

PART - A

Date: < _____ >

Name of Policyholder:

Address of Policyholder:

Contact Number/(s) of Policyholder:

Dear <Policyholder Name>,

Sub.: Your Policy No. <<_____>> - Edelweiss Tokio Life – Income Builder (An Individual, Non-Linked, Non-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 needs.

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, First Premium Receipt and other related documents, if any, are also enclosed along with this Policy Document for your information and records.

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

For your reference, we are sharing results of your medical examination (if applicable) which 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 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 Office & Corporate Address: 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirod Road, Kurla (W), Mumbai 400070

Edelweiss Tokio Life Insurance Company Limited
Registered & Corporate Office: 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai
400070.

POLICY DOCUMENT - Edelweiss Tokio Life – Income Builder
An Individual, Non-Linked, Non-Par, Savings, Life Insurance Product
UIN: 147N057V03

POLICY PREAMBLE

This Policy is Individual, Non-Linked, Non-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.

POLICY SCHEDULE

Policy Number	Plan Name and UIN
	Edelweiss Tokio Life – Income Builder (UIN: <u>147N057V03</u>)

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/Date of Inception of the Policy	<<dd/mm/yyyy>>
Plan Option	<< Base /Secured Income >>
Policy Term	<<6 7 8 10 12 years>>
Premium Paying Term	<<Single 7 10 12 years>>
Premium Payment Option	<<Single Premium Regular Premium >>
Premium Paying Frequency	<<Annual / Semi-Annual / Quarterly / Monthly / Single>>
Payout Period	<<__ years>>
Payout Frequency	<<Annual / Semi-Annual / Quarterly / Monthly>>
Number of Regular Income Instalments	<<__>>
First Payout Date	<<dd/mm/yyyy>>
Maturity Benefit Option	<< Regular Income / Regular Income plus Lumpsum >>
Annual Premium	Rs.
Annualised Premium/Single Premium	Rs.
Modal Premium plus Applicable Taxes	Rs. << amount>>
Premium Paying Due Date	<< Date & Month of every year / Date of every month >>
Last Premium Due Date	<<dd/mm/yyyy>>
Maturity Date	<<dd/mm/yyyy>>

BENEFIT INFORMATION

Sum Assured on Death	: Rs.
Critical Illness Sum Assured	: Rs. << applicable if Secured Income Option is selected as the Plan Option>>
Regular Income Instalment Amount	: Rs.
Lumpsum Payout Amount	: Rs. << applicable if Regular Income Plus Lumpsum is selected as the Maturity Benefit Option>>

Rider Name	UIN	Sum Assured	Modal Premium plus Applicable Taxes	Policy / Rider 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 – 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 with 'Secured Income' Plan Option and 'Single Premium' Premium Payment Option.

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 Schedule in detail and check for the accuracy of information provided therein. In case you notice any mistake you may return the Policy 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 an amount stated in the Policy Schedule paid by you to us in a Policy Year including any loadings for modal premiums and underwriting extra premiums but excluding applicable taxes.
Annualised Premium	means an amount payable in a Policy Year chosen by the Policyholder as mentioned in the Policy Schedule, 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.
Critical Illness Sum Assured:	means an amount stated in the Policy Schedule, payable by us as per Clause II of Part C.
Grace Period:	means the number of days from the Premium Paying Due Date specified in the Policy Schedule for the payment of Premium without any penalty/late fee and during which the Policy is considered to be In-Force with the risk cover.
Death Benefit:	means the benefit which is payable by us on death of the Life Insured as per Clause III of Part C.
IRDAI / Authority:	means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
In-Force:	means the status of the policy during the Policy Term when all the due Premiums have been paid/waived or the policy is not in a state of discontinuance
Insurance Act:	means IRDAI Act, 1999, The Insurance Act, 1938 as amended from time to time
Life Insured:	means the person named in the Policy Schedule whose life is insured under this Policy.
Lumpsum Payout:	means an amount stated in the Policy Schedule, payable by us as per Clause I of Part C.
Maturity Date:	means the date specified in the Policy Schedule, on which the insurance cover expires..
Medical Practitioner:	<p>means a person who holds a valid registration from the Medical Council of any State 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 its scope and jurisdiction of license. 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 an 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, to secure the benefits under this Policy.
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.

