



PART A

Welcome to Max Life Insurance

Date 31-Jan-2015
To <Name of the Policyholder>
<Address 1> <Address 2>
<City> - <Pin Code> <State>
G. O. Name: <G O Name>
Policy no.: <Policy number>
Telephone: <Telephone number>
Email id: <Email address>

Welcome Dear <Name of the Policyholder>,
Thank you for opting for **Max Life Forever Young Pension Plan**. The policy document is enclosed.

What to do in case of errors On examination of the policy, if you notice any mistake or error, proceed as follows:
1. Contact our customer helpdesk or your agent immediately at the details mentioned below.
2. Return the policy to us for rectifying the same.

Cancelling the Policy In case you are not completely satisfied with the policy, you have the option to cancel it by returning the original copy with a written request, stating the objections/reasons for such disagreement, to us within the Freelook period of fifteen (15) days, or thirty (30) days (for policies sourced through distance marketing modes) of receiving the document.

Result: Upon return, the Policy will terminate forthwith and all rights, benefits and interests under the Policy will cease immediately. We will only refund an amount which will be equal to non-allocated Premium plus charges levied by cancellation of Units plus Fund Value at the date of cancellation less Mortality Charges (including applicable service tax) for the period of cover, Rider Charges (including applicable service tax), expenses incurred on medical examination, if any and stamp duty. For policies purchased under QROPS through transfer of UK tax relieved assets, the proceeds from cancellation in Freelook period shall only be transferred back to the fund house from where the money was received.

Long term protection We are committed to giving you honest advice and offering you long-term savings, protection and retirement solutions backed by the highest standards of customer service. We will be delighted to offer you any assistance or clarification you may require about your policy or claim-related services at the address mentioned below. We look forward to being your partner for life.

Yours Sincerely,
Max Life Insurance Co. Ltd.

Rajesh Sud
Executive Vice Chairman & Managing Director

Agent Name:
Ph. no.:
Address:



POLICY PREAMBLE

MAX LIFE INSURANCE COMPANY LIMITED

Regd. Office: 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab -144 533

Max Life Forever Young Pension Plan

A Unit Linked Pension Plan

UIN : 104L075V02

Max Life Insurance Company Limited has entered into this contract of insurance on the basis of the information given in the Proposal Form together with the Premium deposit, statements, reports or other documents and declarations received from or on behalf of the proposer for effecting a life insurance contract on the life of the person named in the Schedule.

We agree to pay the benefits under the Policy on the happening of the insured event, while the Policy is in force, subject to the terms and conditions stated herein.

Signed by and on behalf of

Max Life Insurance Company Limited

In this Policy, the investment risk in the investment portfolio is borne by You.

Policy: Max Life Forever Young Pension Plan

Type of Policy: A Unit Linked Pension Plan

UIN: 104L075V02

Office

Policy No./ Proposal No.:		Client ID:	
Date of Proposal:			
Policyholder/Proposer:		Age Admitted: Yes/No	
PAN:		Gender:	
Identification Source & I.D No.:		Tel No./Mobile No.:	
Relationship with Life Insured:		Email:	
Date of Birth:			
Address:			
Life Insured:		Age Admitted: Yes/No	
Identification Source & ID No.:		Gender:	
Date of Birth:			
Age:			
Nominee(s):		Appointee (if Nominee is minor):	
Relationship of Nominee(s) with Life Insured:			
Date of Birth:			
Date of Commencement:			
Rider: Max Life Partner Care (UIN - 104A023V01) - Yes/No		Rider term:	
Date of commencement:		Expiry date:	
Premium Payment Method:		Bill Draw Date:	
		Bank Account Number:	
Agent's name/Broker's name:		Agent's code/Broker's code:	
Email:		Broker's License No.:	
Address:		Mobile/Landline Telephone Number:	

List of coverage	Vesting Date	Insured Event	Policy Term	Premium Payment Term	Premium Payment Mode	Annualised Premium (INR)	Single Premium (INR)	Premium payable as per Premium payment mode selected (INR)	Due Date when Premium is payable	Date when the Last Premium is payable
Base policy:	Dd/mm/yy	As per Section 2 of Part C								



I. ALLOCATION PROPORTION AT THE DATE OF COMMENCEMENT

FUND NAME	ALLOCATION PROPORTION (as a % of the Premium received)
Pension Maximizer Fund	
Pension Preserver Fund	

DEFINITIONS APPLICABLE TO YOUR POLICY

The words and phrases listed below shall have the meaning attributed to them wherever they appear in the Policy unless the context otherwise requires.

1. “**Age**” means the Life Insured’s age on last birthday as on the Date of Commencement or on the previous Policy Anniversary, as the case may be;
2. “**Annualised Premium**” means an amount as specified in the Schedule;
3. “**Business Day**” shall mean days other than holidays where stock exchanges with national wide terminals are open for trade (other than day on which exchanges are open for testings) or any day declared by the IRDAI as business day;
4. “**Claimant**” means You (if You are not the Life Insured), Nominee(s) (if valid nomination is effected), assignee(s) or their heirs, legal representatives or holders of a succession certificate in case Nominee(s) or assignee(s) is/are not alive at the time of claim;
5. “**Date of Commencement**” means the date as specified in the Schedule, on which the insurance cover under the Policy commences;
6. “**Date of Discontinuance**” means the date on which We receive a written intimation from You about the Discontinuance of the Policy or You opting to choose to Revive the Policy or complete withdrawal (i.e. surrender) of the Policy or expiry of the Notice Period specified in Part C, whichever is earlier;
7. “**Discontinuance**” means the state of the Policy arising out of the surrender of the Policy or non-payment of the Premium due before the expiry of the Notice Period specified in Part C, whichever is earlier;
8. “**Discontinuance/ Surrender Charge**” means a charge levied by Us on the Discontinuance/ surrender of the Policy in accordance with the rates as specified in Part E;
9. “**Freelook**” means a period of 15 days (30 days if the Policy is sourced through distance marketing modes) from the date of receipt of the Policy, to review the terms and conditions of the Policy, where if You disagree to any of those terms and conditions, You may cancel it by returning the original copy with a written request, stating the objections/reasons for such disagreement, to Us. Upon return, the Policy will terminate forthwith and all rights, benefits and interests under the Policy will cease immediately. We will only refund an amount which will be equal to non-allocated Premium plus charges levied by cancellation of Units plus Fund Value at the date of cancellation less Mortality Charges (including applicable service tax) for the period of cover, Rider Charges (including applicable service tax), expenses incurred on medical examination, if any and stamp duty. For policies purchased under QROPS through transfer of UK tax relieved assets, the proceeds from cancellation in Freelook period shall only be transferred back to the fund house from where the money was received.
10. “**Force Majeure Event**” means an event by which performance of any of Our obligations are prevented or hindered as a consequence of any act of God, State, strike, lock-out, legislation or restriction by any government or other authority or any circumstance beyond Our control;
11. “**Funds**” mean the segregated investment funds established and managed by Us;



