1.2103	1.1346	26	1.3627	1.3606	1.3539
63	1.2495	1.2195	1.1461	25	1.3638	1.3618	1.3555
62	1.2549	1.2284	1.1577	24	1.3648	1.3629	1.3570
61	1.2600	1.2368	1.1693	23	1.3657	1.3640	1.3585
60	1.2650	1.2447	1.1801	22	1.3666	1.3650	1.3598
59	1.2698	1.2518	1.1906	21	1.3674	1.3659	1.3611
58	1.2744	1.2576	1.2008	20	1.3682	1.3668	1.3623
57	1.2790	1.2632	1.2106	19	1.3689	1.3676	1.3634
56	1.2834	1.2686	1.2200	18	1.3696	1.3684	1.3644
55	1.2877	1.2738	1.2289	17	1.3703	1.3691	1.3654
54	1.2919	1.2789	1.2375	16	1.3709	1.3698	1.3664
53	1.2960	1.2838	1.2457	15	1.3715	1.3705	1.3673
52	1.2999	1.2885	1.2530	14	1.3721	1.3712	1.3682
51	1.3038	1.2931	1.2599	13	1.3727	1.3719	1.3690
50	1.3076	1.2975	1.2663	12	1.3733	1.3725	1.3698
49	1.3112	1.3018	1.2724	11	1.3739	1.3731	1.3706
48	1.3148	1.3059	1.2783	10	1.3744	1.3737	1.3714
47	1.3182	1.3099	1.2840	9	1.3750	1.3743	1.3721
46	1.3215	1.3137	1.2893	8	1.3755	1.3749	1.3728
45	1.3246	1.3173	1.2944	7	1.3760	1.3754	1.3735
44	1.3277	1.3208	1.2993	6	1.3764	1.3759	1.3741
43	1.3306	1.3241	1.3039	5	1.3769	1.3763	1.3747
42	1.3333	1.3273	1.3083	4	1.3772	1.3767	1.3752
41	1.3360	1.3303	1.3125	3	1.3775	1.3771	1.3756
40	1.3385	1.3332	1.3165	2	1.3776	1.3772	1.3759
39	1.3409	1.3359	1.3203	1	1.3770	1.3766	1.3753
38	1.3432	1.3385	1.3238	0	1.3761	1.3758	1.3746

'Paid-up Additions on Death' is defined as:

Max {1.25 * (Income Benefit converted into Paid-up Additions Benefit), 'Paid-up Additions on Maturity'}

Cumulative 'Paid-up Additions on Maturity' is sum of all Paid-up Additions on Maturity added to the policy on conversion of Income Benefit to Paid-up Additions Benefit net off sum of all withdrawn Paid-up Additions on Maturity.

Cumulative 'Paid-up Additions on Death' is sum of all Paid-up Additions on Death added to the policy on conversion of Income Benefit to Paid-up Additions Benefit net off sum of all withdrawn Paid-up Additions on Death.

There will be an annual Guaranteed Income of 1.70% of Cumulative 'Paid-up Additions on Maturity'. The Guaranteed Income will be converted to Paid-up Addition Benefit unless the Policyholder opts out of the Paid-up Addition Benefit or on Life Insured attaining Age 75, in which case it will be paid in cash.

Cumulative 'Paid-up Additions on Maturity' will also participate in the participating fund and will be entitled to Cash Bonus (if declared) starting from the next Policy Anniversary. A separate Cash Bonus may be declared annually as a percentage of Cumulative 'Paid-up Additions on Maturity' based on the performance of the participating fund. The Cash Bonus (if declared) will be converted to Paid-up Addition Benefit unless the policyholder opts out of the Paid-up Addition Benefit or on Life Insured attaining Age 75, in which case it will be paid in cash.

The Benefits under Paid-up Additions Benefit shall be as follows:

Death Benefit: On death of Life Insured, during the Policy Term while the Policy is In-Force, cumulative Paid-up Additions on Death will be payable. After the death of the Life Insured, there will be no option to convert the future Income Benefit to Paid-Up Additions Benefit even if Family Income Benefit is chosen.