Payout Period:	means the period as specified in the Policy Schedule over which the payouts under Maturity Benefit are payable. The Payout Period commences immediately after the end of the Policy Term.
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/You/you/Your/your:	means or refers to the Policyholder stated in the Policy Schedule.
Policy Anniversary:	means the date in every year of the Policy Term corresponding with the Policy Commencement Date as specified in the Policy Schedule. If the said corresponding date is not available in the calendar year then the last day of that calendar month will be taken for this purpose.
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 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.
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 Paying Term:	means the term during which the Premiums are payable by you to us under this Policy. For Single Premium Payment Option, the term is one year and for Regular Premium Payment Option, Policy Term is the Premium Paying Term.
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 this Policy.
Regular Income Instalment:	means an amount stated in the Policy Schedule, payable by us as per Clause I of Part C.
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 (discontinued due to the non-payment of premiums by you), upon receipt of all due premiums and other charges, if any, as per the terms and conditions of this Policy.
Risk Commencement Date/ Date of Inception of the Policy:	means the date as stated in the Policy Schedule on which your risk cover under this Policy commences.
Sum Assured on Death:	means an amount stated in the Policy Schedule.
Surrender:	means the complete withdrawal or termination of the Policy by you.
Surrender Value:	means an amount payable on Surrender of this Policy as per Clause I of Part D of this Policy.
Total Premiums Paid	means the total of all the Premiums received, excluding any extra premium, any rider premium and applicable taxes.
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

I. Maturity Benefit :

The Maturity Benefit is payable in the form of Regular Income or Regular Income plus Lumpsum depending on the Maturity Benefit Option chosen by Policyholder at inception and shown in your Policy Schedule.

The Maturity Benefit Option as detailed below once chosen at inception cannot be changed during the Policy Term.

a) Regular Income

As mentioned in the Policy Schedule and provided the Policy is In-Force, Regular Income Instalment shall be payable starting from the First Payout Date which falls after the Maturity Date, as per the chosen Payout Frequency. The Regular Income Instalment Amount will be payable till the end of the Payout Period for the Number of Regular Income Instalments as mentioned in the Policy Schedule.

Policyholder has the option to advance the First Payout Date by a maximum of 30 days. This option can be exercised only once and at least 90 days before the Maturity Date. If the Policyholder has exercised this option, Revised Regular Income Instalment⁺ shall be payable starting from the Revised First Payout Date⁺⁺. Subsequent Revised Regular Income Instalment shall be payable in line with the Revised First Payout Date⁺⁺ in the Payout Frequency (as mentioned in the Policy Schedule) for the Number of Regular Income Instalments (as mentioned in the Policy Schedule). The Revised First Payout Date⁺⁺ shall always fall after the Maturity Date.

b) Regular Income plus Lumpsum

As mentioned in the Policy Schedule and provided the Policy is In-Force, Regular Income Instalment shall be payable starting from the First Payout Date which falls after the Maturity Date, as per the chosen Payout Frequency. The Regular Income Instalment Amount will be payable till the end of the Payout Period for the Number of Regular Income Instalments as mentioned in the Policy Schedule.

In addition, the Lumpsum Payout shall be payable at the end of the Payout Period along with the last Regular Income Instalment.

Policyholder has the option to advance the First Payout Date by a maximum of 30 days. This option can be exercised only once and at least 90 days before the Maturity Date. If the Policyholder has exercised this option, Revised Regular Income Instalment⁺ shall be payable starting from the Revised First Payout Date⁺⁺. Subsequent Revised Regular Income Instalment shall be payable in line with the Revised First Payout Date⁺⁺ in the Payout Frequency (as mentioned in the Policy Schedule) for the Number of Regular Income Instalments (as mentioned in the Policy Schedule). The Revised First Payout Date⁺⁺ shall always fall after the Maturity Date.

In addition, a Revised Lumpsum Payout⁺⁺⁺ shall be payable with the last Revised Regular Income Instalment.

*Revised Regular Income Instalment = Regular Income Instalment / (1 + 6%)^(Number of days for which Regular Income Instalment is advanced/365)

For example, if the Policyholder decides to advance the Regular Income Instalment of 1,00,000 by 15 days, then,

$$\text{Revised Regular Income Instalment} = 1,00,000 / (1 + 6\%)^{(15/365)} = 99,760.83$$

⁺⁺Revised First Payout Date is the date chosen by the Policyholder by exercising the option to advance the First Payout Date.