12. “**Fund Management Charge**” means a charge levied by Us for management of the Funds and calculated as a percentage of the Fund Value and appropriated by adjusting the NAV. The Fund Management Charge shall be levied on each Valuation Date throughout the Policy Term;
13. “**Fund Value**” means the total number of Units in the Fund(s) multiplied by the respective NAV of the Fund(s);
14. “**Grace Period**” means a period of 15 (Fifteen) days from the due date of the unpaid Premium for monthly Premium payment mode and 30 (Thirty) days from the due date of unpaid Premium for all other Premium payment modes;
15. “**Guaranteed Vesting Benefit**” means the following:
 - i. where You have chosen the Pension Maximizer Option, the Guaranteed Vesting Benefit will be equal to 101% of the total Premium (including all Top-up Premium and exclusive of Rider Charges) received until the Vesting Date; or
 - ii. where You have chosen the Pension Preserver Option, the Guaranteed Vesting Benefit will be equal to 110% of the total Premium (including all Top-up Premium and exclusive of Rider Charges) received until the Vesting Date
16. “**IRDAI**” means the Insurance Regulatory and Development Authority of India;
17. “**Life Insured**” means the person named in the Schedule, on whose life the Policy is effected;
18. “**Lock in Period**” means a period of 5 (Five) consecutive Policy Years from the Date of Commencement;
19. “**Monthly Anniversary**” means the date in every month corresponding with the Date of Commencement;
20. “**Mortality Charge**” means a charge levied by Us on the Sum at Risk for providing life insurance cover to the Life Insured during the Policy Term on the basis of his attained Age during the Policy Term in accordance with the rates as specified in Part E;
21. “**NAV**” or “**Net Asset Value**” or “**Unit Price**” means the price at which the Units are allocated to the Unit Account or cancelled from the Unit Account as per the terms and conditions specified in Part E and determined on each Valuation Date;
22. “**Nominee**” means a person nominated by You in accordance with Part F to receive the benefits under the Policy and whose name is mentioned in the Schedule;
23. “**Paid Up Policy**” means the Policy as specified in accordance with Clauses 5.2.3 and 5.2.4 of Part C;
24. “**Pension Discontinuance Policy Fund**” means Our segregated fund which is set aside and is constituted by the fund value of all discontinued policies on which a minimum guaranteed interest rate of 4% (Four percent) per annum (or as mandated by the IRDAI from time to time) is payable by Us;
25. “**Pension Maximizer Option**” means the Investment Option opted by You wherein 100% (One Hundred percent) of the Premiums including Top-Up Premiums, if any, will be invested by Us in the Pension Maximizer Fund in accordance with Section 1 of Part E;



26. "**Pension Preserver Option**" means the Investment Option opted by You wherein 100% (One Hundred percent) of the Premiums including Top-Up Premiums, if any, will be invested by Us in the Pension Preserver Fund in accordance with Section 1 of Part E;
27. "**Policy**" means the contract of insurance entered into between You and Us as evidenced by this document, the Proposal Form, the Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form along with any written instructions from You, subject to Our acceptance of the same and any endorsement issued by Us;
28. "**Policy Anniversary**" means the annual anniversary of the Date of Commencement;
29. "**Policy Administration Charge**" means a charge levied by Us for administration of the Policy during the Policy Term, starting from the Date of Commencement on each Monthly Anniversary by cancelling an appropriate number of Units in the Unit Account at the prevailing NAV and is specified in Part E;
30. "**Policy Term**" means the term of the Policy as specified in the Schedule;
31. "**Policy Year**" means a period of 12 (Twelve) months commencing from the Date of Commencement and every Policy Anniversary thereafter;
32. "**Premium**" means an amount as specified in the Schedule, payable by You, by the due dates to secure the benefits under the Policy;
33. "**Premium Allocation Charge**" means a charge as specified in Part E which is levied by Us and calculated as a percentage of the Premium including Top Up Premium , if any, and deducted from the Premium including Top Up Premium, if any, received by Us before the same is allocated to the Unit Account;
34. "**Premium Payment Term**" means the term as specified in the Schedule, during which the Regular Premiums are payable by You;
35. "**Proposal Form**" means the form filled in and completed by You for the purpose of obtaining insurance coverage under the Policy;
36. "**Regular Premium**" means the Premium payable to Us in regular installments throughout the Policy Term in the manner and at the intervals specified in the Schedule;
37. "**Revival**" means restoration of the Policy, which was discontinued due to nonpayment of Premium, by Us with all the benefits stated in the Policy, upon the receipt of all the due Premiums and other charges / late fee as provided in Clause 5 of Part C of the Policy;
38. "**Revival Period**" means a period of 2 (Two) years from the Date of Discontinuance;
39. "**Rider**" means benefits, which are in addition to basic benefits under the Policy;
40. "**Rider Charge**" means a charge levied by Us on the Rider Sum at Risk for providing life insurance cover to the Life Insured during the term of the Rider on the basis of the Life Insured's attained Age;
41. "**Rider Sum At Risk**" means the sum of all future Premiums payable under the Policy till the end of Premium Payment Term or the Policyholder attaining the Age of 60 (Sixty) years, whichever is lower;



42. “**Single Premium**” means the Premium paid to Us in a single installment as specified in the Schedule;
43. “**Schedule**” means the Policy schedule and any endorsements attached to and forming part of the Policy and if an updated Schedule is issued, then, the Schedule latest in time;
44. “**Sum at Risk**” means an amount which is positive and is equal to 105% (Hundred and Five percent) of the total Premium (including all Top up Premium and exclusive of Rider Charges) received until the Life Insured’s death less the Fund Value;
45. “**Top up Premium**” means any additional premium amount that is paid by You in accordance with Section 6 or Section 7 of Part D;
46. “**Underwriting Policy**” means an underwriting policy approved by Our board of directors;
47. “**Unit**” means a specific portion of the underlying Fund which is representative of Your entitlement in such Funds;
48. “**Unit Account**” means a notional account opened and managed by Us for You, in which the Units are allocated following the receipt of the Premium from You and in which the Units are cancelled by Us for the purpose of paying the benefits or for recovering the applicable charges;
49. “**Valuation Date**” means every Business Day on which We value the assets to which each of the Funds is referenced for the purpose of declaring the NAV;
50. “**Vesting Date**” means the date specified in the Schedule, on which the Policy Term expires;
51. “**We**”, “**Us**” or “**Our**” means Max Life Insurance Company Limited; and
52. “**You**” or “**Your**” means the policyholder as named in the Schedule.