Maturity Benefit: On survival of the Life Insured till Maturity Date, while Policy is In-Force, cumulative Paid-up Additions on Maturity, is payable as lumpsum.

Withdrawal of Paid-up Additions Benefit: You will be allowed to withdraw the entire cumulative Paid-up Additions Benefit anytime during the Policy Term without surrendering the Policy and receive the Cash Value of Paid-up Additions Benefit as explained in the Surrender Benefit section under Part D.

6. 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 two Policy Years 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 period as mentioned in clause 3 of Part D. ii. If all the Premiums for at least first two Policy Years have been paid in full, 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.
d)	Reduced Paid-up
	Once your Policy has acquired the Reduced Paid-Up status, the following amounts will be applicable: Reduced Paid-Up Sum Assured on Death = Sum Assured on Death x Reduced Paid-Up Factor Reduced Paid-Up Sum Assured on Maturity = Sum Assured on Maturity x Reduced Paid-Up Factor Reduced Paid-Up Cash Bonus = Cash Bonus (if declared) x Reduced Paid-Up Factor Reduced Paid-Up Guaranteed Income = Guaranteed Income x Reduced Paid-up Factor Where, Reduced Paid-Up Factor for benefits other than Guaranteed Income = Number of Premiums paid/ Number of Premiums payable Reduced Paid-Up Factor for Guaranteed Income is as below: For Early Income Option:

$\frac{\{(Policy\ Term - 1) * (Number\ of\ premiums\ paid / Number\ of\ premiums\ payable) - No.\ of\ Guaranteed\ Income\ paid\}}{(Policy\ Term - Premium\ Paying\ Term)}$

For Deferred Income Option:
(Number of premiums paid/ Number of premiums payable)

Under Early Income Option, once the policy becomes Reduced Paid-up, the Guaranteed Income pay-outs shall be stopped immediately until the end of the Premium Paying Term. After the completion of Premium Paying Term, Reduced Paid-up Guaranteed Income pay-outs will commence.

Other Reduced paid-up benefits will be paid as and when due after policy acquires 'Reduced Paid-up' status.

'Reduced Paid-up' policy will not be eligible for terminal bonus, if any.

If the Policyholder has opted for 'Paid-up Additions Benefit', and the Policy becomes 'Reduced Paid-up', future Reduced paid-up Cash Bonus (if declared) and Reduced paid-up Guaranteed Income will continue to be converted to 'Paid-up Additions Benefit' unless explicitly switched to cash payouts. There will be no reduction to the cumulative 'Paid-up Additions Benefits', if any, accrued to the policy.

If the Policyholder has not opted for 'Paid-up Additions Benefit', and the Policy becomes 'Reduced Paid-up', the Policyholder has the option to convert future Reduced paid-up Cash Bonus (if declared) and Reduced paid-up Guaranteed Income to 'Paid-up Additions Benefits'.

The following benefits will be payable for a Reduced Paid-Up Policy:

