Guidelines on Point of Sales (POS) -Life Insurance Products

Ref: IRDA/LIFE/GDL/GLD/222/11/2016

November 7, 2016

Background:

Reference is drawn to Sections II (d) and V(1) of Guidelines on Point of Sales Person-Life insurance, dated November 7, 2016 which mention the Point of Sales - Life Insurance Products.

Consequently the Authority, in order to give an added fillip in providing easy access to Life insurance Products to people at large and to enhance insurance penetration and density as part of its Development agenda, having considered the feedback received from the stakeholders to the Exposure draft dated March 23, 2016 on the subject, issues the following 'Guidelines on Point of Sales – Life Insurance Products' by exercising the powers vested with the Authority under Sections 14 (1), 14(2) (c) & 14 (2) (e) of IRDA Act -1999.

Scope and Applicability of these Guidelines:

These Guidelines shall be applicable to the products offered by Life Insurers proposed to be sold through "Point of Sales Persons".

- 1. <u>Definition:</u> "Point of Sales (POS) Product" means the simple plain vanilla type of product wherein each and every benefit is predefined and disclosed upfront clearly at the time of Sale itself and is very simple to understand.
- 2. Categories of POS Products:
 - (i) The Category / Nature of Products offered under POS Life Insurance shall be as given hereunder:
 - a. Pure Term Insurance Product with or without return of premium
 - b. Non-linked Non-Participating Endowment Product (Money back feature also allowed)
 - c. Immediate Annuity Product
 - d. Any other product / product category, if permitted by the Authority
 - (ii) The product names should be prefixed with the words "POS" (POS-Product Name)
- 3. The parameters of the aforesaid categories of products mentioned in point No. 1 above shall be as shown in **Annexure** –**I**.
- 4. The condition/eligibility/parameters mentioned in the **Annexure** –I for different categories of POS Products are given as lower/upper limits within which the Insurer has the flexibility to design the product.

- 5. Solicitation and marketing of these products is allowed to be done through
 - a. Point of Sales Persons Life insurance
 - b. Individual Agents of the Life Insurer
 - c. Intermediaries authorized to solicit life insurance products
 - d. Insurer directly
- 6. Life Insurers shall offer these products only as Non-Linked and Individual insurance products.
- 7. Unless explicitly exempted in these guidelines / Annexure-I, the extant Regulatory provisions shall be applicable mutatis mutandis to these products.
- 8. The CEO and the AA shall attach a certificate of compliance to these guidelines along with product filing.
- 9. Any existing Product, may be sold as POS Product, subject to modification to comply with these guidelines and approval of the Authority.
- 10. 'Key Features Document (KFD)-cum -- Proposal Form' Format:
 - (i) There would be two parts of the 'Key Features Document cum Proposal Form', where the first part would be the KFD and second part would be the Proposal Form. Both the parts are joined by perforation so that the first part (KFD) can be easily separated and given to the proposer/ Life Assured for his/ her record and the second part (Proposal Form) is to be preserved by the insurer / representative for necessary processing.
 - (ii) Key Features Document (KFD) must contain all the key benefits under the plan including (a) Sum Assured on Death (b) Maturity Benefit (c) Surrender Value (d) Paid Up Value, if any (e) Exclusions (f) Registered name and address of the life insurer with logo etc.
- 11. Every "Key Features Document cum Proposal form" should contain unique reference number on both parts.
- 12. The TAT for issuance of policy / acceptance of Risk and communication of Acceptance or otherwise message to the customer of such policy would not be that two working days (excluding holidays) from the date of collection of proposal at the point of sale.
- 13. If the Proposal is not accepted for any reason whatsoever, the refund of payment be done to the Proposer / Life Assured within 7 days from the date of decision.
- 14. The insurers shall submit the returns on half-yearly basis as prescribed in the **Annexure-II**.

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(a) Pure Term Insurance product with or without Return of Premium

Product Features/Parameters/Eligibility:

Minimum Age at entry

18 Yrs.

Maximum Age at Maturity:

65 Yrs.

Policy Term

Min - 5 years, Max - As proposed in F&U Application

Sum Assured on Death:

Minimum - As proposed in F&U

Maximum – 25 Lakh (excluding ADB Rider)

(Sum Assured would be in the multiple of Rs 50000 only)

Grace period

As per extant Regulatory norms

Revival period

As per extant Regulatory norms

Waiting Period

(for other than Accidental

death only)

Allowed up to a maximum period of first 90 days

from the date of acceptance of risk

Death Benefit {Other than Accidental): If death takes

place -

a. During waiting period (if any)

100% of Premium paid

b. After expiry of waiting period

Sum Assured on Death

Accidental Death Benefit:

Equal to 'Sum Assured on Death'. No waiting period is

applicable.