PART C

POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT

1. ELIGIBILITY CONDITIONS

- 1.1. The Policy has been written on a single life basis only.
- 1.2. The minimum Age of the Life Insured on the Date of Commencement should be 30 (Thirty) years.
- 1.3. The maximum Age of the Life Insured on the Date of Commencement cannot exceed 65 (Sixty Five) years.
- 1.4. The minimum Age of the Life Insured on the Vesting Date cannot be less than 50 (Fifty) years provided that if the Policy has been sourced under QROPS through transfer of UK tax relieved assets, the minimum Age of the Life Insured on the Vesting Date cannot be less than 55 (Fifty Five) years as per the prevailing Her Majesty's Revenue & Customs (HMRC) regulations.
- 1.5. The maximum Age of the Life Insured on the Vesting Date cannot exceed 75 (Seventy Five) years.

2. BENEFITS

2.1. Death Benefit

- 2.1.1. In the event of the Life Insured's death during the Policy Term, provided the Policy is in force, We shall pay the Death Benefit to the Claimant which will be the higher of the following, post which the Policy will terminate:
 - 2.1.1.1. 105% (Hundred and Five percent) of the total Premium (including all Top-up Premium and exclusive of Rider Charges) received until the Life Insured's death; or
 - 2.1.1.2. Fund Value (as on the date of death of the Life Insured).
- 2.1.2. The Claimant shall be entitled to utilize the aforesaid proceeds in one of the following manner:
 - 2.1.2.1. Utilise the entire death benefit or part thereof to purchase an annuity from Us, at the then prevailing annuity rate;
 - 2.1.2.2. Withdraw the entire death benefit in full; or
 - 2.1.2.3. Utilise the entire death benefit or part thereof for purchasing a single premium deferred pension accumulation plan from Us which will enable the Claimant to buy an annuity at a chosen date in the future. In such cases, We shall not refund more than the extent allowed under the Income Tax Act, 1961 from the policy proceeds of the single premium deferred pension accumulation product.

2.2. Vesting Benefit

- 2.2.1. If the Life Insured is alive on the Vesting Date and the insurance cover under the Policy is in force or if the Policy is a Paid Up Policy, then, the vesting benefit will be the higher of the:



2.2.1.1. Fund Value applicable on the Vesting Date; or

2.2.1.2. Guaranteed Vesting Benefit.

2.2.2. On Vesting Date, You shall be entitled to utilize aforesaid proceeds in one of the following manner:

2.2.2.1. Commute an amount to the extent allowed under the Income Tax Act 1961 and utilise the balance amount to purchase an immediate annuity from Us, which shall be guaranteed for life, at the then prevailing annuity rate;

2.2.2.2. Utilise the entire proceeds to purchase the single premium pension accumulation product from Us; or

2.2.2.3. Extend the Policy Term provided that the Life Insured is less than Age 55 (Fifty Five) years.

2.3. **Non Negative Claw-back Additions**

2.3.1. In order to comply with the reduction in yield, We may arrive at specific non-negative additions, if any, to be added to the Funds from the end of 5th (Fifth) Policy Year and at the end of every Policy Year thereafter. Once added to the Funds, We will have no right to claw-back these additions. These additions will be done by crediting additional Units to the Unit Account at the prevailing NAV.

2.4. **Guaranteed Loyalty Additions**

2.4.1. Guaranteed loyalty additions are additional Units added to the Fund Value which shall be made available only if the Life Insured is alive and all due Premiums have been received by Us i.e. no loyalty additions will be available if the Policy is a Paid Up Policy.

2.4.2. We will add 0.50% of the Fund Value to the Fund(s) by creation of additional Units at the end of the 10th (Tenth) Policy Year. For each subsequent Policy Year, the guaranteed loyalty additions shall increase by an absolute rate of 0.02% of the Fund Value each year.

2.4.3. The additional Units shall be credited in different Funds in proportion of the Fund Value on the due date of payment of guaranteed loyalty additions.

2.4.4. In case of Revival of the Policy, the loyalty additions for previous Policy Years will be paid based on the Fund Value prevailing on the date of Revival of the Policy.

3. **PAYMENT OF BENEFITS**

3.1. The benefits under the Policy will be payable to the Claimant on submission of satisfactory proof to Us.

3.2. Once the benefits under the Policy are paid to the Claimant, the same will constitute a valid discharge of Our liability under the Policy.

4. **PAYMENT OF PREMIUMS**

[Note: The provisions of Clause 4 below are not applicable in case of Single Premium]



- 4.1. The Regular Premium is due and payable to Us during the Premium Payment Term by the due date specified in the Schedule. If the Regular Premium is not paid by the due date, You may pay the same during the Grace Period. During the Grace Period the insurance cover will continue and all charges under the Policy will continue to apply.
- 4.2. The Regular Premium can be paid by You annually, semi-annually, quarterly or monthly, as per the Premium payment mode chosen by You. You may change the Premium payment mode by submitting a written request to Us, provided that such change in Premium payment mode will be effective only on the Policy Anniversary following the receipt of such request.
- 4.3. You may pay the Regular Premium at any of Our offices or through Our website www.maxlifeinsurance.com or by any other means as informed by Us from time to time. Any Regular Premium paid by You will be deemed to have been received by Us only after the same has been realised and credited to Our bank account.
- 4.4. The Premium payment receipt shall be issued in Your name and shall be subject to realisation of the cheque or any other instrument/medium.

5. DISCONTINUANCE OF PAYMENT OF PREMIUMS

[Note: The provisions of Clause 5 below are not applicable in case of Single Premium]

5.1. Discontinuance of Payment of Regular Premium during the Lock in Period

- 5.1.1. If the Premium is not received by the expiry of the Grace Period, We will, within 15 (Fifteen) days of the expiry of the Grace Period, give a written notice to You to exercise one of the following options in writing within 30 (Thirty) days of the receipt of such notice (“**Notice Period**”):
 - i. choose to Revive the Policy within the Revival Period; or
 - ii. complete withdrawal (i.e. surrender) of the Policy without any risk cover.
- 5.1.2. If the complete withdrawal option is exercised by You, the provisions as mentioned in Clause 1.1 of Part D relating to surrender of the Policy within the Lock in Period will be applicable.
- 5.1.3. If You do not exercise any of the above options during the Notice Period, You will be deemed to have completely withdrawn from the Policy and the provisions as mentioned in Clause 1.1 of Part D shall apply. However, if You later approach Us to Revive the Policy within the Revival Period or before the end of Lock in Period, whichever is earlier, We shall Revive the same subject to Clause 5.1.5.
- 5.1.4. During the period up to the Date of Discontinuance, the risk cover will continue and all charges under the Policy will continue to apply.
- 5.1.5. If You have:
 - i. intimated Us that You will be exercising the option to Revive the Policy within the Revival Period;
 - ii. exercised the option to completely withdraw from the Policy; or

- iii. not paid the due Premium by the expiry of the Notice Period and not exercised any of the options mentioned above.

then, on the Date of Discontinuance, We will credit the Fund Value, by creation of Units, into the Pension Discontinuance Policy Fund after deducting applicable Discontinuance/ Surrender Charges. The risk cover under the Policy will cease and no further charges will be levied by Us other than the Fund Management Charge applicable on the Pension Discontinuance Policy Fund. In case, the Rider is opted with the Policy then the Rider will cease and no benefit with regard to the Rider will be paid.