***Revised Lumpsum Payout = Lumpsum Payout / (1 + 6%)^(Number of days for which Regular Income Instalment is advanced/365)

II. Critical Illness Benefit:

This benefit will be applicable only if the Plan Option selected is Secured Income.

If the Life Insured is diagnosed with one of the covered Critical Illness conditions, during the Policy Term and while the Policy is In-Force, we will pay the Critical Illness Sum Assured (as mentioned in the Policy Schedule) as lumpsum provided Life Insured has survived for a period of 30 days following the date of diagnosis. In addition, all the future Premiums will be waived and the policy will continue for Death Benefit, Surrender Benefit and Maturity Benefit. The Maturity Benefit shall be paid in accordance with the Maturity Benefit Option chosen.

If the Life Insured is diagnosed with one of the covered Critical Illness conditions, during the Policy Term and while the Policy is In-Force, the Critical Illness Benefit will be paid out even if the survival period of 30 days crosses the policy term.

In case of death within 30 days following date of diagnosis of the covered Critical Illness conditions, during the Policy Term, only Death Benefit as mentioned in Clause III of Part C will be payable and Critical Illness Benefit will not become payable.

For any Critical Illness Claim to be valid, the incidence of the Critical Illness condition must be the first occurrence in the lifetime of the Life Insured. 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.

No Critical Illness Benefit will be payable if the diagnosis of Critical Illness or any signs or symptoms related to Critical Illness is within the Waiting Period.

Below mentioned Critical Illnesses 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 Specified 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	Total Blindness

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

Definitions and Exclusions of Critical Illnesses covered under Critical Illness Benefit:

a) Cancer of Specified Severity

A malignant tumour 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 cancers are excluded –

- All tumors which are histologically described as carcinoma in situ, benign, pre- malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;

- d. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- e. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f. Chronic lymphocytic leukaemia less than RAI stage 3
- g. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- h. 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;
- i. All tumours 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:

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

c) Myocardial infarction (First Heart Attack of Specified 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:

- a. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- b. new characteristic electrocardiogram changes
- c. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- a. Other acute Coronary Syndromes
- b. Any type of angina pectoris
- c. 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:

- a. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- b. 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:

- a. Other stem-cell transplants
- b. 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:

- a. Transient ischemic attacks (TIA)
- b. Traumatic injury of the brain
- c. 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:

- a. no response to external stimuli continuously for at least 96 hours;
- b. life support measures are necessary to sustain life; and
- c. 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) Total Blindness

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

The Blindness is evidenced by:

- a. corrected visual acuity being 3/60 or less in both eyes or ;
- b. 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.

No Critical Illness Benefit will be payable if the diagnosis of Critical Illness or any signs or symptoms related to Critical Illness is within the Waiting Period.

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 –

- a) Pre-Existing disease: Pre-Existing disease is defined as any condition, ailment or disease:
 - i. 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
 - ii. 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 issued by the insurer or its reinstatement.
- b) Intentional self-inflicted injury, attempted suicide while sane or insane.
- c) 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.
- d) 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.
- e) Taking part in any naval, military or air force operation during peace time.
- f) 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.
- g) Participation by the insured person in a criminal or unlawful act with a criminal intent.
- h) 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.
- i) Any 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. Congenital Anomaly which is in the visible and accessible parts of the body is called External Congenital Anomaly.
- j) 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.
- k) 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.

