

PART A

Welcome to Max Life Insurance

June 17
<Name of the Policyholder>
<Address 1>
<Address 2>
<City> - <Pin Code> <State>
G. O. <G O Name>
Name:
Policy no.: <Policy number>
Telephone: <Telephone number>
Email id: <Email address>

Dear <Name of the Policyholder>,

Thank you for opting for **Max Life Maxis Super Plan.**

***What to do
in case of
errors***

On examination of the policy (enclosed herewith), 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.
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***Cancelling
the Policy***

In case you are not 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 free look 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 the premiums received by us after deducting the proportionate risk premium for the period of cover, charges of stamp duty paid and the expenses incurred on medical examination of the Life Insured, if any.

***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.

Indeevar Krishna
Executive Vice President and Head (Customer Service and Operations)

CC:- <Relationship Manager>

AGENT NAME:

PH.NO.:

ADDRESS:

Max Life Insurance Company Limited.

Plot No. 90A, Sector 18, Gurugram, 122015, Haryana, India

Phone: 4219090 Fax: 4159397 (From Delhi and Other cities: 0124) Customer Helpline: 1800 200 5577

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

Visit Us at: www.maxlifeinsurance.com E-mail: service.helpdesk@maxlifeinsurance.com

IRDAI Registration No: 104 Corporate Identity Number: U74899PB2000PLC045626



POLICY PREAMBLE

MAX LIFE INSURANCE COMPANY LIMITED

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

Max Life Maxis Super

A Non-Participating Unit Linked Insurance Plan

UIN: 104L081V02

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, report 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.

Max Life Insurance Company Limited

SCHEDULE

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

I. DETAILS OF POLICY

BASE POLICY: Max Life Maxis Super	TYPE OF POLICY – A Non- Participating Unit Linked Insurance Plan
OFFICE:	PROPOSAL NO.:
POLICY NO.:	
DATE OF PROPOSAL:	
EFFECTIVE DATE:	
NAME OF THE INSURANCE	
AGENT/BROKER:	
LICENSE NO.:	
INSURANCE AGENT/BROKER CODE:	
ADDRESS:	
TEL.NO.:	
MOBILE NO.:	
EMAIL:	

II. DETAILS OF POLICYHOLDER

POLICYHOLDER/PROPOSER:	
CLIENT ID:	
DATE OF BIRTH:	
AGE:	
GENDER:	
RELATIONSHIP WITH THE LIFE INSURED:	
IDENTIFICATION SOURCE & I.D.NO.:	
ADDRESS:	
TEL.NO.:	
MOBILE NO.:	
EMAIL:	
BANK ACCOUNT NUMBER:	
PERMANENT ACCOUNT NUMBER:	
NOMINEE:	APPOINTEE (IF NOMINEE IS A MINOR):
RELATIONSHIP OF NOMINEE WITH POLICYHOLDER:	
DATE OF BIRTH:	

III. DETAILS OF LIFE INSURED

LIFE INSURED:
DATE OF BIRTH:
AGE:
AGE ADMITTED:

GENDER:
IDENTIFICATION SOURCE & I.D.NO.:

IV. DETAILS OF POLICY COVERAGE

SUM ASSURED:
MATURITY DATE:
POLICY TERM:
PREMIUM PAYABLE (in ₹):
PREMIUM FREQUENCY:
PREMIUM PAYMENT TERM:
DUE DATES WHEN PREMIUM IS PAYABLE/ DATE WHEN THE LAST INSTALMENT OF PREMIUM IS PAYABLE:
BILL DRAW DATE:
BANK ACCOUNT NUMBER:
ANNUALISED PREMIUM:
DYNAMIC FUND ALLOCATION OPTION: Yes/No
PREMIUM PAYMENT METHOD:

V. ALLOCATION PROPORTION AT THE EFFECTIVE DATE (Applicable if Dynamic Fund Allocation option is not chosen)

FUND NAME	ALLOCATION PROPORTION (as a % of the Regular Premium)
Secure Fund	
Conservative Fund	
Balanced Fund	
Growth Fund	
Growth Super Fund	