- 5.1.6. On the expiry of the Lock in Period, We will close the Unit Account and the value of Units in the Pension Discontinuance Policy Fund as at that date shall be made available to You which You can utilize only in one of the following manners, unless You have exercised the option to Revive the Policy within the Revival Period.

- 5.1.6.1. You can commute an amount to the extent allowed under the Income Tax Act 1961 and utilise the balance amount to purchase an immediate annuity from Us at the then prevailing annuity rate; OR

- 5.1.6.2. You can utilise the entire proceeds to purchase the single premium deferred pension accumulation plan from Us.

- 5.1.7. For policies sourced under QROPS through transfer of UK tax relieved assets, the option to surrender will be available only on or after the Life Insured attains Age 55 (Fifty Five) years.

- 5.1.8. If You have chosen in writing that You will be Reviving the Policy within the Revival Period, You may exercise any of the following options in writing during the Revival Period:

- i. **Revive the Policy**

- a) Revive the Policy, subject to the following conditions:

- i) You give Us a written request to Revive the Policy;

- ii) The Life Insured produces an evidence of insurability at Your own cost, acceptable to Us as per Our Underwriting Policy; and

- iii) You pay Us all overdue Premiums, as the case may be, in full.

- b) On Revival, the insurance cover under the Policy (along with the Rider benefits, if any) as at the Date of Discontinuance will be restored and the Fund Value of the Units in the Pension Discontinuance Policy Fund as on the date of the Revival shall be credited back to the Fund(s) chosen by You. The Discontinuance/ Surrender Charges deducted will also be added back to Your Unit Account.

- c) The amount of Premium paid on Revival, less any Premium Allocation Charges attributable to the Premium paid on Revival in accordance with the ratio in which the Premium should be allocated in the Funds specified by You will be used to purchase Units at the Unit Price as on the date of Revival.

- d) An amount equal to the Policy Administration Charge falling due between the Date of Discontinuance and the date of Revival will be levied on Revival by cancelling Units in the Unit Account at their Unit Price.
- ii. **Complete Withdrawal from the Policy without any risk cover**
 - a) If You exercise the option of complete withdrawal, then, on the date of surrender, the following shall be applicable:
 - i) If the Lock in Period has not expired, the provisions relating to surrender of the Policy within the Lock in Period as per Clause 1.1 of Part D shall be applicable.
 - ii) If the Lock in Period has expired, the provisions relating to surrender of the Policy after the Lock in Period as per Clause 1.2 of Part D shall be applicable.
- iii. **Deemed Option**
 - a) If You do not exercise any option during the Revival Period, then at the expiry of the later of the Revival Period or the Lock in Period, You will be deemed to have completely withdrawn from the Policy and the provisions of Clause 1.1 of Part D shall apply.
 - b) During the period up to the expiry of the Revival Period or the earlier exercise of any of the above options, the Policy will continue to be in Discontinuance mode with no risk cover and no charges shall be levied by Us other than the Fund Management Charge applicable on the Pension Discontinuance Policy Fund. If the Life Insured dies when the Policy is in Discontinuance mode, We will pay the Fund Value on the date of death and any Discontinuance Charges deducted shall be added back to the Fund Value if You have not exercised the complete withdrawal option.

5.2. **Discontinuance of Payment of Regular Premium after the Lock in Period**

- 5.2.1. If the Regular Premium is not received in full by the expiry of the Grace Period, We will, within 15 (Fifteen) days of the expiry of the Grace Period, give a written notice to You to exercise one of the following options in writing within 30 (Thirty) days of the receipt of such notice (“**Notice Period**”):
 - i. choose to Revive the Policy within the Revival Period;
 - ii. complete withdrawal (surrender) of the Policy without any risk cover;
 - iii. convert the Policy into a Paid Up Policy.
- 5.2.2. If the complete withdrawal option is exercised by You, then, provisions relating to surrender of the Policy after the Lock in Period as per Clause 1.2 of Part D will be applicable.
- 5.2.3. If You choose to convert Policy into a Paid Up Policy, the Policy will continue without any further Premiums payable till the end of the Policy Term and all applicable charges i.e. Policy Administration Charge, Mortality Charge and Fund Management Charge will continue to be levied. In this case, the death benefit under the Paid Up Policy will be the higher of the Fund Value (as on the date of the death of the Life Insured) and 105% (Hundred and Five percent) of the total Premiums (including any Top-up Premium) received until the Life Insured’s death. In case, the Rider is opted with the Policy then the



Rider will cease and no benefit with regard to the Rider will be paid.

- 5.2.4. A Policy once converted to a Paid Up Policy can be Revived (along with Rider, if any) during the Revival Period in accordance with Clauses 5.2.7. However, if the Policy is not Revived during the Revival Period it will continue to be a Paid Up Policy for the remaining part of the Policy Term.
- 5.2.5. If You do not exercise any of the above options during the Notice Period, You will, by default, be deemed to have completely withdrawn from the Policy and the surrender provisions after the Lock in Period as per Clause 1.2 of Part D will be applicable.
- 5.2.6. During the period up to the Date of Discontinuance, the risk cover will continue and all charges under the Policy will continue to apply.
- 5.2.7. If You have chosen in writing the option to Revive the Policy within the Revival Period, You may exercise any of the following options in writing during the Revival Period:

i. **Revive the Policy**

- a) Revive the Policy, subject to the following conditions:
- i) You give Us a written request to Revive the Policy;
 - ii) The Life Insured produces an evidence of insurability at Your own cost, acceptable to Us as per Our Underwriting Policy; and
 - iii) You pay Us all overdue Premiums in full.
- b) The amount of Premium paid on Revival, less any Premium Allocation Charges attributable to the Regular Premium paid on Revival in accordance with the ratio in which the Regular Premium should be allocated in the Funds specified by You will be used to purchase Units at the Unit Price as on the date of Revival.
- c) On Revival, We shall credit all the guaranteed loyalty additions, if any, that would otherwise have been payable for the Revival Period in accordance with Clause 2.4 of Part C at the Fund Value prevailing on the date of Revival.
- d) If You do not exercise any option during the Revival Period, then at the expiry of the Revival Period, You will be deemed to have completely withdrawn from the Policy and the provisions of the surrender after the Lock in Period as per Clause 1.2 of Part D shall be applicable.
- e) During the period up to the expiry of the Revival Period or the earlier exercise of any of the above options, the Policy will continue with full risk cover and all applicable charges i.e. Policy Administration Charge, Mortality Charge, Rider Charge, if any, and Fund Management Charge will be levied during the Revival Period.

ii. **Complete Withdrawal from the Policy without any risk cover**

- a) If You exercise the option of complete withdrawal, then, on such date, the provisions relating to surrender of the Policy after the Lock in Period as per Clause 1.2 of Part D shall be applicable.



iii. **Convert the Policy into a Paid Up Policy**

- a) If You choose the option to convert the Policy to a Paid Up Policy, the provisions of Clauses 5.2.3 and 5.2.4 of Part C shall apply.



