

## PART - A

Date: <>		
Name of Policyholder:		
Address of Policyholder:		
Contact Number/(s) of Policyholder:		
Dear <policyholder name="">,</policyholder>		
Sub.: Your Policy No. <<>	- Edelweiss Tokio Life – Guaranteed I	ncome STAR (A Non-Linked, Non-
Participating, Individual, Savings, Life Insurance Plant	an)	
Thank you for choosing Edelweiss Tokio Life as your pre	eferred life insurance partner.	
We are confident that the product chosen by you will s	uit your need.	
Policy Document: We have prepared your Policy on the basis of the Policy Document in detail and check for the accurate documents as submitted by you are also enclosed a	cy of information. A copy of your Pr	roposal Form and other relevant
Please preserve this Policy Document safely and inf	orm 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 person who has advised you while purchasing this		ce, you may contact your sales
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 provisions 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 & Corporate Office- 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol 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 - Guaranteed Income STAR

A Non-Linked, Non-Participating, Individual, Savings, Life Insurance Plan

UIN: 147N073V02

## **POLICY PREAMBLE**

This Policy is a Non-Linked, Non-Participating, Individual, Savings, Life Insurance Plan. 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 – Guaranteed Income STAR (UIN: 147N073V02)

**Details of the Policyholder:** 

Name	Date of Birth	Age	Gender

Address of the Policyholder	

## Details of the Life Insured:

Name	Date of Birth	Age	Gender

Address of the Life Insured		

Policy Details	
Date of Commencement of Policy	< <dd mm="" yyyy="">&gt;</dd>
Date of Commencement of Risk	< <dd mm="" yyyy="">&gt;</dd>
Policy Term	<<>>>
Premium Paying Term (PPT)	<<5   8   10   12 years>>
Premium Paying Frequency	< <annual half="" monthly="" quarterly="" yearly="">&gt;</annual>
Annual Premium	Rs. << amount>>
Annualized premium	Rs. << amount>>
Modal Premium	Rs. << amount>>
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="">&gt;</dd>
Plan Option	<< Flexible Income/Large Income >>
Income Benefit Pay-out duration (in years)	< <value>&gt;</value>
Income Start Point	< <value>&gt;</value>
Income Benefit Pay-out Frequency	< <annual half="" monthly="" na="" quarterly="" yearly="">&gt;</annual>
Income Benefit Pay-out Type	<< Level income / Increasing income / NA >>
First Income Benefit Pay-out Date	< <dd mm="" yyyy="">&gt;</dd>
Date of Maturity	< <dd mm="" yyyy="">&gt;</dd>
Lumpsum Benefit	Rs. << amount>>/NA
Family Income Benefit on Critical Illness and	< <yes no="">&gt;</yes>
Death	
Family Income Benefit on Death	<< Yes/No>>

#### **BENEFIT INFORMATION:**

Sum Assured on Death (at inception)	: Rs.
Income Benefit Pay-out (First instalment)	: Rs.

Rider Name	UIN	Rider Sum Assured	Modal Premium plus applicable taxes	Term (years)	PPT (years)
< <rider name="">&gt;</rider>	< <uin>&gt;</uin>	< <rider assured="" sum="">&gt;</rider>	< <rider premium="">&gt;</rider>	< <term &gt;&gt;</term 	< <ppt> &gt;</ppt>
Total					

## Nomination details of Nominees of Life Insured:

Name of the Nominee(s)	<nominee 1=""></nominee>	<nominee 2=""></nominee>	<nominee 3=""></nominee>
Age of the Nominee(s)			
<b>Gender of the Nominee</b>			
<b>Nomination Percentage</b>			
Relationship with Life Insured			
Name of the Appointee (if Nominee is a minor)	<appointee 1=""></appointee>	< Appointee 2>	< Appointee 3>
Gender of the Appointee			
Relationship of the Appointee with the Nominee			

Stamp Duty of Rs. /- is paid as provided under Article 47 ( ) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No.(LOA/CSD/ /2021/Validity Period Dt. / / To Dt. / / (O/w.No.)/Date: / / ).

## **Authorised Signatory**

This Policy Document is signed using a digital signature for and on behalf of Edelweiss Tokio Life Insurance Company Limited. Hence it does not require physical signature.

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**

Meaning
means age of the Life Insured on the last birthday at the time of commencement of the policy
means the premium payable in a Policy Year chosen by the Policyholder as stated in the Policy Schedule, including loadings for Modal Premiums and the underwriting extra premiums, if any but excluding the taxes, rider premiums, if any.
means an amount payable in a Policy Year chosen by the Policyholder as stated in the Policy Schedule, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
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.
means the person to whom the rights and benefits are transferred by virtue of an Assignment.
means the process of transferring the rights and benefits to an "Assignee," in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.
means the person who transfers the rights of the life insurance policy to the Assignee.
means the list of Critical Illness read in conjunction with exclusions, definitions and conditions
and as mentioned in clause 2 of part C.
Date of Commencement of Policy is the start date of this Policy.
Date of commencement of risk is the date on which the Company accepts the risk for
insurance (cover) as evidenced in the schedule of the policy.
Date of Maturity means the date specified in the Schedule on which the Policy Term is completed.
means the benefit, which is payable on death of the Life Insured, as stated in the Policy Document.
means a fixed date on which the policy premium is due and payable by the Policyholder.
means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
means an additional optional benefit as selected by the Policyholder at the inception of the Policy only and as mentioned in the Policy Schedule. Once chosen, the Family Income Benefit cannot be opted out. The Family Income benefit is available subject to Board Approved Underwriting Policy.  Under Family Income Benefits, if waiver of premium is triggered, then only base premium will be waived off and Rider premiums, if any, will still require to be paid as and when due.
means the period of 15 days (30 days if the Policy is an electronic policy or is purchased through Distance Marketing where distance marketing means through any means of communication other than in person) from the date of receipt of the Policy Document by the Policyholder to review the terms and conditions of this policy and where the Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this policy as detailed in Condition 4 of Part D of this Policy Document.
Grace period is the time granted by the insurer from the due date for the payment of premium, without any penalty/ late fee, during which time the policy is considered to be inforce with the insurance cover without any interruption as per the terms & conditions of the policy.
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.
means or refers to the benefit explained in clause 3 of Part C.
means a frequency as specified in the Policy Schedule at which the Income Benefit Pay-outs under Income Benefit are payable.

