Part A

Date: <_____>

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

Dear <Policyholder Name>,

Sub.: Your Policy No. <<_____>> - Edelweiss Tokio Life – Cashflow Protection Plus (An Individual, Non-Linked, Participating, Savings, Life Insurance Product)

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

We are confident that the product chosen by you will suit your need and that you have read and understood the terms and conditions of the product brochure.

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

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

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

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

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

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

Cancellation in the Free Look Period:

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

To exercise the Free Look option, you would need to send the Policy Document along with a request letter to us at any of our branches or at our Corporate Office address provided below. You are required to maintain the acknowledgement received from the Company as a proof of submission.

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

- For existing e-Insurance Account (eIA): Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance Policy by the IR.

SAMPLE

- 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 Address:6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai 400070

SAMPLE

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 – Cashflow Protection Plus
An Individual, Non-Linked, Par, Savings, Life Insurance Product
UIN: 147N028V03

POLICY PREAMBLE

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 and/or Life Insured. 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.

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POLICY SCHEDULE

Policy Number	Plan Name & UIN No
	Edelweiss Tokio Life - Cashflow Protection Plus (147N028V03)

Name of the Policyholder	Date of Birth	Gender	Age

Address

Name of the Life Insured	Date of Birth	Gender	Age	Age Admitted

Policy Details	
Risk Commencement Date	
Policy Commencement Date	
Policy Term	
Premium Paying Term	
Premium Frequency	
Modal Premium	Rs.
Annualized Premium	Rs.
Modal Premium plus applicable taxes	Rs.
Premium Due Date(s)	Date/month
Last Premium Due Date	
Maturity Date	

BENEFIT INFORMATION

Sum Assured on Death : Rs. Sum Assured

Sum Assured on Maturity : Rs. Sum Assured

Rider Name	UIN No.	Rider Sum Assured	Rider Modal Premium plus applicable taxes	Rider Term (years)	Rider PPT (years)
Edelweiss Tokio Life - Accidental Total and Permanent Disability Rider	147B001V04	: Rs.	: Rs. incl. any u/w extra		
Edelweiss Tokio Life - Accidental Death Benefit Rider	147B002V04	: Rs.	: Rs. incl. any u/w extra		
Edelweiss Tokio Life - Critical Illness Rider	147B005V04	: Rs.	: Rs. incl. any u/w extra		
Edelweiss Tokio Life – Income Benefit Rider	147B015V02	: Rs.	: Rs. incl. any u/w extra		
Edelweiss Tokio Life - Waiver of Premium Rider	147B003V05	NA	: Rs. incl. any u/w extra		
Edelweiss Tokio Life - Payor Waiver Benefit Rider	147B014V05	☐ Death ☐ CI & ATPD ☐ Death, CI & ATPD	: Rs. incl. any u/w extra		

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

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

For and on behalf of "Edelweiss Tokio Life Insurance Company Limited"

SAMPLE

Authorised Signatory
We request you to go through the Policy in detail and check for the accuracy of information provided in the Policy and return the Policy document to Us for correcting the discrepancies if any.