PART D

POLICY SERVICING CONDITIONS & OPTIONS AVAILABLE UNDER THE POLICY

1. SURRENDER

At any time during the Policy Term, You have the right to surrender the Policy by giving Us a written notice:

1.1. Surrender within the Lock in Period

1.1.1. If You surrender the Policy within the Lock in Period, We will credit the Fund Value by creation of Units into the Pension Discontinuance Policy Fund after deducting applicable Discontinuance/Surrender Charges.

1.1.2. Until the expiry of the Lock in Period, only the Fund Management Charge applicable on the Pension Discontinuance Policy Fund shall be levied and no other charges will be levied by Us.

1.1.3. If the Life Insured dies after the Fund Value has been transferred to the Pension Discontinuance Policy Fund, We will close the Unit Account and the value of Units in the Pension Discontinuance Policy Fund on the date of death of Life Insured shall be paid to You or the Nominee.

1.1.4. On the expiry of the Lock in Period, We will close the Unit Account and the value of Units in the Pension Discontinuance Policy Fund as at that date shall be made available to You which You can utilize only in one of the following manners:

1.1.4.1. You can commute an amount to the extent allowed under the Income Tax Act 1961 and utilise the balance amount to purchase an immediate annuity from Us at the then prevailing annuity rate; or

1.1.4.2. You can utilise the entire proceeds to purchase the single premium deferred pension accumulation plan from Us;

1.1.5. For policies sourced under QROPS through transfer of UK tax relieved assets, the option to surrender will be available only on or after the Life Insured attains Age 55 (Fifty Five) years.

1.2. Surrender after the completion of the Lock in Period

1.2.1. If You surrender the Policy after the completion of the Lock in Period, We shall close the Unit Account and the Fund Value prevailing on the date of receipt of a valid request for surrender shall be made available to You which You can utilize only in one of the following manners:

1.2.1.1. You can commute an amount to the extent allowed under the Income Tax Act 1961 and utilise the balance amount to purchase an immediate annuity from Us at the then prevailing annuity rate; or

1.2.1.2. You can utilise the entire proceeds to purchase the single premium deferred pension accumulation plan from Us.

1.2.2. For policies sourced under QROPS through transfer of UK tax relieved assets, the option to surrender



will be available only on or after the Life Insured attains Age 55 (Fifty Five) years.

2. LOANS

2.1. You are not entitled to loans under the Policy.

3. PREMIUM REDIRECTION

3.1. Premium redirection is not permitted under this Policy.

4. SWITCH

4.1. Switching Units from one Fund to another Fund is not allowed under the Policy.

5. PARTIAL WITHDRAWALS

5.1. Partial Withdrawals are not permitted under the Policy.

6. TOP UP PREMIUM

6.1. You may pay Top up Premium under the Policy provided that:

6.1.1. Top up Premium will be accepted only if the due Premium has been received in full;

6.1.2. We will not accept more than 12 Top up Premiums in any Policy Year;

6.1.3. We will not accept any Top up Premium in a Policy Year if the total Top up Premiums received in that Policy Year will exceed 150% of the Regular Premium payable for that Policy Year;

6.1.4. We will not accept any Top up Premium which is less than Rs.1,000;

6.1.5. The Top up Premium will be allocated to the Funds in the same proportion as applicable to the Premium; or

6.1.6. The Top Up Premium shall only be invested by Us in the Pension Preserver Option or Pension Maximizer Option, as chosen by You at the inception of this Policy.

7. SAVE MORE TOMORROW

7.1. Under this Policy provided You have opted to pay Regular Premium, then, You may opt for "Save More Tomorrow Option" at the inception of this Policy as specified in the Schedule. This option cannot be opted at any time after the Date of Commencement. You may choose to exercise this option by giving Us a written notice. When this option is in force, You will pay 5% of the Regular Premium payable for one Policy Year as a Top up Premium which will increase by 5% each Policy Year until the end of the Policy Term, subject to the total Top up Premiums received in the Policy Year not exceeding 150% of the Regular Premium payable for that Policy Year. You may discontinue this option during the Policy Term by giving Us a written notice.

8. TERMINATION

8.1. The Policy shall terminate upon happening of the earliest of the following events:



- 8.1.1. on the date on which We receive a valid Freelook cancellation request from You;
- 8.1.2. on payment of death benefit as per Clause 2.1 of Part C or the date of intimation of repudiation of the claim in accordance with the provisions of the Policy;
- 8.1.3. on the date of surrender of the Policy after the Lock in Period;
- 8.1.4. upon the Fund Value becoming equal to or less than zero in accordance with Clause 5 of Part E; or
- 8.1.5. on the Vesting Date;

9. **UPON DEATH OF POLICYHOLDER AND CHANGE IN POLICYHOLDER**

- 9.1. If You and the Life Insured are different then, upon Your death, no benefits shall become payable under the Policy. Your legal heirs may continue to avail the benefits under the Policy, by paying the due Premiums to Us and by submitting the requisite documents as specified by Us and subject to other conditions prescribed by Us from time to time.
- 9.2. You may request Us to make the Life Insured, the Policyholder under the Policy by giving Us prior written notice provided that the Life Insured shall not become the Policyholder unless the Life Insured meets all our eligibility criteria in accordance with Our guidelines and policies and We have issued a written endorsement under the Policy confirming the change in Policyholder.
- 9.3. From the date of Our written endorsement confirming the Life Insured as the Policyholder, You shall automatically cease to have any rights, benefits or obligations under the Policy and all rights, benefits and obligations shall vest entirely with the Life Insured.