Income Benefit Payout Type:	means one of the following options, as stated in the Policy Schedule, and cannot be changed anytime during the Policy Term.  Level income: Under Large income plan option, the Income Benefit Pay-outs remain constant throughout the remaining Policy Term.  Increasing income: Under Large income plan option, the Income Benefit Pay-outs will increase as detailed in clause 3 of Part C.
Income Start Point	means the year as specified in the Policy Schedule at which the Income Benefit Pay-outs begin.
Income Benefit Payout Duration	means the period, in years, as specified in the Policy Schedule for which the Income Benefit Pay-outs are payable.
Insurance Act:	means IRDA Act, 1999, The Insurance Act, 1938 (4 of 1938) as amended from time to time.
IRDAI / Authority:	means Insurance Regulatory and Development Authority of India.
Life Insured:	means the person on whose life the insurance cover has been accepted.
Lumpsum Benefit:	means the option to add Lumpsum benefit under this plan option in addition to the Income Benefit Pay-out. If the Lumpsum benefit is opted, Sum Assured on Maturity which is equal to 'Maximum of (10, PPT) times the Annualized Premium' will be payable on the maturity of the policy if the Life Assured survives till the end of the policy term. The Lumpsum benefit option has to be chosen only at inception of the policy and once opted cannot be changed during the policy term. The amount of Income Benefit Pay-out will depend on whether the policyholder has opted for the Lumpsum benefit or not.
Material Information:	means the information already known to the Life Insured at the time of applying for Life Insurance, which has a bearing on underwriting of the proposal /Policy submitted.
Maturity Benefit:	means or refers to the benefit explained in clause 4 of Part C
MCLR	means Marginal Cost of Funds Based Lending Rate declared by Banks from time to time.
Medical Practitioner:	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.  The Medical Practitioner should not be:  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
Nomination:	Nomination is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
Nominee:	means the person/(s) named in the Policy Schedule who has/have been nominated by the Policyholder (who is also the Life Insured in the Policy) in accordance with the Section 39 of the Insurance Act, 1938 as amended from time to time to receive the benefits in respect of this Policy.
Non-Participating:	means the Policy is not eligible for share of profit depending upon the Company's experience.
Plan Option:	means or refers to the option as stated in the Policy Schedule.
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/yo u/Your/your:	means or refers to the Policyholder stated in the Policy Schedule.
Policy Anniversary:	means one year from the date of commencement of the Policy and the same date falling each year thereafter, till the Date of Maturity.
Policy/Policy Document:	means this document along with endorsements, if any, issued by the Company which evidences the contract of Insurance between the policyholder and the Company.

Policy Term:	is the policy year in which the last Income Benefit Pay-out and Maturity Benefit, if any, is payable.			
Policy Year:	means the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.			
Premium / Modal Premium:	means the contractual amount payable by the Policyholder at specified times periodically mentioned in the schedule of this Policy Document to secure the benefits under the policy. The premium payable will be "Instalment Premium" which includes instalment Premium for the Base Policy and instalment Premium for Rider(s), if rider(s) has/have been opted for. The ter 'Premium' used anywhere in this Policy Document does not include any taxes which a payable separately.			
Premium Discontinuance:	means the non-payment of premiums by you before the expiry of Grace Period.			
Premium Paying Frequency:	means a frequency as specified in the Policy Schedule at which premiums are payable.			
Premium Paying Term (PPT):	means the period, in years, during which premium is payable.			
Proof of continued insurability:	means the information that may be sought from the policyholder to decide revival of the policy. This includes Form of declaration of Good Health, Medical Reports, Special Reports and any such document as may be called for by the Company, in accordance with the Board Approved Underwriting Policy of the Company.			
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.			
Proposer:	means a person who proposes the life insurance proposal.			
Reduced Paid-up:	means or refers to the status explained in clause 5 of Part C  means the IRDAI (Non-Linked Insurance Products) Regulations, 2019, Master Circular on Point of Sales Products and Persons – Life Insurance and any other applicable laws issued and as may be amended from time to time.			
Regulations:				
Revival / Revival of a Policy:	means restoration of the Policy, which was discontinued due to the non-payment of Premium, by the insurer with all the benefits mentioned in the Policy Document, with or without rider benefits if any, upon the receipt of all the Premiums due and other charges or late fee if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy.			
Revival Period:	means the period of five consecutive years from the date of first unpaid Premium, during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of Premium.			
Rider:	means add-on benefit which the Proposer has purchased separately in addition to basic benefits as specified under this Policy Document.			
Rider Premium:	means the premium payable by the policyholder which is in addition to the premium paid under Base Policy towards the additional cover/benefit opted under the rider, if opted.			
Rider Sum Assured:	means the assured amount payable on happening of a specified event covered under the rider, if opted.			
Schedule / Policy Schedule:	means the part of policy document that gives the specific details of your policy.			
Sum Assured on Death:	means the life insurance cover opted by the Proposer/Policyholder and is guaranteed to become payable on death of the life insured in accordance with the terms and conditions of the policy, as mentioned in clause 1 of Part C of this Policy Document.			
Sum Assured on Maturity:	means an amount stated in the Policy Schedule			
Surrender:	means complete withdrawal / termination of the entire policy before maturity.			
Surrender Value:	means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of this Policy.			