III. Death Benefit:

When Payable	Amount Payable
a) Under the Base Option	
If the Life Insured dies during the Policy Term while the Policy is In-Force;	We shall pay Sum Assured on Death (as mentioned in Policy Schedule) or 105% of Total Premiums Paid till date of death, whichever is higher.
b) Under the Secured Income Option	
If the Life Insured dies prior to making any claim for the defined Critical Illness Benefit during the Policy Term while the Policy is In-Force;	<p>We shall pay Sum Assured on Death (as mentioned in Policy Schedule) or 105% of Total Premiums Paid till date of death, whichever is higher.</p> <p>In addition, the Regular Income Instalment and Lumpsum Payout, if applicable as per Maturity Benefit Option chosen will be paid. After the date of death of the Life Insured, no premiums will be required to be paid.</p>
If the Life Insured dies after 30 days following date of diagnosis of the defined Critical Illness during the Policy Term while the Policy is In-Force;	We shall pay Sum Assured on Death (as mentioned in Policy Schedule) or 105% of Total Premiums Paid till date of death, whichever is higher in addition to the applicable benefits as stated under Critical Illness Benefit Section.
<p>Note:</p> <p>Any amount payable as Death Benefit shall be reduced by the following:</p> <ul style="list-style-type: none"> (i) the outstanding loan amount and accumulated interest, if any; (ii) the unpaid premiums in the Policy Year when death occurs. 	

If the death happens after the Policy Term and during the Payout Period, the Nominee will continue to receive the payouts as per Maturity Benefit Option chosen.

IV. Payment Of Premium & Discontinuance Of Premium Payment:

a)	Payment of Premium:
	You shall pay Premium for the entire Premium Paying Term. The amount of Premium payable, the frequency at which it must be paid 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 Annualised Premium.
b)	Grace Period:
	<p>If We do not receive the Premium in full by the Premium Paying Due Date, then:</p> <p>(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.</p> <p>(ii) All the benefits under the Policy, if any will continue to apply during the Grace Period subject to the deduction of the due premiums from the benefits.</p>
c)	Premium Discontinuance (for Regular Premium Payment Option)
	<p>(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 III of Part D.</p> <p>(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.</p> <p>You will be given five years from the date of first unpaid Premium to revive the Policy.</p>
d)	Reduced Paid-Up
	<p>Once your Policy has acquired the Reduced Paid-Up status, the following benefits will become payable:</p> <p><u>Reduced Paid-Up Maturity Benefit (for both Plan Options)</u> Reduced Paid-Up Regular Income Instalment[^] and Reduced Paid-Up Lumpsum Payout[#], if applicable as per the Maturity Benefit Option chosen will be paid.</p> <p><u>Reduced Paid-Up Critical Illness Benefit</u> This benefit will be applicable only if the Plan Option selected is Secured Income. If the Life Insured is diagnosed with one of the covered Critical Illness conditions, during the Policy Term and while the Policy has become Reduced Paid-Up, we will pay the Reduced Paid-Up Critical Illness Sum Assured⁵ as lumpsum provided Life Insured has survived for a period of 30 days following the date of diagnosis. In addition, the policy will continue for Reduced Paid-up Benefits. The Reduced Paid-Up Regular Income Instalment[^] and Reduced Paid-Up Lumpsum Payout[#], if applicable will be payable as per the Maturity Benefit Option chosen.</p> <p>In case of death within 30 days following date of diagnosis of the covered Critical Illness during the Policy Term, only Death Benefit as mentioned under 'Reduced Paid-Up Death Benefit' will be payable and 'Reduced Paid-Up Critical Illness Benefit' will not be payable. The Reduced Paid-Up Regular Income Instalment[^] and Reduced Paid-Up Lumpsum Payout[#], if applicable will be payable as per the Maturity Benefit Option chosen.</p> <p>No Critical Illness Benefit will be payable within the Waiting Period of 90 days from the risk commencement date of the policy or revival whichever is later.</p>

	<p><u>Reduced Paid-Up Death Benefit</u></p> <p>Under the Base Option: If the Life Insured dies during the Policy Term and while the Policy has become Reduced Paid-Up, the Reduced Paid-Up Sum Assured on Death* shall be payable and the Policy will be terminated.</p> <p>Under the Secured Income Option: If the Life Insured dies prior to making any claim for a defined Critical Illness Benefit during the Policy Term and while the Policy has become Reduced Paid-Up, the Reduced Paid-Up Sum Assured on Death* shall be payable. In addition, the Reduced Paid-Up Regular Income Instalment^ and Reduced Paid-Up Lumpsum Payout#, if applicable as per the Maturity Benefit Option chosen shall be payable.</p> <p>If the Life Insured dies after 30 days following the date of diagnosis of the covered Critical Illness during the Policy Term and while the Policy has become Reduced Paid-Up, the Reduced Paid-up Sum Assured on Death shall be payable in addition to the applicable Critical Illness Benefit already paid.</p> <p>Where,</p> <p>*Reduced Paid-Up Sum Assured on Death = Sum Assured on Death x Paid-Up Factor ^Reduced Paid-Up Regular Income Instalment = Regular Income Instalment x Paid-up Factor #Reduced Paid-Up Lumpsum Payout = Lumpsum Payout x Paid-up Factor §Reduced Paid-Up Critical Illness Sum Assured = Critical Illness Sum Assured x Paid-up Factor</p> <p>Where, Paid-Up Factor = Number of Premiums paid/ Number of Premiums payable</p>