PART E

INVESTMENT OPTIONS & APPLICABLE CHARGES

1. FUNDS

1.1. The Funds currently available for investment under the Policy and the investment objectives of each Fund are as follows. You shall invest 100% of the Premium in either one of these Funds. The choice of Fund shall be made prior to the Date of Commencement and You shall not be permitted to change the Fund chosen during the Policy Term:

Name of Fund	Investment objectives	Investment mix	Risk rating
Pension Maximizer Fund (SFIN: ULIF01715/02/13P ENSMAXIMI104)	Fund aims to provide potentially higher returns by investing in a combination of listed equities (to target growth in capital value of assets) and fixed income instruments such as Government securities, corporate bonds and money market instruments.	Government securities and Corporate bonds: 40-80% Money market & Cash instruments: 0-40% Equities: 20-60%	Medium
Pension Preserver Fund (SFIN: ULIF01815/02/13P ENSPRESER104)	Fund aims to provide stable returns by investing in assets of relatively low to moderate level of risk. The Fund will invest primarily in fixed interest securities such as Government securities, corporate bonds and money market instruments. The Fund will also invest in equities.	Government securities and Corporate bonds: 60-90% Money market & Cash instruments: 0-40% Equities: 10-35%	Low
Pension Discontinuance Policy Fund (SFIN: ULIF01912/08/13P ENSDISCON104) (Available only in case of Discontinuance of Policy)	Our segregated fund that is set aside and is constituted by the fund value of all discontinued pension policies on which a minimum guaranteed interest rate of 4% (Four percent) per annum (or as mandated by the IRDAI from time to time) is payable by Us. The excess income earned in the Pension Discontinuance Policy Fund over and above the minimum guaranteed interest rate shall also be apportioned to the Pension Discontinuance Policy Fund and shall not be made available to Our shareholders.	Money market instruments: 0% - 40% Government securities: 60% - 100%	Low

1.2. We may add, close, combine or modify any Fund with the prior approval of the IRDAI. We will send You prior written notice of at least 60 (Sixty) days of Our intention to add, close, combine or modify any Fund.



2. ALLOCATION OF PREMIUM

- 2.1. We will allocate the Premium on the later of the date of receipt of the Premium or the Premium due date, as the case may be to the Fund chosen by You and in the allocation proportion specified in the Schedule (or as modified from time to time) after deduction of the Premium Allocation Charge.

3. UNITS & UNIT PRICE

- 3.1. We will initially open a Unit Account as on the Date of Commencement.
- 3.2. Units will be purchased and cancelled at the Unit Price/NAV. The number of Units shall be expressed up to 3 (Three) decimal places.
- 3.3. Units will be cancelled from the Unit Account for recovering applicable charges and for payment of benefit amounts and other amounts which are payable from the Fund Value.
- 3.4. The underlying assets in all Funds belong to Us. Units are purely notional and are only for the purpose of determining the charges recoverable and amounts payable under the Policy. Neither the Units nor the Unit Account gives rise or shall be deemed to give rise to any legal or beneficial ownership or right to You, the Life Insured, Nominee or the Claimant in either the assets to which the Funds are referenced or the income from those assets or any surpluses in any Funds or in Our profits or assets.
- 3.5. The Fund Value of this Policy is determined on the basis of the market value at which the underlying assets can be purchased or sold, together with the addition (cost of purchasing) or deduction (cost of selling) plus the value of current assets plus any accrued income net of fund management charges (inclusive of charge of guarantee) less the value of current liabilities and provisions, if any.
- 3.6. The NAV shall be determined on each Valuation Date. The NAV in respect of each Fund will be determined by dividing the value of the Fund with the number of Units on the Valuation Date subject to rounding up or down by not more than 1% (One percent) of a Rupee.
- 3.7. **Unit Encashment**
- 3.7.1. For Premium received by a local cheque or a demand draft payable at par at the place where premium is received or by cash before 3:00 p.m. on a Business Day, the closing NAV of the day on which the Premium is received by Us shall be applicable.
- 3.7.2. For Premium received by a local cheque or a demand draft payable at par at the place where the Premium is received or by cash after 3:00 p.m. on a Business Day, the closing NAV of the next Business Day shall be applicable.
- 3.7.3. For Premium received through an outstation cheque/demand draft, the closing NAV of the Business Day on which such cheque/demand draft is realized shall be applicable.
- 3.7.4. For valid requests for vesting or surrender received up to 3.00 p.m. on a Business Day, the closing NAV of the same day shall be applicable.
- 3.7.5. For valid requests for vesting or surrender received after 3.00 p.m. on a Business Day or in case of any request received on a day which is not a Business Day, the closing NAV of the next Business Day shall



be applicable.

3.7.6. For all transactions including death benefit or vesting benefit payments that arise on a day which is not a Business Day, the closing NAV of the next Business Day shall be applicable.

4. CHARGES

4.1. The following charges shall be levied by Us under the Policy during the Policy Term:

4.1.1. The Premium Allocation Charge is as follows:

i. For Regular Premium:

Policy Year	Premium Allocation Charge (as a % of the Regular Premium paid to Us)	
	Annual Mode	Non Annual Mode
1-10	2%	1.25%
11 and thereafter	Nil	Nil

ii. For Single Premium, there will be no Premium Allocation Charge.

iii. For Top up Premium, the Premium Allocation Charge will be 1% of the Top up Premium received.

4.1.2. Fund Management Charge shall be levied at rates equal to the annual rate, as given below, divided by 365 (Three Hundred Sixty Five) and multiplied by the number of days that have elapsed since previous Valuation Date:

Fund name	Fund Management Charge (levied as a % per annum of the Fund Value)	Charge of Guarantee (levied as a % per annum of the Fund Value)	Total Fund Management Charge (as a % per annum of the Fund Value)
Pension Preserver Fund	1.25%	0.20%	1.45%
Pension Maximizer Fund	1.25%	0.40%	1.65%
Pension Discontinuance Policy Fund	0.50%	NIL	0.50%

We have the right to revise the Charge of Guarantee, subject to a maximum of 0.50% with the prior approval of the IRDAI.

4.1.3. The Policy Administration Charge will be deducted starting from the first Policy Year on a monthly basis during the Policy Term. The rates of the Policy Administration Charge is as follows:

Premium Payment Term	Policy Administration Charge

Single Premium	0.08% of the Single Premium per month, increasing at 4% per annum commencing from the 2nd (second) Policy Year. This charge is capped at Rs.400 per month.
Regular Premium	For Policy Year 1-5: 0.36% of the Regular Premium for the Policy Year will be levied per month. For Policy Year 6 onwards: 0.46% of the Regular Premium for the Policy Year will be levied per month increasing at 5% per annum commencing from the 7th (seventh) Policy Year. This charge is capped at Rs.400 per month.

4.1.4. **Miscellaneous charge:** Rs.250 per transaction, for any alterations made to the Policy such as a change in the Vesting Date.

4.1.5. **Mortality Charge:** The Mortality Charge shall be levied in accordance with the table specified below:

Mortality Charge per ₹ 1,000 Sum at Risk			
Attained Age	Mortality Rate	Attained Age	Mortality Rate
30	1.17	53	7.12
31	1.17	54	7.84
32	1.20	55	8.61
33	1.25	56	9.43
34	1.31	57	10.29
35	1.39	58	11.03
36	1.48	59	11.95
37	1.59	60	13.07
38	1.72	61	14.39
39	1.87	62	15.90
40	2.05	63	17.61
41	2.25	64	19.52
42	2.42	65	21.62
43	2.60	66	22.72
44	2.83	67	25.62
45	3.11	68	28.82
46	3.44	69	32.37
47	3.82	70	36.29
48	4.24	71	40.62
49	4.72	72	45.39
50	5.24	73	50.64
51	5.82	74	56.40
52	6.44		

During the Policy Term, a proportionate Mortality Charge shall be levied by Us on every Monthly Anniversary by cancelling an appropriate number of Units from the Unit Account at the prevailing NAV.