Total Premiums Paid:	means total of all the premiums received, excluding any extra premium, any rider premium and applicable taxes.
Underwriting:	Underwriting is the term used to describe the process of assessing risk and ensuring that the cost of the cover is proportionate to the risks faced by the individual concerned. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium or modified terms, if any, is taken.
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.
UIN:	UIN means the Unique Identification Number allotted to this plan by the IRDAI.
Waiting Period:	<ul> <li>a) In case Family Income Benefit is opted: Waiting Period means the period of 90 calendar days from the Date of Commencement of Risk 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.</li> <li>b) In case Policy is purchased through POS channel: There is a waiting period of 90 calendar days (other than accidental death only) from the Date of Commencement of Risk. The Death Benefit (other than accidental death) during the Waiting Period will be 100% of the Total Premiums Paid till the date of death. The death benefit after expiry of the Waiting Period or on death of the Life Insured due to accident will be the Death Benefit as defined in clause 1 of Part C.</li> </ul>
We/we/Our/our/Us/ us/	means Edelweiss Tokio Life Insurance Company Limited.
Company/Insurer:	

<u>Interpretation</u>: 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	Plan Option	How and when Benefits are payable	Size of such benefits
Death of the Life Insured	All Plan Options	If neither of Family Income Benefits options is selected: 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 will terminate without any further benefits.	Sum Assured on Death will be payable. At any point of time, provided the Policy is In-Force, it will be the highest of:  1. 10 times the Annualized Premium 2. Any absolute amount assured to be paid on death* 3. 10 times the Annual Premium  *Absolute Amount Assured to be paid on Death any time during the policy year will be calculated as below:  ∑ (Remaining Income Benefit Pay-outs multiplied by DB Factor corresponding to the respective Income Benefit Pay-out) plus (Sum Assured on Maturity, if applicable, multiplied by applicable DB Factor)  Death Benefit Factors are mentioned in the
		If either of the Family Income Benefits is selected: 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.	Annexure-5  Sum Assured on Death will be payable. At any point of time, provided the Policy is In-Force, it will be the highest of:  1. 10 times the Annualized Premium 2. Any absolute amount assured to be paid on death* 3. 10 times the Annual Premium  * Absolute Amount Assured to be paid on Death in Nil  In addition, no future Premiums are required to be paid and the Policy will continue as In-Force policy. The Income Benefit Pay-out, if applicable, will continue and in addition on the Date of Maturity, Sum Assured on Maturity, if applicable, will be paid and Policy will terminate without any further benefit.

## Note:

- i. The Death Benefit during the entire Policy Term will not be less than 105% of Total Premiums Paid upto date of death. Death Benefit would be reduced to the extent of unpaid premiums in the Policy Year when death occurs.
- ii. The Death Benefit will be payable even in case of death due to any pandemic such as COVID-19.
- iii. In case the Life Insured is a minor, the risk cover will start from the Date of Commencement of Risk as mentioned in the Policy schedule and on attainment of majority the ownership of Policy will automatically vest on the Life Insured.
- iv. In case of death of the Life Insured who is a minor, the death benefit will be paid to the Proposer in the policy.

v. The Policyholder should ensure that while the Life Insured is still a minor, the Income Benefit Pay-outs are used for the benefits of the minor life.

## 2. Critical Illness Benefit:

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

Events	Plan	How and when Benefits are payable	Size of such benefits
	Option		
Diagnosis of Covered	All Plan	If Family Income Benefit on Critical	On diagnosis of one of the
Critical Illness	Options	Illness and Death is selected: In case of	Covered Critical Illnesses to the
conditions		diagnosis of the Life Insured suffering	Life Insured while the Policy is In-
(applicable if 'Family		from one of the Covered Critical Illness	force, on survival of 30 days
Income Benefit on		Conditions, subject to the Critical	following the date of diagnosis,
Critical Illness and		Illnesses definitions and exclusions	no future premiums are required
Death' is opted and		mentioned below during the Policy	to be paid and Policy will
subject to applicable		Term, while the Policy is In-Force.	continue as In-Force policy.
waiting period)			
			The Income Benefit Pay-out,
			Death Benefit and Maturity
			Benefits, if applicable under the
			Policy will continue till the end of
			the Policy Term.

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 from the date of inception of the policy or revival of the policy, whichever is later.
- 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 (CABG)	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 TaNOMO 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 (CABG):

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 intraarterial 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 laporotomy 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.