Events	How and when Benefits are payable	Size of such benefits
Death of the Life Insured	Without Family Income Benefit: In case of death of the Life Insured during the Policy Term, while the Policy is in Reduced Paid-Up status, the Reduced Paid-Up Death Benefit will be payable as lumpsum and the policy terminates.	Reduced Paid-Up Death Benefit is Reduced Paid-Up Sum Assured on Death along with Reduced Paid-Up Guaranteed Income and Reduced Paid-Up Cash Bonus (if declared) applicable for the Policy Year, and cumulative Paid-up Additions on death, if any.
	With Family Income Benefit: In case of death of the Life Insured during the Policy Term, while the Policy is in Reduced Paid-Up status, the Reduced Paid-Up Death Benefit will be payable as lumpsum, and Policy will continue for remaining Reduced Paid-Up benefits.	Reduced Paid-Up Death Benefit is Reduced Paid-Up Sum Assured on Death along with cumulative Paid-up Additions on death, if any.
Applicable Policy Anniversary(ies)	Without Family Income Benefit: On survival of the Life Insured, while the Policy is in Reduced Paid-Up status, the Reduced Paid-Up Income Benefit is payable as per the Income option chosen, unless converted to Paid-up Additions Benefit.	Reduced Paid-Up Income Benefit is Reduced Paid-Up Guaranteed Income and Reduced Paid-Up Cash Bonus (if declared)
	With Family Income Benefit: Whether Life Insured survives or not, while the Policy is in Reduced Paid-Up status, the Reduced Paid-Up Income Benefit is payable as per the Income option chosen, unless converted to Paid-up Additions Benefit.	Reduced Paid-Up Income Benefit is Reduced Paid-Up Guaranteed Income and Reduced Paid-Up Cash Bonus (if declared)
Policy Maturity	Without Family Income Benefit: On survival of the Life Insured till the Maturity Date, while the Policy is in Reduced Paid-Up status, the Reduced Paid-Up Maturity Benefit is payable as lumpsum.	Reduced Paid-Up Maturity benefit is Reduced Paid-Up Sum Assured on Maturity along with the cumulative Paid-up Additions on Maturity, if any.
	With Family Income Benefit: On survival of the Life Insured till the Maturity Date, while the	Reduced Paid-Up Maturity benefit is Reduced Paid-Up Sum Assured on

		Policy is in Reduced Paid-Up status, the Reduced Paid-Up Maturity Benefit is payable as lumpsum.	Maturity along with the cumulative Paid-up Additions on Maturity, if any.	
		With Family Income Benefit: On the Maturity Date, if the Life Insured is not alive, while the Policy is in Reduced Paid-Up status, the Reduced Paid-Up Maturity Benefit is payable as lumpsum.	Reduced Paid-Up Maturity benefit is Reduced Paid-Up Sum Assured on Maturity	

SAMPLE

PART – D

1. Surrender Benefit:

The Policy will acquire Surrender Value if all the Premiums have been paid in full for at least first two Policy Years. On Surrender, 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. On receipt of a written request for Surrender from you, we will pay the higher of Guaranteed Surrender Value ('GSV') or (Special Surrender Value ('SSV') plus cash value of Cumulative Paid-up Additions on Maturity).

Guaranteed Surrender Value ('GSV') : The Guaranteed Surrender Value is surrender value of Total Premiums Paid less sum of Income Benefit already paid.

Surrender value of Total Premiums Paid is 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 give in Table I.

Special Surrender Value ('SSV') : Your Policy also acquires a Special Surrender Value. Before making a request for Surrender, you may approach us to know about the Surrender Value in respect of your Policy and Cash Value of Cumulative Paid-Up Additions on Maturity, if any.

2. Loan under the Policy:

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

Without Family Income Benefit: 60%

With Family Income Benefit: 50%

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 for policy loan as on Mar 2020 is 8.85% per annum. The interest rate methodology is reviewable with prior approval from IRDAI. The Company will review the interest rate at least once a year and if the interest rate is revised, the same interest rate will be applied to both existing and new loan from the date of revision.
- (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 Income 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. Revival:

If due premiums are not paid within the Grace Period, the Policy shall lapse or become Reduced Paid-up as the case may be. Any such Policy may be revived within a revival period of five years from the due date of the first unpaid Premium by giving us a written intimation to revive the Policy and payment of all overdue Premiums with interest, as may be declared by 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 based on G-sec rate with 1 - 2 years maturity. Source to determine the G-Sec yield is www.ccilindia.com. The per month interest rate shall be $(x + 3\%)/12$ rounded upto nearest 0.25%, where x is G-Sec rate with 1 to 2 years maturity. The interest rate to be charged as on Mar 2020 is 0.75% per month on unpaid premiums for every completed month from the date of the first unpaid premium. The interest rate methodology is reviewable with prior approval from IRDAI. The Company will review the interest rate at least once a year.