4.1.6. **Rider Charges:** If You have opted for Rider, then, We will levy a Rider Charge for providing You the cover during the period of coverage under the Rider. During the Rider term, a proportionate Rider Charge shall be levied by Us on every Monthly Anniversary by cancelling an appropriate number of Units at their NAV.

4.1.7. **Discontinuance/ Surrender Charge:** This charge shall be levied on the Discontinuance/ surrender of the Policy in accordance with the following table:

i. For Regular Premium:

Policy Year of surrender/ Discontinuance	Surrender/ Discontinuance Charge shall be lower of the following:	
	As a percentage of Annualised Premium or Fund Value	Fixed amount (in ₹)
1st Policy Year	6%	6,000
2nd Policy Year	4%	5,000
3rd Policy Year	3%	4,000
4th Policy Year	2%	2,000
5 th Policy Year onwards	Nil	Nil

ii. For Single Premium:

Policy Year of surrender/ Discontinuance	Surrender/Discontinuance Charge shall be lower of the following:	
	As a percentage of Single Premium or Fund Value	Fixed amount (in ₹)
1 st Policy Year	1%	6,000
2 nd Policy Year	0.5%	5,000
3 rd Policy Year	0.25%	4,000
4 th Policy Year	0.1%	2,000
5 th Policy Year onwards	Nil	Nil

There is no surrender charge on fund value pertaining to Top up Premium.

4.1.8. **Taxes:** All charges are subject to service tax, cess or levies, as may be applicable from time to time.

5. AUTOMATIC TERMINATION OF THE POLICY

5.1. At any time during the Policy Term, when the Fund Value becomes equal to or less than zero, the Policy will terminate even if all due Premium(s) have been paid.

GENERAL TERMS & CONDITIONS

1. TAXES

- 1.1. All Premiums are subject to applicable taxes, cesses, levies including service tax and education cess etc. which will entirely be borne by You and will always be paid by You along with the Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under the Policy, We reserve the right to claim the same from You. Alternatively, We have the right to deduct the amount from the benefits payable by Us under the Policy.
- 1.2. Tax benefits and liabilities under the Policy are subject to prevailing tax laws. Tax laws and the benefits arising thereunder are subject to change. You are advised to seek an opinion from Your tax advisor in relation to the tax benefits and liabilities applicable to You.

2. RISK FACTORS

- 2.1. You understand and agree that:
 - 2.1.1. “**Max Life Insurance Company Limited**” is only the name of the insurance company and “**Max Life Forever Young Pension Plan**” is a unit linked non-participating plan. Unit linked life insurance products are different from the non linked life insurance products and are subject to investment risks which are to be borne by You.
 - 2.1.2. “**Max Life Forever Young Pension Plan**” is only the name of the linked insurance product and does not in any way indicate the quality of the product, its future prospects or returns.
 - 2.1.3. We do not guarantee the Fund Value or NAV. Depending on market risk and the performance of the Funds to which the Units are referenced, the Fund Value may fall, rise or remain unchanged and You are responsible for Your decisions. There can be no assurance that the objectives of any Fund will be achieved and none is given by Us.
 - 2.1.4. The past performance of any Fund is not necessarily indicative of the future performance of any Fund.
 - 2.1.5. The Funds do not offer a guaranteed or assured return except specified otherwise in Part E and in the case of the Pension Discontinuance Policy Fund which offers minimum guarantee of 4% (Four percent) currently or as prescribed by the IRDAI from time to time.
 - 2.1.6. The various Funds offered under “**Max Life Forever Young Pension Plan**” are the names of the Funds and do not in any way indicate the quality of the product, its future prospects or returns.

3. CLAIM PROCEDURE

- 3.1. For processing a claim request under the Policy, We will require all of the following documents:
 - 4.1.1 Claimant’s statement in the prescribed form;
 - 4.1.2 original Policy document;



- 4.1.3 a copy of police complaint/ first information report (only in the case of death by accident of the Life Insured);
 - 4.1.4 a copy of duly certified post mortem report (only in the case of death by accident of the Life Insured);
 - 4.1.5 death certificate issued by the local/municipal authority (only in the case of death of the Life Insured);
 - 4.1.6 identity proof of the Claimant bearing their photographs and signatures (only in the case of the death of the Life Insured); and
 - 4.1.7 any other documents or information required by Us for assessing and approving the claim request.
- 3.2. A Claimant can download the claim request documents from Our website www.maxlifeinsurance.com or can obtain the same from any of Our branches.
- 3.3. We reserve the right to scrutinize the documents submitted by the Claimant and/or investigate the cause of death of the Life Insured and deny the claim partially or completely on the basis of Our scrutiny of the documents or investigation, as the case may be. We shall pay the benefits under the Policy subject to Our satisfaction:
- 4.3.1 that the benefits have become payable as per the terms and conditions of the Policy; and
 - 4.3.2 of the bonafides and credentials of the Claimant.
- 3.4. Subject to Our discretion and satisfaction, in exceptional circumstances such as on happening of a Force Majeure Event, We may decide to waive all or any of the requirements set out in Section 4.1 of Part F.

4. DECLARATION OF THE CORRECT AGE

- 4.1. Declaration of the correct Age and/ or gender of the Life Insured is important for Our underwriting process and calculation of Premiums payable under the Policy. If the Age and/ or gender declared in the Proposal Form is found to be incorrect at any time during the Policy Term or at the time of claim, We may revise the Premium with interest and/ or applicable benefits payable under the Policy in accordance with the Premium and benefits that would have been payable, if the correct Age and/ or gender would have made the Life Insured eligible to be covered under the Policy on the Date of Commencement subject to Section 45 of the Insurance Act, 1938.

5. FRAUD, MISREPRESENTATION AND FORFEITURE

- 6.1 Fraud, misrepresentation and forfeiture would be dealt with in accordance with 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 the above section is enclosed in Annexure – (1) for reference]*”

6. SUICIDE EXCLUSION

- 6.1. Notwithstanding anything stated herein, if the Life Insured commits suicide, whether sane or insane, within 1 year from the Date of Commencement or from the date of Revival of the Policy, all risks and benefits under the Policy will cease and no benefits will be payable. In such an event, We will only pay Fund Value prevailing on the date of death of the Life Insured to Claimant. The Claimant has the option to utilize the Fund Value so paid, in the manner provided in Section 2.1 of Part C. For avoidance of any doubt, any Charges recovered



subsequent to the date of death of the Life Insured shall be paid-back to the Claimant.