#### I) 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:

- 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
- 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.
- ii. Intentional self-inflicted injury or attempted suicide.
- 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 Pay-out:

Events	Plan Option	How and when Benefits are payable	Size of su	ıch benefi	ts	
Applicable Policy Anniversary(ies)	Plan Option Flexible Income	If neither of Family Income Benefits options is selected:  On survival of the Life Insured, while the Policy is In-Force, Income Benefit Pay-out will commence on the date mentioned in the Policy Schedule. Income Benefit Pay-outs will be payable in arrears at the chosen Income Benefit Pay-out Frequency. The Income Benefit Pay-outs will be continued till the date of death of the Life Insured or till the Date of Maturity, whichever is earlier.  If either of the Family Income Benefits is selected:  Whether Life Insured survives or not, while the Policy is In-Force, Income Benefit Pay-out will commence on the date mentioned in the Policy Schedule. Income Benefit Pay-outs will be payable in arrears at the chosen Income Benefit Pay-out Frequency. The Income Benefit Pay-outs will be continued till the Date of Maturity.	<ul> <li>In call Point Prem (PPT) Bene paya</li> <li>In call Point Prem (PPT) Bene ment Sche during compatimes</li> <li>Pay-coment</li> </ul>	se 'Income t' is after the nium Payin ), then the ifit Pay-out tioned in the dule, will t	e Start he g Term n Income t amount he Policy be e Start the g Term Income t amount he Policy e payabl post PPT, two me Benef t he Policy	t / t / le
	Large Income	If neither of Family Income Benefits options is selected:  On survival of the Life Insured, while the Policy is In-Force, Income Benefit Pay-out will commence on the date mentioned in the Policy Schedule and will be payable every five policy years thereafter till the date of death of the Life Insured or till the Date of Maturity, whichever is earlier.  If either of the Family Income Benefits is selected:  Whether Life Insured survives or not, while the Policy is In-Force, Income Benefit Pay-out will commence on the date mentioned in the Policy Schedule and will be payable every five policy years thereafter till the Date of Maturity.	Benefit Parametrione Schedule For PPT 5 Income B be paid and policy year PY, 25th F and 40th For PPT 1 Benefit Parametrione (PY), 20th PY, 35th F In case of Benefit Parametrione Schedule the factor respective	,8 and 10 tenefit Payer t the end car (PY), 15te PY, 30th PY	e, the -out as olicy the -out will of 10th th PY, 20t , 35th PY me be paid oolicy yea PY, 30th h PY. g Income e, the -out as olicy ultiplied e ar	th / ar
			Year	8, 10	12	

	10	1	NA
	15	1.5	1
	20	2	2
	25	2.5	2.5
	30	3	3
	35	3.5	3.5
	40	4	4

## 4. Maturity Benefit:

Events	Plan Option	How and when Benefits are payable	Size of such benefits
		If neither of Family Income Benefits	Sum Assured on Maturity, if
	All Plan Options	options selected is selected: On	applicable, as per the Policy
	All Flail Options	survival of the Life Insured till the	Schedule, will be payable and the
		Date of Maturity, while the Policy is	Policy will terminate without any
		In-Force, the Maturity Benefit, if	further benefit.
Maturity of the		applicable is payable as lumpsum.	
Policy		If either of the Family Income	
Policy		Benefits is selected: On the Date of	
		Maturity whether the Life Insured	
		survives or not, while the Policy is In-	
		Force, the Maturity Benefit, if applicable, is payable as lumpsum.	

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

a)	Payment of Premium:				
	You shall pay the Premium during 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				
	Policy Schedule. If agreed by us, you may change your Premium Paying Frequency during the Premium Pa				
	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 3				
	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).				
-1	Premium Discontinuance				
c)	Premium Discontinuance				
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				
C)					
C)	i. If all the Premiums for at least first two Policy Years have not been paid in full within the Grace Period, the				
C)	<ol> <li>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.</li> </ol>				
Cj	<ul> <li>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.</li> <li>ii. If all the Premiums for at least first two Policy Years have been paid in full, and if we do not received.</li> </ul>				
Cj	<ul> <li>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.</li> <li>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 benefit</li> </ul>				
	<ul> <li>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.</li> <li>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 benefit will continue as per the Reduced Paid-Up provision.</li> </ul>				
d)	<ul> <li>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.</li> <li>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 benefit will continue as per the Reduced Paid-Up provision.</li> <li>Reduced Paid-up</li> </ul>				
	<ul> <li>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.</li> <li>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 benefit will continue as per the Reduced Paid-Up provision.</li> </ul>				
	<ul> <li>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.</li> <li>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 benefit will continue as per the Reduced Paid-Up provision.</li> <li>Reduced Paid-up</li> <li>Once your Policy has acquired the Reduced Paid-Up status, the following amounts will be applicable:</li> </ul>				
	<ul> <li>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.</li> <li>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 benefit will continue as per the Reduced Paid-Up provision.</li> <li>Reduced Paid-up</li> <li>Once your Policy has acquired the Reduced Paid-Up status, the following amounts will be applicable:</li> </ul>				