4. **Free Look Period:**

You may return this Policy to us within 15 days of receipt of the Policy and period of 30 days in case of electronic policies and policies obtained through distance mode if you disagree with any of the terms and conditions by giving us written reasons for your objection. We will refund the Premium received after deducting stamp duty charges, proportionate risk premium for the period of cover and medical expenses (if any).

5. **Termination of Policy:**

The Policy will terminate at the earliest of:

- i. The date of processing the Free Look cancellation request; or
- ii. The date of intimation of the death of the Life Insured if Family Income Benefit is not selected; or
- iii. The Maturity Date; or
- iv. The date of payment of Surrender Value of the Policy; or
- v. The date on which the revival period ends, while Policy continues to be in lapsed status as per clause 8 (c) of Part C on Premium Discontinuance; or
- vi. For Reduced Paid-up policies, the date on which the outstanding loan amount along with accrued interest exceeds the Surrender Value

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

PART – E

Not Applicable.

SAMPLE

PART – F

GENERAL TERMS AND CONDITIONS

a)	Exclusions:
	<p>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 available as on the date of death whichever is higher, provided the Policy is In-Force.</p>
b)	Death Claim Procedure:
	<p>We shall be given a written notice of the Life Insured's death and, shall be provided with the following documents for us to assess the claim:</p> <ol style="list-style-type: none">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 nominationv. 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> <ol style="list-style-type: none">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 <p>You are requested to intimate us of the claim at any of our branch offices or to our Corporate Office address mentioned below:</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Limited 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisstokio.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>
c)	Critical Illness Claim Procedure:
	<p>We shall be given written intimation of the Life Insured's Critical Illness immediately and in any event within 90 days from the date of diagnosis of the Covered Critical Illness. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant. We shall be provided with the following documents to assess the claim:</p> <ol style="list-style-type: none">a) Claim form duly filled and signed by the Life Insured (in case of critical illness)b) Copy of diagnosis report confirming the occurrence of Critical Illness which is acceptable to Us;c) All past and present medical records (such as admission notes, Indoor case papers, discharge summary, daily records and investigation test reports, surgical notes), if applicable;d) The original Policy Documente) A copy of the Life Insured's photo identification proof, address proof and bank account details with a copy of the cancelled cheque;

	<p>f) Treating doctor certificate filled by the doctor treating the Life Insured for the diagnosed ailment; g) Hospital certificate duly filled in by the hospital where the Life Insured was admitted; h) Any other information or documentation that We request.</p> <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below. Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirool Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisstokio.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>
d)	Maturity Claim Procedure:
	<p>In case of Maturity Claims: We shall be given the following documents for us to process the claim: a) The original Policy document; b) The maturity claim form, duly completed;</p> <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below. Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirool Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisstokio.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>
e)	Nomination:
	<p>Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. <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></p>
f)	Assignment:
	<p>Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time. <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>
g)	Validity/ Non-Disclosure:
	<p>(i) If you or anyone acting on your behalf makes, fraudulent, misleading or dishonest representation in any respect, then this Policy shall be dealt with in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time.</p> <p>(ii) <u>Misstatement of Age</u> If the date of birth of the Life Insured has been misstated, any amount payable shall be increased or decreased to the amount that would have been provided, as determined by us, given the correct age.</p> <p>If at the correct age, the Life Insured was not insurable under this Policy according to our requirements, we reserve the right to terminate the Policy and any Premiums paid till date, if any, shall be payable by us (subject to Section 45 of the Insurance Act, 1938 as amended from time to time).</p> <p>(iii) <u>Section 41:</u> No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables or the insurer.</p>