SAMPLE

PART – B

DEFINITIONS

Defined Term	Meaning
Age:	age of the Life Insured at last birthday.
Appointee:	the person named in the Schedule who will accept and hold in trust all amounts payable under the Policy on behalf of the Nominee/(s) if the Nominee/(s) is/are less than Age 18 on the date of payment.
Annualised Premium	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.
Death Benefit:	means the benefit, agreed at the inception of the Policy, which is payable on death of the Life Insured.
Grace Period:	means the time granted by the Company from the due date for the payment of Premium, without any penalty or late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the Policy. The Grace Period for payment of the premium shall be: fifteen days, where the Policyholder pays the Premium on a monthly basis; and 30 days in all other cases.
IRDAI:	Insurance Regulatory and Development Authority of India.
Life Insured:	the person named in the Schedule whose life is insured under this Policy.
Maturity Date:	the date specified in the Schedule on which the Policy matures.
Maturity Benefit:	means the benefit which is payable on maturity i.e at the end of Policy Term.
Nominee:	the person/(s) specified in the Schedule nominated in accordance with the Section 39 of the Insurance Act, 1938.
Policy:	the Proposal Form, the Policy document, the Policy Schedule and any other document attached or annexed including any endorsement attached to the Policy issued by Us.
Policy Term:	the term in years between the Policy Commencement Date and the Maturity Date.
Policy Anniversary:	the date corresponding with the Policy Commencement Date specified in the Schedule in every calendar year.
Policy Year:	a period of one year between any of the two consecutive Policy Anniversary.
Policy Commencement Date:	the date as shown in the Policy Schedule from which the Policy Anniversaries, Policy Term, Policy Years, and Premium Due Dates are determined.
Policyholder:	the person who is the owner of the Policy and is referred to as the Proposer in the Proposal Form.
Premium Paying Term:	the term in years during which the Premiums are required to be paid under the Policy.
Proposal Form:	the signed, dated application form and any accompanying declarations or statements submitted to Us.
Risk Commencement Date:	the date on which Your rights, benefits and risk cover begin, as shown in the Policy Schedule.
Revival:	means restoration of the policy by Us which was discontinued due to the non-payment of premium, with all the benefits, upon receipt of all due premiums and other charges, if any as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Insured on the basis of information, documents and reports furnished by the Policyholder, in accordance with the Board approved underwriting guidelines.
Revival Period:	the period of five consecutive years from the date of discontinuance of the Policy, during which You are entitled to revive the Policy which was discontinued due to non payment of Premium.
Surrender:	complete withdrawal or termination of the entire Policy.
Surrender Value:	means an amount, if any, that becomes payable in case of surrender of the Policy.

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Total Premiums Paid	means total of all the premiums received, excluding any extra premium, any rider premium and taxes.
We/Our/Us/Company:	Edelweiss Tokio Life Insurance Company Limited.
You/ Your:	the policyholder named in the Policy Schedule.

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

SAMPLE

PART – C

BENEFITS

a) **Simple Reversionary Bonus:**

Company may declare reversionary bonus from the first policy year which will be payable either on death or at the expiry of premium paying term, whichever is earlier. Reversionary bonus, if declared is non-guaranteed and will accrue from the first policy year till the end of the Premium Paying Term.

b) **Death Benefit:**

	When Payable	Amount Payable
(i)	If the Life Insured dies at any time before the completion of premium paying term, and while the Policy is In Force, We will pay:	a) Sum Assured on Death (as mentioned in Policy Schedule) **plus** b) the reversionary bonuses, if declared, accrued till the date of death.
(ii)	If the Life Insured dies at any time after the completion of premium paying term, and while the Policy is In Force, We will pay:	Sum Assured on Death (as mentioned in Policy Schedule)

Note:- The Sum Assured on Death at any time during the policy term will be higher of:

- 11 times the Annualised Premium or
- Minimum guaranteed sum assured on maturity.

The minimum death benefit at any point of time will be at least equal to 105% of Total Premiums Paid upto the date of death.

In case of death due to suicide within 12 months from the Risk Commencement Date or from the date of Revival of the Policy, as applicable, the Nominee or beneficiary of the Policyholder shall be entitled to receive at least 80% of the Total Premiums Paid till the date of death or the Surrender Value available as on the date of death whichever is higher, provided the policy is In Force.

For the Life Insured's age below 5 years at the time of proposal - On the happening of death at any time during the first 23 months from the date of commencement of the policy where the Life Insured's age is below 5 years at the time of proposal, We will pay 105% of Total Premiums Paid till the date of death. After completion of 23 months, the death benefit would be payable as mentioned in clause (b) above.