1				
	Death of the Life Insured	All Plan Options	If neither of Family Income Benefits options selected is selected: In case of death of the Life Insured during the Policy Term, Reduced Paid-up Death Benefit will be payable as lumpsum and policy will terminate without any further benefit.  If either of the Family Income Benefits is selected: In case of death of the Life Insured during the Policy Term, Reduced Paid-up Death Benefit will be payable as lumpsum.	Reduced Paid-up Death Benefit (a)  Reduced Paid-up Death Benefit (a)  The Policy will continue for Reduced paid-up benefits#.
	Applicable Policy Anniversary (ies)	All Plan Options	If neither of Family Income Benefits options selected is selected: On survival of the Life Insured, Reduced Income Benefit Pay-outs will be payable in arrears till the date of death of the Life Insured or till the Maturity Date, whichever is earlier.  If either of the Family Income Benefits is selected: Whether the Life Insured survives or not, Reduced Income Benefit Payouts will be payable in arrears till the Maturity Date.	Reduced Paid-up Income Benefit Pay-out.  Reduced Paid-up Income Benefit Pay-out.
	Maturity of the policy	All Plan Options	If neither of Family Income Benefits options selected is selected: On survival of the Life Insured till the Date of Maturity, Reduced Paid-up Maturity Benefit is payable as lumpsum and the policy will terminate without any further benefit.  If either of the Family Income Benefits is selected: Whether the Life Insured survives till the Date of Maturity or not, Reduced Paid-up Maturity Benefit is payable as lumpsum and the policy will terminate without any further	Reduced Paid-up Sum Assured on Maturity (a)  Reduced Paid-up Sum Assured on Maturity (a).
			benefit. <del>-</del>	

<sup>\*</sup>Reduced paid-up benefits includes Reduced paid-up pay-out and Reduced paid-up Sum Assured on Maturity if applicable.

Sum Assured on Maturity \* Total number of months for which Premiums are paid / Total number of months for which Premiums were originally payable

Reduced Paid-up Death Benefit will as per below:

Sum Assured on Death \* Total number of months for which Premiums are paid / Total number of months for which Premiums were originally payable

Reduced Paid-up Income Benefit Pay-out will as per below:

<sup>(</sup>a) Reduced Paid-up Sum Assured on Maturity will as per below:

Reduced Paid-up Income Benefit Pay-out = Income Benefit Pay-outs due to be paid \* (Total number of months for which Premiums are paid / Total number of months for which Premiums are payable)

less

Total 'Income Benefit Pay-outs' already paid till the policy becomes Reduced paid-up \* (1- Total number of months for which Premiums are paid / Total number of months for which Premiums are payable) / Remaining number of Income Benefit Pay-out instalments till policy became Reduced paid-up



#### 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 ('GSV').

#### Guaranteed Surrender Value ('GSV'):

The Guaranteed Surrender Value is equal to (GSV Factor x Total Premiums Paid) less Total Income Benefit Payouts already paid till the date of surrender, if any

The GSV is floored to zero.

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

<u>Special Surrender Value ('SSV')</u>: Your Policy also acquires a Special Surrender Value. Before making a request for Surrender, you may approach us to know about the Surrender Value in respect of your Policy.

## 2. <u>Loan under the Policy:</u>

<u>Conditions for grant of a loan under the Policy</u>: 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:

- Interest will be charged on the outstanding loan amount at a rate declared by Us 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 October 2021 is 7.80% per annum. The interest on loan will be calculated on annual compounding basis. The interest rate methodology is reviewable with prior approval from IRDAI. We 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.
- For In-Force and fully Paid-up policies: Policy can't be foreclosed on the ground of outstanding loan amount including interest exceeds the Surrender Value. For other than In-force and fully paid-up policies, if at any point of time outstanding loan amount and accumulated interest balance equal or exceed Surrender Value, then the Policy shall be terminated without value. Prior to this, we will notify you when your outstanding loan balance is 95% of the Surrender Value and will give an opportunity to repay all or part of the loan balance.
- Any benefit payable by us on the death of the Life Insured or on applicable Policy Anniversaries as Income
  Benefit Pay-out 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 Us 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 <a href="https://www.ccilindia.com">www.ccilindia.com</a>. 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 effective from October 2021 is 0.75% per month on unpaid premiums for every completed month from the date of the first unpaid premium. The interest on revival will be calculated on a simple basis. The interest rate methodology is reviewable with prior approval from IRDAI. We will review the interest rate at least once a year.

#### 4. <u>Free Look Period:</u>

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 (where distance mode means sale of insurance products through any means of communication other than in person) 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).

To exercise the Free Look option, you would need to send/submit the original 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 Us as a proof of submission.

#### **Computation of Free Look Period for e-Insurance Account:**

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

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

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

The Policy will terminate at the earliest of:

- i. The date of processing the Free Look cancellation request; or
- ii. The date of intimation of the death of the Life Insured if Family Income Benefit on Death & Critical Illness or Family Income Benefit on Death is not selected.; or
- iii. The Date of Maturity; 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 5 (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.



## PART - F

#### **GENERAL TERMS AND CONDITIONS**

#### a) Exclusions:

#### Suicide

In case of death due to suicide within 12 months from the Date of Commencement of Risk 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.

#### Waiting Period if the Policy is sourced through POS channel:

There is a waiting period of 90 calendar days (other than accidental death only) from the Date of Commencement of Risk. The Death Benefit (other than accidental death) during the Waiting Period will be 100% of the Total Premiums Paid till the date of death. The death benefit after expiry of the Waiting Period or on death of the Life Insured due to accident will be the Death Benefit as defined in clause 1 of Part C.