VI. INVESTMENT OPTIONS

The Funds currently available for investment under the Policy and the investment objectives of each Fund are as below:

NAME OF FUND	INVESTMENT OBJECTIVES	INVESTMENT MIX	Risk Rating
Secure Fund (SFIN: ULIF00425/06/04LIFESECURE104)	Fund invests in debt instruments such as Government securities, corporate bonds, money market instruments etc. issued primarily by Government of India/State Governments, corporates and banks. The Fund also invests in money market instruments as prescribed by the Authority. No investment is made in equities.	Government securities: 50-100% Corporate bonds: 0-50% Money market & Cash instruments: 0-40% Equities: Nil	Low
Conservative Fund (SFIN: ULIF00325/06/04LIFECONSER104)	Fund invests primarily in debt instruments such as Government securities, corporate bonds, money market instruments etc. issued primarily by Government of India/State Governments and to some extent in corporate bonds and money market instruments. The Fund invests up to 15% of Fund corpus in equities.	Government securities: 50-80% Corporate bonds: 0-50% Money market & Cash instruments: 0-40% Equities: 0-15%	Low

Balanced Fund (SFIN: ULIF00225/06/0 4LIFEBALANC1 04)	Fund invests primarily in debt instruments such as Government securities, corporate bonds, money market instruments etc. issued primarily by Government of India/State Governments and to some extent in corporate bonds and money market instruments. The Fund invests minimum of 10% and up to maximum of 40% of Fund corpus in equities.	Government securities: 20-50% Corporate bonds: 20-40% Money market & Cash instruments: 0-40% Equities: 10-40%	Medium
Growth Fund (SFIN: ULIF00125/06/0 4LIFEGROWTH 104)	Fund invests in various asset classes such as equities, Government securities, corporate bonds and money market instruments. The equities exposure in the Fund will at all times be at a minimum of 20% but not more than 70%. The Fund invests the remaining Fund corpus in debt instruments across Government, corporate and money market papers.	Government securities: 0-30% Corporate bonds: 0-30% Money market & Cash instruments: 0-40% Equities: 20-70%	High
Growth Super Fund (SFIN: ULIF01108/02/0 7LIFEGRWSUP 104)	Fund is primarily equity oriented by ensuring at least 70% of the Fund corpus is invested in equities at all times. The remaining is invested in debt instruments across Government, corporate and money market papers.	Government securities: 0-20% Corporate bonds: 0-20% Money market & Cash instruments: 0-30% Equities: 70-100%	High

Discontinuance Policy Fund (SFIN: ULIF02021/06/13LIFEDISCON104)

The investment mix for the Discontinuance Policy Fund is as follows:

Money Market Instruments: 0% - 40%
Government Securities: 60% - 100%

The minimum guaranteed interest rate on this Fund is 4.0% (Four percent) per annum (or as mandated by the Authority from time to time). The Fund Management Charge for the Discontinuance Policy Fund is 0.5% per annum. The excess income earned in the Discontinuance Policy Fund over and above the minimum guaranteed interest rate shall also be apportioned to the Discontinuance Policy Fund.

VII. CHARGES

The following charges shall be levied under this Policy during the Policy Term:

- Premium Allocation Charge:** This charge is calculated as a percentage of the Regular Premiums payable and shall be deducted from the Regular Premium received before the same are allocated to the Unit Account. The Premium Allocation Charge is as follows:

POLICY YEAR	PREMIUM ALLOCATION CHARGE (as a % of the Premium)
1-5	4%
6 onwards	2%

- Fund Management Charge:** This charge is levied for management of the Funds and is calculated as a percentage of the Fund Value and shall be appropriated by adjusting the NAV. The Fund Management Charge shall be levied on each Valuation Date throughout the Policy