PART – D

I. Surrender Benefit:

Conditions for Surrender of the Policy

- a) For Single Premium Payment Option, the Policy will acquire Surrender Value immediately after we have received the Premium.
- b) For the Regular Premium Payment Option, the Policy will acquire Surrender Value only from 2nd Policy Year provided we have received full Premiums for the first two Policy Years
- c) On surrender, the Surrender Value, if any, will be immediately paid, the Policy shall be terminated and all the benefits under the Policy shall cease to apply.

Amount Payable on Surrender

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').

Guaranteed Surrender Value ('GSV')–

The Guaranteed Surrender Value is a specific percentage (as given in the below table) of Total Premiums Paid till the date of Surrender.

Policy Year of Surrender	Policy Term						
	Regular Premium			Single Premium			
	7	10	12	6	8	10	12
1	0.0%	0.0%	0.0%	75.0%	75.0%	75.0%	75.0%
2	30.0%	30.0%	30.0%	80.0%	77.0%	76.0%	76.0%
3	35.0%	35.0%	35.0%	85.0%	80.0%	77.0%	77.0%
4	50.0%	50.0%	50.0%	90.0%	82.0%	79.0%	78.0%
5	70.0%	50.0%	50.0%	91.0%	86.0%	80.0%	79.0%
6	90.0%	50.0%	60.0%	92.0%	88.0%	82.5%	80.0%
7	90.0%	65.0%	65.0%		90.0%	85.0%	82.0%
8		80.0%	70.0%		92.0%	87.5%	84.0%
9		90.0%	80.0%			90.0%	86.0%
10		90.0%	80.0%			92.0%	88.0%
11			90.0%				90.0%
12			90.0%				92.0%

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.

II. Loan under the Policy:

a)	Conditions for grant of a loan under the Policy:						
	<p>You may take a loan under the Policy by giving us a written request provided the Policy has acquired the Surrender Value.</p> <p>The maximum loan amount you may avail will vary for different Premium Payment Options. It would be a percentage of Surrender Value (as given in the below Table) 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.</p> <table><tr><th>Premium Payment Option</th><th>% of Surrender Value</th></tr><tr><td>Single</td><td>60%</td></tr><tr><td>Regular</td><td>80%</td></tr></table>	Premium Payment Option	% of Surrender Value	Single	60%	Regular	80%
Premium Payment Option	% of Surrender Value						
Single	60%						
Regular	80%						
b)	Effect of grant of loan under the Policy:						
	<p>If a loan is granted by us under the Policy, then:</p> <ol style="list-style-type: none">(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 current rate of interest on policy loan is 8.85% per annum. The interest rate methodology is reviewable with prior approval from IRDA of India. 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) For Reduced Paid-Up policies, we will give you a written notice when the outstanding loan plus accrued interest is 95% of the Surrender Value calculated in accordance with Clause I of Part D 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 plus accrued interest is equal to or more than the Surrender Value calculated in accordance with Clause I of Part D 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 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.						

III. 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 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 interest rate will be based on G-sec rate with 1 - 2 year maturity. Source to determine the G-Sec yield is www.ccilindia.com. The per month interest rate shall be $(x + 3\%)/12$ rounded upto nearest 0.25%, where x is G-Sec rate with 1 to 2 year maturity. The interest rate to be charged is currently set at 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.

The Revival will be effected subject to the receipt of the proof of continued insurability of the 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 the Board approved underwriting guidelines of the Company.

IV. Free Look Period:

You may return this Policy to us within 15 days* of receipt of the Policy 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).

* A Free Look Period of 30 days will be offered for policies sold through distance marketing (where distance marketing means sale of insurance products through any means of communication other than in person).