## **Exclusion applicable for Critical Illness:**

As defined in Part C

#### b) Death Claim Procedure:

We shall be given a written notice of the Life Insured's death and, shall be provided with the following documents for us to assess the claim:

- i. The claim form, duly completed;
- ii. The original or an attested copy of the death certificate;
- iii. The original Policy Document;
- iv. Documents to establish right of the claimant in the absence of valid nomination
- v. Any other information or documentation that we request.

In case of Death due to Accident and unnatural death, the following additional documents are required:

- i. Copy of FIR and Panchnama;
- ii. Copy of the Post Mortem report;
- iii. Copy of Newspaper clipping, if any;
- iv. Copy of the final Police Investigation Report;
- v. Copy of the Chargesheet in case of murder;
- vi. Copy of Driving License if the Life Insured was driving at the time of death

You are requested to intimate us of the claim at any of our branch offices or to our Corporate Office address mentioned below:

Claims Officer

Edelweiss Tokio Life Insurance Company Limited

6<sup>th</sup> Floor, Tower 3, Wing 'B',

Kohinoor City, Kirol Road, Kurla (W),

Mumbai - 400070

Email Id: claims@edelweisstokio.in

Phone no: 1800 2121 212

Receipt of the claim intimation does not amount to acceptance of claim by the Company under the Policy and is subject to review by the Company. The decision on acceptance and admissibility of the Claim will be communicated separately by the Company to the claimant.

The claim is required to be intimated to us along with all necessary claim documents required within 90 days from the date of death. However, we may condone the delay in claim intimation, if any, provided valid reasons are given for the delay.

## c) Critical Illness Claim Procedure:

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:

- i. Claim form duly filled and signed by the Life Insured (in case of critical illness)
- ii. Copy of diagnosis report confirming the occurrence of Critical Illness which is acceptable to Us;
- iii. 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;
- iv. The Policy Document
- v. A copy of the Life Insured's photo identification proof, address proof and bank account details with a copy of the cancelled cheque;
- vi. Treating doctor certificate filled by the doctor treating the Life Insured for the diagnosed ailment;
- vii. Hospital certificate duly filled in by the hospital where the Life Insured was admitted;
- viii. Any other information or documentation that We request.

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, Kirol Road, Kurla (W), Mumbai - 400070

Email Id: claims@edelweisstokio.in

Phone no: 1800 2121 212

Receipt of the claim intimation does not amount to acceptance of claim by the Company under the Policy and is subject to review by the Company. The decision on acceptance and admissibility of the Claim will be communicated separately by the Company to the claimant.

#### d) Maturity Claim Procedure:

In case of Maturity Claims: We shall be given the following documents for us to process the claim:

- i. The original Policy document;
- ii. The maturity claim form, duly completed;

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.

6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai - 400070

Email Id: <a href="mailto:claims@edelweisstokio.in">claims@edelweisstokio.in</a>

Phone no: 1800 2121 212

Receipt of the claim intimation does not amount to acceptance of claim by the Company under the Policy and is subject to review by the Company. The decision on acceptance and admissibility of the Claim will be communicated separately by the Company to the claimant.

## e) Nomination:

Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

[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].

## f) Assignment:

Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.

[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].

## g) Validity/ Non-Disclosure:

(i) If you or anyone acting on your behalf makes, fraudulent, misleading or dishonest representation in any respect, then this Policy shall be dealt with in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time.

## (ii) <u>Misstatement of Age</u>

If the date of birth of the Life Insured has been misstated, any amount payable shall be increased or decreased to the amount that would have been provided, as determined by us, given the correct age.

If at the correct age, the Life Insured was not insurable under this Policy according to our requirements, we

reserve the right to terminate the Policy and any Premiums paid till date, if any, shall be payable by us (subject to Section 45 of the Insurance Act, 1938 as amended from time to time).

#### (iii) Section 41:

No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables or the insurer.

Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

#### (iv) Section 45:

Fraud and Misstatement shall be dealt with in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure – (3) for reference].

#### h) Currency, Governing Law and Jurisdiction

The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.

The Policy and any disputes or differences arising under or in relation to the Policy shall be construed in accordance with Indian law and by the Indian courts.

#### i) Taxation

Statutory Taxes, if any, imposed on such insurance plans by the Government of India or any other constitutional tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of applicable taxes as per the prevailing rates, shall be payable by the Policyholder on Premiums (for base policy and rider, if any) including extra amount if charged under the policy due to underwriting decisions, which shall be collected separately over and above in addition to the premiums payable by the policyholder.

The amount of tax paid shall not be considered for the calculation of benefits payable under the plan.

The tax benefits, if any, maybe available as per the prevailing provisions of the tax laws in India. The Policyholder or the nominee shall be liable for compliance of applicable tax provisions.

#### j) Duplicate Policy Document

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.

## k) Intimations and Notices

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.

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.

You would need to intimate us of any change in your address to enable us to provide important information pertaining to your Policy.

#### I) Entire Contract

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.

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.

#### m) Mode of Communication

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.
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.

# n) Vesting of Ownership

In case the Life Insured is a minor, on attainment of majority the ownership of Policy will automatically vest on the Life Insured.



#### 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, Kirol 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: <u>complaints@irdai.gov.in</u>
- 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
Nanakram
guda
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.
- 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.