	<p>Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.</p> <p>(iv) <u>Section 45:</u> Fraud and Misrepresentation shall be dealt with in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. <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>
h)	Currency, Governing Law and Jurisdiction
	<p>The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.</p> <p>The Policy and any disputes or differences arising under or in relation to the Policy shall be construed in accordance with Indian law and by the Indian courts.</p>
i)	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 all the applicable taxes from the Policyholder.</p>
j)	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. The Company may charge a fee which is currently Rs. 200 (fee is subject to review and maybe amended from time to time) plus a Stamp Duty Fee, as applicable. On issue of the duplicate Policy Document, the original shall automatically cease to have any legal effect.</p>
k)	Intimations and Notices
	<p>All intimations meant for us shall be given to us at our address specified in the Policy document or at any of our branch offices.</p> <p>All notices meant for you will be sent to your address specified in the Policy Schedule. If you do not notify us of any changes to your address, then notices or correspondence sent by us to the last recorded address shall be valid and legally effective.</p> <p>You would need to intimate us of any change in your address to enable us to provide important information pertaining to your Policy.</p>
l)	Entire Contract
	<p>The Policy comprises the entire contract of insurance between you and us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by us in writing through an endorsement.</p> <p>Notwithstanding anything contained in this Policy Document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations, circulars or guidelines issued by IRDAI.</p>
m)	Mode of Communication
	<p>The Company and the Policyholder may exchange communication pertaining to this Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / carry out the mandates of the Policyholder on merits in accordance with such communication.</p> <p>While accepting requests / mandate from the Policyholder through electronic mail, the Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act, 2000 as amended from time to time and/or such other applicable laws in force from time to time.</p>
n)	Vesting of Ownership
	<p>In case the Life Insured is a minor, on attainment of majority the ownership of Policy will automatically vest on the Life Insured.</p>

PART - G

Grievance Redressal Mechanism:

We have established a Grievance Redressal Mechanism to assist in the resolution of any complaint, grievance, or dispute in respect of the Policy. You are requested to submit your complaint at any of the below mentioned touch points:

- Toll free customer care number: 1-800-2121-212 (Mon-Sat 10 AM TO 7 PM).
- Email us at: GRO@edelweisstokio.in
- Write to us at: Customer Care, Edelweiss Tokio Life Insurance Company Ltd, 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirod Road, Kurla (W), Mumbai 400070.
- You can lodge your grievance/complaint at any of our branches/offices

Details of Grievance Redressal officer:

+91-22-71013322 (Between 10 am to 7 pm on Monday to Friday, except public holidays), Email id: GRO@edelweisstokio.in.

We will respond with a resolution within 15 calendar days

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

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

Address for sending the complaint through courier / letter:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
Survey No. 115/1
Financial District
Nanakramguda
Gachibowli
Hyderabad – 500 032, Telangana
Fax No: 91-40-6678 9768

At any point of time, if the resolution does not meet your expectation or if you have not received any reply within a period of one month from the date of receipt of complaint by the Company, you may approach the Insurance Ombudsman for redressal as per Rule 13 and 14 of the Insurance Ombudsman Rules, 2017 ('Insurance Ombudsman Rules').

Powers of Insurance Ombudsman under Rule 13 of the Insurance Ombudsman Rules:

The Ombudsman shall receive and consider the following complaints or disputes relating to:

- a. delay in settlement of claims, beyond the time specified in the Regulations, framed under Insurance Regulatory and Development Authority of India Act, 1999;
- b. any partial or total repudiation of claims by the Company;
- c. disputes over Premium paid or payable in terms of insurance Policy;
- d. misrepresentation of Policy terms and conditions at any time in the Policy Document or Policy contract;
- e. legal construction of insurance policies in so far as the dispute relates to claim;
- f. policy servicing related grievances against the Company and their agents and intermediaries;
- g. issuance of life insurance Policy including health insurance policy which is not in conformity with the Proposal Form submitted by the Proposer;
- h. non-issuance of insurance Policy after receipt of Premium in life insurance including health insurance; and
- i. any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time or the Regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the Policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) as mentioned above.