Computation of Free Look Period for e-Insurance Account:

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

- a) For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance policy by the IR.
- b) For New e-Insurance Account: If an application for e-Insurance Account accompanies the proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the e-Insurance Account(e IA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance policy by the IR to the eIA, whichever is later, shall be reckoned for the purpose of computation of the Free Look Period.

V. Termination of Policy

The Policy will terminate at the earliest of:

- a) The date of processing the Free Look cancellation request; or
- b) The date of intimation of the death of the Life Insured if Base Option is selected; or
- c) The Maturity Date; or
- d) The date of payment of Surrender Value of the Policy; or
- e) The date on which the Revival period ends, while Policy continues to be in lapsed status as per clause IV of Part C on Premium Discontinuance; or
- f) 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. However, in case of termination of the Policy due to Maturity, the Maturity Benefit shall continue to be payable until the end of the Payout Period.

PART – E

Not Applicable.

SAMPLE

PART – F

GENERAL TERMS AND CONDITIONS

1.	Exclusion:
	Suicide- In case of death of the Life Insured 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 receive 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.
2.	Maturity Claim Procedure
	<p>In case of Maturity Claims: We shall be given the following documents for us to process the claim:</p> <ol style="list-style-type: none">The original Policy document;The maturity claim form, duly completed; <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below.</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol 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>
3.	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">Claim form duly filled and signed by the Life Insured (in case of critical illness)Copy of diagnosis report confirming the occurrence of Critical Illness which is acceptable to Us;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;The original Policy DocumentA copy of the Life Insured's photo identification proof, address proof and bank account details with a copy of the cancelled cheque;Treating doctor certificate filled by the doctor treating the Life Insured for the diagnosed ailment;Hospital certificate duly filled in by the hospital where the Life Insured was admitted;Any other information or documentation that We request. <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below.</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol 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>

4.	Death Claim Procedure:
	<p>In case of death claims: We shall be given a written intimation 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"> The claim form, duly completed; The original or an attested copy of the death certificate; The original Policy document; Documents to establish right of the claimant in the absence of valid nomination. 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"> Copy of FIR and Panchnama Copy of the Post Mortem report Copy of Newspaper clipping if any Copy of the Final police investigation report Copy of the Charge sheet in case of Murder <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below.</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiro 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>
5.	Nomination:
	<p>Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.</p> <p><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>
6.	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>
7.	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>Mis-statement 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 pay the Premiums paid till date if</p>

	<p>any, shall be payable (subject to Section 45 of the Insurance Act, 1938 as amended from time to time).</p> <p>(iii) Section 41: No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables or the insurer.</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) Section 45: 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.</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>
8.	Currency, Governing Law & Jurisdiction
	<p>(i) The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.</p> <p>(ii) 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>
9.	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 Policyholder all levies including but not limited to Service Tax levied by the authorities on insurance transactions from time to time.</p>
10.	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 (fees 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>
11.	Intimation 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>
12.	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>

	(ii) 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 made or circulars / guidelines issued by IRDAI.
13.	Vesting of Ownership
	In case the Life Insured is a minor, the ownership of Policy will automatically vest on the Life Insured on attainment of majority.

SAMPLE

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, Kiro 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.
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, 2 nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL-462 003. Tel.: 0755-2769201/9202 Email: bimalokpal.bhopal@cioins.co.in
Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674-2596455/2596461 Email: bimalokpal.bhubaneswar@cioins.co.in	Office of the Insurance Ombudsman, SCO No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.: 0172-2706196/2706468 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.: 044-24333668/24335284 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, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel: 0484-2358759/2359338 Email: bimalokpal.ernakulam@cioins.co.in	Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4 th Floor, 4, C.R.Avenue, KOLKATA - 700072 Tel: 033-22124339/22124340 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 -2231331/2231330 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- 69038821/23/24/25/26/27/28/28/29/30/31 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: 020-41312555 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, BENGALURU – 560 078.	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 th Floor, Main Road Naya Bans, Sector 15, Distt: Gautam Buddh Nagar NOIDA – 201301. Tel: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in

<p>Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	
<p>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</p>	

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.]

SAMPLE

Annexure - 2

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or Transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

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.]

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:

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.]