Maturity benefits

(Without Return of Premium)

Nil

Maturity Benefits

(With Return of premium)

At least 100% of premium paid.

Underwriting Conditions

Only Non-Medical underwriting

Surrender Value

As per extant Regulatory provisions

Accidental Death Benefit
(in built)
Commission

For the POSPs engaged by Intermediaries no commission is payable by the Insurer.

For the POSPs engaged directly by the Insurer, as proposed in the product F&U and approved by Authority as applicable to individual agents.

Max Sum Assured limit on a single life
Other Features/Conditions

Inbuilt ADB only allowed

For the POSPs engaged by Intermediaries no commission is payable by the Insurer.

Res. 25 Lakh (excluding ADB) at Insurer level (per Insurer)

As per extant Regulatory provisions

(b) Non-linked, Non-Participating Endowment Product

Product Features/Parameters/Eligibility:

Maximum

Age

at 65 Yrs.

Maturity:

Policy Term

Min - 5 years, Max -20 years

Sum Assured on Death:

Maximum - 10 Lakh (excluding ADB)

Sum

Assured

on

Guaranteed Maturity Benefit in absolute amount

Grace Period

Maturity:

As per extant Regulatory provisions

Revival Period

As per extant Regulatory provisions

Death Benefit

{Other than Accidental}:

If death takes place -

i. During period (if any)

waiting

100% of premium paid

ii.

After expiry of

waiting period

Sum Assured on Death

Accidental Death Benefit

Equal to 'Sum Assured on Death'. No waiting period is applicable.

Maturity benefit

Guaranteed Maturity Benefit in absolute amount

Surrender Value

As per extant Regulatory Provisions

Waiting Period

(Other than Accidental death of acceptance of risk

only)

Allowed up to a maximum period of first 90 days from the date

Accidental Death Benefit Only inbuilt ADB allowed

Loan facility, if any

Allowed

For the POSPs engaged by Intermediaries no commission is payable by the Insurer.

For the POSPs engaged directly by the Insurer, as proposed in the product F&U and approved by Authority as applicable to individual agents.

Underwriting Conditions

Only Non-Medical underwriting

Rs. 10 Lakh (excluding ADB) at Insurer level (per insurer)

Limit on a Single Life

Other Features As per extant Regulatory provisions

(c) **Immediate Annuity Product**

Product Features/Parameters/Eligibility:

Type of Immediate Annuity

Only 'Life Annuity with Return of Purchase Price on Death' allowed.

Min/Maximum Age Min - 40 years

at Entry

Max - 70 years

Mode of Premium

Single Premium only

Maximum Premium

No Limit

Minimum Annuity

As per extant Regulatory provisions

Death Benefit

Return of Purchase Price

Commission

For the POSPs engaged by Intermediaries no commission is payable

by the Insurer.

For the POSPs engaged directly by the Insurer, as proposed in the product F&U and approved by Authority as applicable to individual

Other Features

As per extant Regulatory provisions

Half Yearly Return in respect of POS Life Products Business

Due date of the Return: 15th November (for April- September) and 15th May (for October - March) every year.

During the half-yearly period/ Cumulative details during the Year *:

Name of the Product:

Distribution Channel**:

| Details of the Business | State 1 *** | State 2 |
|---|-------------|---------|
| Total No of Policies Issued | | 00 011 |
| Total Premium Collected Total Commission Paid | | |
| Total Service Charges Paid | | |
| Total No of Policies Discontinued (Non-single) after the grace period | | |
| Total No of Policies Revived during the period | | |
| Total No of Policies Surrendered | | |
| Total No and Amount of Claims Intimated | | 9 |
| Total No and Amount of Claims Settled | | |
| Total No and Amount of Claims Outstanding | | |
| Total No and Amount of Claims Rejected | - | |
| Total No of In-force Policies at the end of the Half-yearly Period | | |
| Total No of the Grievances registered | 7. | |

^{*}The details shall be given for the Half-year and for the Year also separately.

*** The details shall be given for each State separately.

Signature of the AA Date:

Signature of the CEO

^{**} The details shall be given for each Distribution Channel separately