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

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 but shall affect the rights of the nominee to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13. Where the policyholder whose life is insured nominates his:
- a. parents or
- b. spouse or
- c. children or
- d. spouse and children
- e. or any of them
- the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- 14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all policies maturing for payment on the commencement of The Insurance Act, 1938 as amended from time to time.
- 16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17. The provisions of this Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 ('MWP Act') applies or has at any time applied except where, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply. \

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



#### Annexure - 2

#### Section 38 - Assignment and Transfer of Insurance Policies

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

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

Such conditional assignee will not be entitled to obtain a loan on policy or Surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
- a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
- b. may institute any proceedings in relation to the policy
- c. obtain loan under the policy or Surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

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



#### 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 misstatement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or Nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

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

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



## Annexure - 4: GSV factors applicable for this Policy

Note: The GSV factor vary with policy term and policy year of surrender as per the table below.

				1	1	1																		- 1				-					
Policy Year\Policy Term	10	11	12	13	1	4 1	5 16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	47
1	0%	0%	0%	0%					0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	70.4	0%	0%	0%	0%	0%	0%	0%
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27	-	-	-	-		-		-	-	-	-	-	-	-	-	-		90%	90%	88%	87%	85%	84%	83%	81%	80%	78%	77%	75%	74%	72%	71%	70%
28	-	-	-	-		-		-	-	-	Ź	-	1	-	-	-		-	90%	90%	88%	87%									74%		71%
29	-	-	-	-		-		-	-	-	-	/	,	ľ	-	-	-	-	-	90%	90%	88%	87%	85%	84%			80%	78%	77%	75%	74%	72%
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**Annexure - 5: Death Benefit factors** 

Remaining complete months		Remaining complete months for	DB	Remaining complete months for	DB	Remaining complete months for	D.B.	Remaining complete months for	. DB
for Income Benefit Pay-out/	DB Factor	Income Benefit Pay-out/ Sum	DB	Income Benefit Pay-out/ Sum	DB	Income Benefit Pay-out/ Sum Assured	DB	Income Benefit Pay-out/ Sum	DB
Sum Assured on Maturity		Assured on Maturity	Factor	Assured on Maturity	Factor	on Maturity	Factor	Assured on Maturity	Factor
0	1	36	0.82200	72	0.67580	108	0.55550	144	4 0.45670
1	0.99460	37	0.81760	73	0.67210	109	0.55250	145	5 0.45420
2	0.98920	38	0.81310	74	0.66840	110	0.54950	146	6 0.45170
3	0.98380	39	0.80870	75	0.66480	111	0.54650	147	7 0.4493
4	0.97850	40	0.80430	76	0.66120	112	0.54350	148	8 0.4468
5	0.97320	41	0.80000	77	0.65760	113	0.54060	149	9 0.4444
6	0.96790	42	0.79560	78	0.65400	114	0.53770	150	0.4420
7	0.96260	43	0.79130	79	0.65050	115	0.53470		1 0.4396
8	0.95740	44	0.78700	80	0.64700	116	0.53180	152	2 0.4372
9	0.95220		0.78270		0.64350	117	0.52890		3 0.4348
10	0.94700		0.77850		0.64000		0.52610	154	4 0.4325
11	0.94190		0.77430		0.63650		0.52320		5 0.4301
12			0.77010		0.63300		0.52040		6 0.4278
13			0.76590		0.62960		0.51760		7 0.4255
14			0.76170		0.62620		0.51470		8 0.42310
15	-		0.75760		0.62280		0.51200		9 0.42080
16			0.75350		0.61940		0.50920		0.41860
17	0.91160		0.74940		0.61600		0.50640		1 0.4163
18	1		0.74530		0.61270		0.50370		2 0.4140
19			0.74130		0.60940		0.50090		3 0.4118
20			0.73730		0.60610		0.49820		4 0.4095
21	0.89200		0.73330		0.60280		0.49550		5 0.4073
22	0.88710		0.72930		0.59950		0.49280		6 0.4051
23	0.88230		0.72530		0.59620		0.49010		7 0.4029
24	0.87750		0.72140		0.59300		0.48750		8 0.4007
25	0.87280		0.71750		0.58980		0.48480		9 0.3986
26			0.71360		0.58660		0.48220		0.3964
27	0.86330				0.58340		0.47960		1 0.3942
28			0.70580		0.58020		0.47700		2 0.3921
29			0.70200		0.57710		0.47440		3 0.3900
30			0.69820		0.57390		0.47180		4 0.3879
31	0.84470		0.69440		0.57080		0.46930		5 0.3857
32	0.84010		0.69060		0.56770		0.46670		6 0.3837
33	0.83560		0.68690		0.56470		0.46420	1	7 0.3816
34	0.83100		0.68320		0.56160		0.46170		8 0.3795
35	0.82650	71	0.67940	107	0.55850	143	0.45910	179	9 0.37740