- Any amount payable under the Death Benefit shall be reduced by the outstanding loan amount and accumulated interest, if any.

c) **Survival Benefit:**

When payable	Amount payable
If the Life Insured is alive and the Policy is In Force, then We will pay:	Revisionary bonus (Non-Guaranteed Benefit): Revisionary bonus would become payable depending on the performance of the Par fund of the Company, and will be payable at the end of premium paying term or death, whichever is earlier. **Plus** Money back (Guaranteed Benefit): The money back amount equal to 5.5% of Sum Assured on Maturity will be payable every year after the expiry of one year from the end of premium paying term, till the end of policy term or death, whichever is earlier. **Plus** Cash Bonus (Non-Guaranteed Benefit): Cash bonus would become payable depending on the performance of the Par fund of the Company, and will be payable every year after the expiry of one year from the end of premium paying term, till the end of policy term or death, whichever is earlier.

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d) **Maturity Benefit:**

When payable	Amount payable
If the Life Insured is alive on the Maturity Date i.e. on the completion of age 100 and the Policy is In Force, We will pay:	a) Sum Assured on Maturity (as mentioned in Policy Schedule) **plus** b) Terminal Bonus, if any, declared by the Company. Note - The maturity benefit will be at least equal to 105% of Annualized Premiums paid till date.
• Any amount payable on the Maturity Date shall be reduced by the outstanding loan amount and accumulated interest, if any.	

SAMPLE

PAYMENT OF PREMIUM & DISCONTINUANCE OF PREMIUM PAYMENT

a)	**Payment of Premium:**
	You shall pay Premium for the Premium Paying Term. The amount of Premium payable, the frequency at which it must be paid and the due dates for each instalment of Premium are stated in the Policy Schedule.
b)	**Grace Period:**
	If We do not receive the Premium in full by the premium due date, then: (i) We will allow a grace period of 15 days, where the Policyholder pays the Premium on a monthly basis; and 30 days in all other cases. (ii) The benefits under the Policy and the Rider if any will continue to apply, during the Grace Period subject to the deduction of due premiums.
c)	**Premium Discontinuance**
	(i) If the default in payment of Premium occurs during the first two Policy Years and if the Premium due under the Policy is not received in full within the Grace Period, the Policy shall immediately and automatically lapse and no benefits shall be payable by Us under the Policy. You will be given five years from the date of first unpaid premium to revive Your Policy. (ii) If the default in payment of Premium occurs after the payment of Premium for first two Policy Years in full and if the Premium due under the Policy is not received in full within the Grace Period, the Policy will acquire reduced paid-up status and benefits will continue as per the Reduced Paid-Up provisions. You will be given five years from the date of first unpaid premium to reinstate your Policy.
d)	**Revival norms:**
	The Policy (and any applicable Riders) may be revived within five years from the due date of the first unpaid Premium by giving Us a written notice to revive the Policy and Payment of all overdue premiums with simple interest, as declared by company from time to time, for every completed month from the date of first unpaid premium. The Company will charge simple interest of 1% per month on unpaid premiums for every completed month from the date of the first unpaid premium. The revival will be effected on receipt of the proof of continued insurability and subject to medical examination if required (cost to be borne by the policyholder). On interpretation of the results if the Life is accepted by the Underwriter, only then the policy would be allowed to revive. The effective date of revival is when these requirements are met and approved by Us. The policyholder may choose to discontinue the rider premium even though he is paying the premium pertaining to the underlying base product to which the rider is attached. In such a case of rider premium discontinuance, the rider is not allowed to be revived in future. Revival would be as per Board approved underwriting guidelines. However, in case the entire policy premium (the base product and the rider) has been discontinued and the policyholder wants to revive the same then he would be allowed to revive within five years from the date of the first unpaid premium as mentioned above.
e)	**Reduced Paid-Up:**
	Under the reduced paid-up status, Your Policy will continue with the reduced Paid-up Benefits. No further revisionary bonus and cash bonus will be declared for the policy after policy gets paid-up. The accrued revisionary bonuses, if declared, will be paid on death or at the end of premium paying term, whichever is earlier. Further, the Survival benefit in the form of money back (as a % of Paid-up Sum Assured on Maturity) will be paid every year.