Term at rates specified below. The rate to be levied will be equal to the annual rate, as given below, divided by 365 and multiplied by the number of days that have elapsed since previous Valuation Date:

FUND NAME	FUND MANAGEMENT CHARGE (as a % per annum of the Fund Value)
Secure Fund	0.90%
Conservative Fund	0.90%
Balanced Fund	1.10%
Growth Fund	1.25%
Growth Super Fund	1.25%

3. **Policy Administration Charge:** This charge is levied for administration of this Policy throughout the Policy Term and levied starting from the Effective Date and on each Monthly Anniversary by cancelling an appropriate number of Units in the Unit Account at the prevailing NAV. The Policy Administration Charge is 0.24% per month of the Annualised Premium, increasing at 4% per annum from the commencement of the 2nd (Second) Policy Year, subject to a maximum of ₹ 400 (Rupees Four Hundred) per month.
4. **Switch Charge:** Nil
5. **Partial Withdrawal Charge:** Nil
6. **Premium Redirection Charge:** Nil
7. **Miscellaneous Charge:** Nil
8. **Mortality Charge:** This charge is levied on the Sum at Risk (i.e the Sum Assured) for providing life insurance cover to the Life Insured during the Policy Term. The mortality rate(s) as specified in table below, is guaranteed for the entire Policy Term. The mortality charge shall be levied on the Life Insured's attained Age, over the duration of this Policy and in accordance with the table specified below:

Mortality Charge per 1,000 Sum at Risk				
Attained Age	Mortality Rate		Attained Age	Mortality Rate
18	0.92		45	3.11
19	0.96		46	3.44
20	1.00		47	3.82
21	1.03		48	4.24
22	1.06		49	4.72
23	1.09		50	5.24
24	1.11		51	5.82
25	1.13		52	6.44
26	1.15		53	7.12
27	1.16		54	7.84
28	1.17		55	8.61
29	1.17		56	9.43
30	1.17		57	10.29

31	1.17		58	11.03
32	1.20		59	11.95
33	1.25		60	13.07
34	1.31		61	14.39
35	1.39		62	15.90
36	1.48		63	17.61
37	1.59		64	19.52
38	1.72		65	21.62
39	1.87		66	22.72
40	2.05		67	25.62
41	2.25		68	28.82
42	2.42		69	32.37
43	2.60		70	36.29
44	2.83			

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.

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

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

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

NOTE: On examination of this Policy, if You notice any mistake or error, this Policy should be returned to Us for rectifying the same.

This Schedule forms an integral part of the Policy document and should be read in conjunction.

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

- a. “Age” means the Life Insured’s age on last birthday as on the Effective Date or on the previous Policy Anniversary, as the case may be;

- b. “**Annualised Premium**” means the amount specified in the Schedule, which is the level premium payable in a Policy Year by regular instalments as and when due;
- c. “**Authority**” means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999;
- d. “**Business Day**” means a day on which Our head office is open for conducting business and does not include public holidays and all other days when the stock exchange is closed;
- e. “**Charges**” means the policy charges applicable under this Policy which are listed and described in the Schedule;
- f. “**Date of Discontinuance**” means the date on which We receive a written intimation from You about the Discontinuance of this Policy or surrender of the Policy or on the expiry of the 30 (Thirty) day notice period specified in Clause 5.7 and Clause 5.8, whichever is earlier;
- g. “**Discontinuance**” means the state of the Policy arising out of the surrender of the Policy or on non-payment of the Premium due before the expiry of the 30 (Thirty) day notice period specified in Clause 5.7 and Clause 5.8, whichever is earlier;
- h. “**Discontinuance Policy Fund**” means Our segregated fund that 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 Authority from time to time) is guaranteed to be paid;
- i. “**Effective Date**” means the date as specified in the Schedule, on which the insurance cover under this Policy commences;
- j. “**Funds**” means the segregated investment funds established and managed by Us as listed and described in the Schedule;
- k. “**Fund Value**” means the total number of Units in Fund(s) multiplied by the respective NAV of the Fund(s);
- l. “**Grace Period**” means a period of 30 (Thirty) days from the Regular Premium due date;
- m. “**Insurance Act**” means the Insurance Act, 1938;
- n. “**Life Insured**” means the person named in the Schedule, whose life is insured under this Policy;
- o. “**Lock in Period**” means a period of 5 (Five) consecutive years from the Effective Date;
- p. “**Maturity Date**” means the date specified in the Schedule on which the Policy Term expires, the Policy terminates and the maturity benefits as specified in Clause 3.2 become payable unless the settlement option has been chosen by You;
- q. “**Minimum Death Benefit**” means 105% (Hundred and Five percent) of the total Regular Premiums received until Life Insured's death;
- r. “**Monthly Anniversary**” means the date in every month corresponding with the Effective Date and if such corresponding date does not exist in a particular month, then the last day of that month;
- s. “**NAV**” or “**Net Asset Value**” or “**Unit Price**” means the price per Unit;