Manner in which complaint is to be made in accordance with Rule 14 of the Insurance Ombudsman Rules:

1. Any person who has a grievance against the Insurer/Company/Us, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose territorial jurisdiction the branch or office of the Company,

complaint against or the residential address or place of residence of the complainant is located.

SAMPLE

2. The complaint shall be in writing duly signed by the complainant or through his legal heirs, Nominee or Assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
3. No complaint to the Insurance Ombudsman shall lie unless:
 - (a) the complainant makes a written representation to the Company named in the complaint and—
 - i. either the Company had rejected the complaint; or
 - ii. the complainant had not received any reply within a period of one month after the Company received the complainant's representation; or
 - iii. the complainant is not satisfied with the reply given to him by the Company;
 - (b) The complaint is made within one year—
 - i. after the order of the Company rejecting the representation is received; or
 - ii. after receipt of decision of the Company which is not to the satisfaction of the complainant;
 - iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company named in the complaint fails to furnish reply to the complainant.
4. The Insurance Ombudsman shall be empowered to condone the delay in filing a complaint as mentioned above under (3) (b), as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under the Insurance Ombudsman Rules.
5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

THE LIST OF THE OMBUDSMAN WITH THEIR ADDRESSES IS GIVEN BELOW:

<p>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD-380 001. Tel.: 079-25501201/02/05/06</p> <p>Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL-462 003. Tel.: - 0755-2769201/9202</p> <p>Email: bimalokpal.bhopal@cioins.co.in</p>
<p>Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674-2596455/2596461</p> <p>Email: bimalokpal.bhubaneshwar@cioins.co.in</p>	<p>Office of the Insurance Ombudsman, SCO No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.: 0172-2706196/2706468</p> <p>Email: bimalokpal.chandigarh@cioins.co.in</p>
<p>Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668/24335284</p> <p>Email: bimalokpal.chennai@cioins.co.in</p>	<p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, NEW DELHI-110 002. Tel.: 011- 23232481/23213504</p> <p>Email: bimalokpal.delhi@cioins.co.in</p>
<p>Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361- 2632204 / 2602205</p> <p>Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Office of the Insurance Ombudsman, 6-2-46, 1st Floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040-23312122</p> <p>Email: bimalokpal.hyderabad@cioins.co.in</p>
<p>Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel: 0484-2358759/2359338</p> <p>Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4th Floor, 4, C.R.Avenue, KOLKATA - 700072 Tel: 033-22124339/22124340</p> <p>Email: bimalokpal.kolkata@cioins.co.in</p>
<p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330</p> <p>Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel: 022- 69038821/23/24/25/26/27/28/28/29/30/31</p> <p>Email: bimalokpal.mumbai@cioins.co.in</p>
<p>Office of the Insurance Ombudsman, Gr. Floor, Jeevan Nidhi - II, Bhawani Singh Marg, JAIPUR – 302005. Tel: 0141-2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth PUNE - 411030. Tel: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>
<p>Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, BENGALURU – 560 078. Tel.: 080 - 26652048 / 26652049</p>	<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road Naya Bans, Sector 15, Distt: Gautam Buddh Nagar NOIDA – 201301. Tel: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>

Email: bimalokpal.bengaluru@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>

Annexure - 1

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
03. Nomination can be made at any time before the maturity of the policy.
04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his:
 - a. parents or
 - b. spouse or
 - c. children or

d. spouse and children

e. or any of them

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

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

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all policies maturing for payment on the commencement of The Insurance Act, 1938 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 thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment; OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the policy shall become payable to policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the policySuch conditional assignee will not be entitled to obtain a loan on policy or Surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or Surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

[Disclaimer: This is a simplified version of Section 38 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.]

SAMPLE

Annexure - 3

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

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

1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 years from
 - a. the date of issuance of policy; or
 - b. the date of commencement of risk; or
 - c. the date of Revival of policy; or
 - d. the date of rider to the policy

- whichever is later.

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

- whichever is later.

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

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

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

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

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

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

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

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

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

SAMPLE

74	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

SAMPLE