7. TRAVEL AND OCCUPATION

7.1. There are no restrictions on travel or occupation under the Policy.

8. NOMINATION

8.1. Nomination is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. *[A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (2) for reference]*

9. ASSIGNMENT

10.1 Assignment is allowed as per Section 38 of the Insurance Act, 1938 as amended from time to time. *[A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (3) for reference]*

10. POLICY CURRENCY

10.1. The Policy is denominated in Indian Rupees. Any benefit/claim payments under the Policy will be made in Indian Rupees by Us or in any other currency in accordance with the applicable guidelines issued by the Reserve Bank of India from time to time.

11. ELECTRONIC TRANSACTIONS

11.1. You will comply with all the terms and conditions with respect to all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centre, tele-service operations or by other means of telecommunication established by Us or on Our behalf, for and in respect of the Policy or services, which will constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities.

12. DUPLICATE POLICY

12.1. In case of loss of the Policy document, You may contact Our nearest branch office to know the requirements for issuance of a duplicate Policy document. The duplicate Policy shall be issued without any charge.

13. AMENDMENT

13.1. No amendments to the Policy will be effective, unless such amendments are expressly approved in writing by Us and/or by the IRDAI (wherever applicable).

14. REGULATORY AND JUDICIAL INTERVENTION

14.1. If any competent regulatory body or judicial body imposes any condition on the Policy for any reason, We are bound to follow the same which may include suspension of all benefits and obligations under the Policy.

15. FORCE MAJEURE

15.1. The performance of the Policy may be wholly or partially suspended during the continuance of such Force



Majeure Event under an intimation to or approval of the IRDAI. We will resume Our obligations under the Policy after the Force Majeure Event ceases to exist.

16. COMMUNICATION AND NOTICES

- 16.1. All notices meant for Us should be in writing and delivered to Our address as mentioned in Part G or such other address as We may notify from time to time. You should mention the correct Policy number in all communications including communications with respect to Premium remittances made by You.
- 16.2. All notices meant for You will be in writing and will be sent by Us to Your address as shown in the Schedule or as communicated by You and registered with Us. We may send You notices by post, courier, hand delivery, fax or e-mail/electronic mode or by any other means as determined by Us. If You change Your address, or if the address of the Nominee changes, You must notify Us immediately.
- 16.3. For any updates, please visit Our website www.maxlifeinsurance.com.

17. GOVERNING LAW AND JURISDICTION

- 17.1. The Policy will be governed by and enforced in accordance with the laws of India. The competent courts in India will have exclusive jurisdiction in all matters and causes arising out of the Policy.

GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS

1. DISPUTE REDRESSAL PROCESS UNDER THE POLICY

- 1.1. All consumer grievances and/or queries may be first addressed to Your agent or Our customer helpdesk as mentioned below:

Max Life Insurance Company Limited
Plot 90A, Sector 18, Gurgaon, 122015, Haryana, India
Toll Free No. – 1800 200 5577
Email: service.helpdesk@maxlifeinsurance.com

- 1.2. If Our response is not satisfactory or there is no response within 15 (Fifteen) days:

- 1.2.1. the complainant or his legal heirs may file a written complaint with full details of the complaint and the complainant's contact information to the following official for resolution:

Head Operations and Customer Services,
Max Life Insurance Company Limited
Plot No. 90A, Sector 18, Gurgaon, 122015, Haryana, India
Toll Free No. – 1800 200 5577
Email: manager.services@maxlifeinsurance.com;

- 1.2.2. the complainant or his legal heirs may approach the Grievance Cell of the IRDAI on the following contact details:

IRDAI Grievance Call Centre (IGCC) Toll Free No:155255 or 1800 4254 732
Email ID: complaints@irda.gov.in

- 1.2.3. You can also register Your complaint online at <http://www.igms.irda.gov.in/>

- 1.2.4. You can also register Your complaint through fax/paper by submitting Your complaint to:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheerbagh
Hyderabad – 500 029, Andhra Pradesh
Fax No: 91- 40 – 6678 9768

- 1.3. If You are not satisfied with the redressal or there is no response within a period of 1 (One) month, the complainant or his legal heirs may approach Insurance Ombudsman at the address mentioned in Annexure A or on the IRDAI website www.irda.gov.in, if the grievance pertains to:

- 1.3.1. any partial or total repudiation of a claim by Us;

- 1.3.2. any dispute on the legal construction of the Policy in so far as such dispute relate to a claim;



- 1.3.3. delay in settlement of a claim;
 - 1.3.4. any dispute with regard to the Premium paid or payable in terms of the Policy; or
 - 1.3.5. non issuance of any insurance document after receipt of the Premium.
- 1.4. As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, a complaint to the Insurance Ombudsman can be made only within a period of 1 (One) year after Our rejection of the representation or the date of Our final reply on the representation of the complainant, provided the complaint is not on the same matter, for which any proceedings before any court, or consumer forum or arbitrator is pending.

**Annexure A1
List of Insurance Ombudsman**

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, Ahmedabad-380 014. Tel.:- 079-2756150/27546139 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, Bhopal(M.P.)-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar-751 009. Tel.:- 0674- 2596461/2596455 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, Chandigarh-160 017. Tel.:- 2706196 / 2706468 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet,	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).

Chennai-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building., Asaf Ali Road, New Delhi-110 002. Tel.:- 011- 23239633 / 23237532 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in	States of Delhi
GUWAHATI Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, Guwahati-781 001 Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
JAIPUR Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	State of Rajasthan
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, Ernakulam-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
KOLKATA, Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, Kolkata-700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.

<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	<p>States of Uttar Pradesh and Uttaranchal.</p>
<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai-400 054. Tel : 022- 26106552 / 26106960 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in</p>	<p>State of Goa and Mumbai Metropolitan Region excluding Navi Mumbai and Thane.</p>
<p>PUNE Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan Bldg, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayanpet, Pune – 411030. Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in</p>	<p>State of Maharashtra including Navi Mumbai and Thane and excluding Mumbai Metropolitan Region.</p>
<p>NOIDA Office of the Insurance Ombudsman, Email: bimalokpal.noida@gbic.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA Office of the Insurance Ombudsman, Email: bimalokpal.patna@gbic.co.in</p>	<p>Bihar, Jharkhand.</p>

Annexure 1

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 yrs 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 policywhichever 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 policywhichever 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 only a simplified version prepared for general information. You are advised to refer to the Insurance Act 1938 as amended from time to time for complete and accurate details.]

Annexure 2

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:

1. The policyholder of a life insurance policy 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.
2. 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 is to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. 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.
5. 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.
6. 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.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. 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.
9. 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 get affected 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 life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act 2015.

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 Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Act, 1938 as amended from time to time, 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.

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Annexure 3

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. The 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 or 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;
 - b. not in the interest of the policyholder;
 - 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 the 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;
 - b. may institute any proceedings in relation to the policy; and
 - 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) Act, 2015 shall not be affected by this section.

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