- t. “**Nominee**” means the person named by You and registered by Us in accordance with Clause 11.3 of this Policy who is authorized to receive the Death Benefit under the Policy in accordance with the terms of the Policy;
- u. “**Paid-Up Policy**” means the Policy as specified under Clause 5.8 (c) of this Policy;
- v. “**Policy**” means this “**Max Life Maxis Super**” plan which is governed by the documents comprising these terms and conditions, the Proposal Form, the Schedule and any additional information/documents provided to Us in respect of the Proposal Form, any endorsements issued by Us from time to time, along with any written information/instructions from You subject to Our acceptance of the same;
- w. “**Policy Anniversary**” means the annual anniversary of the Effective Date;
- x. “**Policy Term**” means the term of the Policy as specified in the Schedule;
- y. “**Policy Year**” means a period of 12 (Twelve) months commencing from the Effective Date and every Policy Anniversary thereafter;
- z. “**Premium Payment Term**” means the term during which the Regular Premiums are payable under the Policy, as specified in the Schedule;
- aa. “**Proposal Form**” means the form filled in and completed by You, giving full particulars, for the purpose of obtaining insurance coverage under this Policy;
- bb. “**Regular Premium**” means the premium payable to Us in regular instalments in the manner and at the intervals (“**Premium Frequency**”) specified in the Schedule;
- cc. “**Revival Period**” means a period of 2 (Two) years from the Date of Discontinuance;
- dd. “**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 which is latest in time;
- ee. “**Surrender Value**” means the value payable on the surrender of the Policy which is calculated by Us in accordance with the terms of the Policy;
- ff. “**Sum Assured**” or “**Sum at Risk**” means the amount specified in the Schedule that is payable on the Life Insured’s death in accordance with the terms of the Policy;
- gg. “**Unit**” means a specific portion of the underlying Fund which is representative of Your entitlement in such Funds;
- hh. “**Unit Account**” means a notional account opened and managed by Us for You, in which the Units are allocated following the receipt of the Regular Premium and in which the Units are cancelled by Us for the purpose of paying the benefits and for recovering the applicable Charges;
- ii. “**Valuation Date**” means the date on which We value the assets to which each of the Funds is referenced for the purpose of declaring the NAV. We will determine the valuation, the frequency of which shall be every Business Day;
- jj. “**You**” or “**Your**” or “**Policyholder**” means the person named in the Schedule as the policyholder; and
- kk. “**We**”, “**Us**” or “**Our**” or “**Company**” means Max Life Insurance Company Limited.

1.2. **Interpretation**

- a. The words and phrases listed above shall be deemed to have the meanings attributed to them wherever they appear in this Policy, unless the context otherwise requires.
- b. References to the masculine or the singular will include references to the feminine and the plural, and vice versa.
- c. References to any statute or statutory enactment shall include re-enactment or amendment to the same.
- d. Clause headings are for sake of reference only and have no interpretive value.
- e. Reference to days, unless the context otherwise requires, means calendar days only.