SAMPLE

	On death or maturity, which is earlier, after the policy has acquired a paid-up status, the following reduced Paid-up Benefits would become payable:- (i) On Death before the end of premium paying term, We will pay Paid-up Sum Assured on Death plus Accrued Revisionary Bonuses, if any declared till the policy gets paid-up. (ii) On Death after the end of premium paying term, We will pay Paid-up Sum Assured on Death. (iii) On Maturity, We will pay 105% of total Annualized premiums paid till date. Where, Paid-up Sum Assured on Death = Sum Assured on Death x (Number of premiums paid/ Number of premiums payable) Paid-up Sum Assured on Maturity = Sum Assured on Maturity x (Number of premiums paid/ Number of premiums payable).

SAMPLE

PART – D

1) Surrender Benefit:

Conditions for surrender/complete withdrawal of the Policy	
(i)	The Policy will acquire surrender value if at least first two Policy year's full premiums have been received by Us.
(ii)	On surrender, the Policy shall be terminated and all the benefits under the Policy shall cease to apply.

Amount Payable on Surrender

On receipt of a written request for surrender from You, We will pay the higher of Guaranteed Surrender Value or Special Surrender Value.

Guaranteed Surrender Value –

The guaranteed surrender value is sum of

i. Surrender value of premiums and

ii. Surrender value of accrued reversionary bonuses, if any.

(Note - After completion of premium paying term and on payment of accrued reversionary bonuses, the surrender value of bonuses will not be available and only surrender value of premiums will be made available).

i. Surrender value of premiums is a specific percentage (as given in the below Table A) of total premiums received less 50% of any Money back benefits already paid till the date of surrender . (Any amount paid towards underwriting extra premiums and riders is not payable on surrender of the policy).

ii. Surrender value of accrued revisionary Bonuses = Accrued Revisionary Bonuses X Guaranteed Surrender Value Factor (as given in the below Table B).

Table A:-

Policy year	1	2	3	4	5 and onwards
% of Total Premiums Paid	0%	30%	35%	50%	Increase of 2% every year subject to maximum c 90%

Table B:-

Policy Year	1	2	3	4	5	6	7	8	9	10	11	12	13
10 Pay	0%	23%	26%	29%	33%	37%	42%	47%	53%	60%	NA		
15 Pay	0%	11%	12%	14%	15%	21%	23%	26%	29%	33%	37%	42%	47%
20 Pay	0%	5%	6%	6%	7%	10%	11%	12%	14%	15%	21%	23%	26%
25 Pay	0%	3%	4%	4%	4%	5%	5%	6%	6%	7%	10%	11%	12%
Policy Year	14	15	16	17	18	19	20	21	22	23	24	25	
15 Pay	53%	60%	NA										
20 Pay	29%	33%	37%	42%	47%	53%	60%						
25 Pay	14%	15%	21%	23%	26%	29%	33%	37%	42%	47%	53%	60%	

Special Surrender Value -

Your policy also acquires a Special Surrender Value. To know about the Special Surrender Value for your policy, You can get in touch with your Advisor, or the Company's nearest Branch Office or our Customer Service Team.

2) Loan under the Policy:

SAMPLE

a)	**Conditions for grant of a loan under the Policy:**
	(i) You may take a loan under the Policy by giving Us a written request; provided that the Premium for at least two Policy Years has been received in full. (ii) The maximum loan amount is 90% of Surrender Value which is applicable under the Policy when a request for a loan is received less any outstanding Policy loan balance on that date including accumulated interests, if any.
b)	**Effect of grant of loan under the Policy:**
	If a loan is granted by Us under the Policy, then: (1) The rate of interest payable on such loan shall be as prescribed by the Company at the time of taking the loan. Interest at the rate of State Bank of India (SBI) Base Rate (minimum rate at which SBI lends) + 1.75% p.a. shall be applicable. It is agreed and understood that We may in Our discretion modify the rate at which interest will be payable on Your loan amount based on prevailing market conditions. Changed interest rate will be applicable for new loans only. The current rate of interest on policy loan is 10.20% per annum. (2) For reduced Paid-up policies, We will give You written notice when the outstanding loan amount is 95% of the Surrender Value calculated in accordance with Clause 1 and You may re-pay the whole or a part of the outstanding loan amount to Us. If at any time, the outstanding loan amount is equal to or more than the Surrender Value calculated in accordance with Clause 1, then the Policy shall immediately and automatically terminate and no amount shall be payable by Us under the Policy. (3) Any benefit payable by Us on the death of the Life Insured, or on the surrender of the Policy or on the maturity of the Policy will first be reduced by any outstanding policy loan balance and accumulated interests, if any.