Remaining complete months for Income Benefit Pay-out/ Sum Assured on Maturity		Assured on Maturity	DB Factor	Remaining complete months for Income Benefit Pay-out/ Sum Assured on Maturity	DB Factor	Remaining complete months for Income Benefit Pay-out/ Sum Assured on Maturity	DB Factor	Remaining complete months for Income Benefit Pay-out/ Sum Assured on Maturity	DB Factor
180	0.37540		0.30860		0.25370		0.20850		4 0.17140
181	0.37340		0.30690		0.25230		0.20740		0.17050
182	0.37130		0.30520		0.25090		0.20630		0.16960
183	0.36930				0.24960	291			7 0.16860
184	0.36730		0.30190		0.24820		0.20400		0.16770
185	0.36530		0.30030		0.24690		0.20290		0.16680
186	0.36330		0.29870		0.24550		0.20180		0.16590
187	0.36140		0.29710		0.24420		0.20070		0.16500
188	0.35940		0.29540		0.24290		0.19960		0.16410
189	0.35740		0.29380		0.24150		0.19860		0.16320
190	0.35550		0.29220		0.24020		0.19750		4 0.16230
191	0.35360				0.23890		0.19640		0.16150
192	0.35170		0.28910		0.23760		0.19530		0.16060
193	0.34970			265	0.23630	301			0.15970
194	0.34780				0.23510		0.19320		0.15880
195	0.34600		0.28440		0.23380				0.15800 0.15710
196 197	0.34410		0.28280		0.23250		0.19110		1 0.15630
197	0.34220		0.27980		0.23130		0.19010		2 0.15540
198	0.34040		0.27980		0.23000		0.18910		3 0.15460
200	0.33670		0.27680		0.22750		0.18700		4 0.15370
200	0.33480				0.22630		0.18600		5 0.15290
201	0.33480		0.27380		0.22500	The state of the s	0.18500		6 0.15290 6 0.15210
202	0.33120		0.27330		0.22380		0.18400		7 0.15120
203	0.33120		0.27230		0.22360		0.18300		0.15120 3 0.15040
205	0.32760		0.26930		0.22140	-	0.18200		0.14960
206	0.32590		0.26790		0.22020		0.18100		0.14880
200	0.32330				0.22020		0.18000		1 0.14800
208	0.32230				0.21780		0.17910		2 0.14720
209	0.32060		0.26350		0.21760		0.17310		3 0.14640
210	0.31880				0.21550	-	0.17710		4 0.14560
210	0.31710				0.21330		0.17620		5 0.14480
211	0.31710		0.25930		0.21430		0.17520		5 0.14400
213	0.31370		0.25780		0.21310		0.17420		7 0.14320
214	0.31370		0.25640		0.21280	_	0.17330		0.14320 3 0.14250
215	0.31030		0.25510		0.20970		0.17240		9 0.14170

Remaining complete months		Remaining complete months for	DD.	Remaining complete months for	DB	Remaining complete months for	
for Income Benefit Pay-out/	DB Factor	Income Benefit Pay-out/ Sum	DB	Income Benefit Pay-out/ Sum	DB	Income Benefit Pay-out/ Sum Assured	DB
Sum Assured on Maturity		Assured on Maturity	Factor	Assured on Maturity	Factor	on Maturity	Factor
360	0.14090	396	0.11580	432	0.09520	468	0.07830
361	0.14020	397	0.11520	433	0.09470	469	0.07790
362	0.13940	398	0.11460	434	0.09420	470	0.07740
363	0.13860	399	0.11400	435	0.09370	471	0.07700
364	0.13790	400	0.11330	436	0.09320	472	0.07660
365	0.13710	401	0.11270	437	0.09270	473	0.07620
366	0.13640	402	0.11210	438	0.09220	474	0.07580
367	0.13560	403	0.11150	439	0.09170	475	0.07540
368	0.13490	404	0.11090	440	0.09120	476	0.07490
369	0.13420	405	0.11030	441	0.09070	477	0.07450
370	0.13350	406	0.10970	442	0.09020	478	0.07410
371	0.13270	407	0.10910	443	0.08970	479	0.07370
372	0.13200	408	0.10850	444	0.08920	480	0.07330
373	0.13130	409	0.10790	445	0.08870	481	0.07290
374	0.13060	410	0.10730	446	0.08820	482	0.07250
375	0.12990	411	0.10680	447	0.08780	483	0.07210
376	0.12920	412	0.10620	448	0.08730	484	0.07180
377	0.12850	413	0.10560	449	0.08680	485	0.07140
378	0.12780	414	0.10500	450	0.08630	486	0.07100
379	0.12710	415	0.10450	451	0.08590	487	0.07060
380	0.12640	416	0.10390	452	0.08540	488	0.07020
381	0.12570	417	0.10330	453	0.08490	489	0.06980
382	0.12500	418	0.10280	454	0.08450	490	0.06940
383	0.12430	419	0.10220	455	0.08400	491	0.06910
384	0.12370	420	0.10170	456	0.08360	492	0.06870
385	0.12300	421	0.10110	457	0.08310	493	0.06830
386	0.12230	422	0.10060	458	0.08270	494	0.06790
387	0.12170	423	0.10000	459	0.08220	495	0.06760
388	0.12100	424	0.09950	460	0.08180	496	0.06720
389	0.12030	425	0.09890	461	0.08130	497	0.06680
390	0.11970	426	0.09840	462	0.08090	498	0.06650
391	0.11900	427	0.09790	463	0.08040	499	0.06610
392	0.11840	428	0.09730	464	0.08000	500	0.06580
393	0.11770	429	0.09680		0.07960	501	
394	0.11710	430	0.09630	466	0.07910	502	0.06510
395	0.11650	431	0.09570		0.07870	503	0.06470
					-	504	0.06440