3) **Free look Period:**

You may return the Policy document to Us within 15 days* of receipt of the Policy document 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 and medical expenses (if any).

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

SAMPLE

PART – E

Not Applicable.

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PART – F

GENERAL TERMS AND CONDITIONS

a)	**Claim Procedure:**
	In case of Death Claim: 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 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. In case of Maturity Claim: We shall be given the following documents for us to process the claim: i. The original Policy Document; The maturity claim form, duly completed;
b)	**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].***
c)	**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].***
d)	**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) *Misstatement of Age* 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.

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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 Misrepresentation 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].

e) Currency, Governing Law & Jurisdiction

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

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

f) Taxation

The tax benefits under this Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time.

We reserve the right to recover all the applicable taxes from the Policyholder.

g) 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 (fees is subject to review and maybe amended from time to time) plus a Stamp Duty Fee, as applicable. On issue of the duplicate Policy Document, the original shall automatically cease to have any legal effect.

h) Notices

(i) All notices meant for Us shall be given to Us at Our address specified in the Policy Contract or at any of Our branch offices.

(ii) All notices meant for You will be sent to Your address specified in the Schedule. If You do not notify Us of any changes to Your address, then notices or correspondence sent by Us to the last recorded address shall be valid and legally effective.

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

i) Entire Contract

(i) The Policy comprises the entire contract of insurance between You and Us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by Us in writing through an endorsement.

(ii) Notwithstanding anything contained in this Policy Document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations made or circulars/ guidelines issued by IRDA.

SAMPLE

j)	**Vesting of Ownership**
	In case the Life Insured is a minor, the ownership of Policy will automatically vest on the Life Insured on attainment of majority.

SAMPLE

PART - G

Grievance Redressal Mechanism:

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

- Toll free customer care number: 1-800-2121-212 (Mon-Sat 10 AM TO 7 PM).
- Email us at: GRO@edelweisstokio.in
- Write to us at: Customer Care, Edelweiss Tokio Life Insurance Company Ltd, 6th Floor, Tower 3, Wing 'B', Kohinoor City, 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: complaints@irdai.gov.in
- Register online at: https://bimabharosa.irdai.gov.in/LoginAdmin/Login

Address for sending the complaint through courier / letter:

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

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

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

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

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

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

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

SAMPLE

2. The complaint shall be in writing duly signed by the complainant or through his legal heirs, Nominee or Assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
3. No complaint to the Insurance Ombudsman shall lie unless:
   (a) the complainant makes a written representation to the Company named in the complaint and—
      i. either the Company had rejected the complaint; or
      ii. the complainant had not received any reply within a period of one month after the Company received the complainant's representation; or
      iii. the complainant is not satisfied with the reply given to him by the Company;

   (b) The complaint is made within one year—
      i. after the order of the Company rejecting the representation is received; or
      ii. after receipt of decision of the Company which is not to the satisfaction of the complainant;
      iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company named in the complaint fails to furnish reply to the complainant.
4. The Insurance Ombudsman shall be empowered to condone the delay in filing a complaint as mentioned above under (3) (b), as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under the Insurance Ombudsman Rules.
5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

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

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

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BENGALURU – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	
Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001, Tel No: 0612- 2547068 Email id : bimalokpal.patna@ecoi.co.in	

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

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Annexure - 1

Section 39 - Nomination by policyholder

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

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.

02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.

03. Nomination can be made at any time before the maturity of the policy.

04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.

05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.

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

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

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

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

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

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

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

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

a. parents or

b. spouse or

c. children or

d. spouse and children

e. or any of them

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

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

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

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.]

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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.]

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Annexure - 3

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

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

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

- whichever is later.

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

- whichever is later.

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

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

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

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

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

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

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

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

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

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