2. **ELIGIBILITY CONDITIONS**

2.1. You agree that:

- a. the Policy has been written on a single life basis only;
- b. You have represented to Us that the Life Insured is not less than Age 18 (Eighteen) and not more than Age 55 (Fifty Five) on the Effective Date.
- c. The maximum Age of the Life Insured on the Maturity Date shall not exceed Age 70 (Seventy).

3. **BENEFITS**

3.1. **Death Benefit**

- (i) Subject to Clause 4, 5.8 (c), 11.11 and 11.12, in the event of the Life Insured's death when the insurance coverage under the Policy is in force, We shall pay sum total of the Sum Assured and the Fund Value on the date of the Life Insured's death provided that the amount payable shall in no event be less than the Minimum Death Benefit.
- (ii) The death benefit amount shall be payable to You (if You are not the Life Insured) or to the Nominee (if You are the Life Insured) or to Your legal heirs or legal representatives (if You are not alive and there are no Nominees or all Nominees have pre-deceased the Life Insured).

3.2. **Maturity Benefit**

Subject to Clause 4, 11.11 and 11.12, on the Maturity Date, if the Life Insured is alive and the insurance cover under this Policy is in force or if this Policy is a Paid-Up Policy in accordance with Clause 5.8(c), We will pay the Fund Value applicable on the Maturity Date to You unless You have opted for the settlement option in accordance with Clause 3.3 below and We have accepted the same.

3.3. **Settlement Option**

You may opt to exercise the settlement option at least 15 (Fifteen) days before the Maturity Date by giving Us a written request. Under the settlement option accepted by Us:

- (i) You will receive the value of Units in periodic instalments (i.e. annually, semi-annually, quarterly or monthly) for a maximum period of 5 (Five) years from the Maturity Date subject to the prevailing rules. The number of Units in the Unit

Account as on the Maturity Date will be divided in equal instalments for computing the periodic instalments. Your written request to apply for the settlement option shall specify the proposed duration for payment and the frequency of payment of each instalment.

- (ii) For the duration that the settlement option is in force:
 - (1) the Policy will continue, but there shall be no risk cover on the Life Insured's life under the Policy after the Maturity Date. Hence, no Mortality Charge will be deducted;
 - (2) We will deduct only the Fund Management Charge;
 - (3) You shall not be permitted to make any partial withdrawals or switch Units between the Funds; and
 - (4) You shall continue to bear all inherent risks in the investment portfolio.
- (iii) You may opt to terminate the settlement option at any time when the settlement option is in force by giving Us a written notice. We shall pay the Fund Value prevailing on the date of receipt of such notice and terminate the Policy.
- (iv) If Life Insured dies when the settlement option is in force, We will pay the Fund Value prevailing as on the date of intimation of the death of the Life Insured to You/Nominee and terminate the Policy.

3.4. **Surrender**

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

a. **Surrender within the Lock in Period**

- (i) If You surrender the Policy within the Lock in Period, We will credit the Fund Value by creation of Units into the Discontinuance Policy Fund after deducting applicable Discontinuance/Surrender Charges.
- (ii) On the expiry of the Lock in Period, We will close the Unit Account and the value of Units in the Discontinuance Policy Fund as at that date shall be paid to You.
- (iii) Until the expiry of the Lock in Period, only the Fund Management Charge applicable on the Discontinuance Policy Fund shall be levied and no other Charges will be levied by Us.
- (iv) If the Life Insured dies after the Fund Value has been transferred to the Discontinuance Policy Fund, We will close the Unit Account and the value of Units in the Discontinuance Policy Fund on the date of death of Life Insured shall be paid to You or the Nominee.

b. **Surrender after the completion of the Lock in Period**

- (i) If You surrender the Policy after the completion of the Lock in Period, We shall close the Unit Account and pay the Fund Value prevailing on the date of a valid receipt of request for surrender.

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

In order to comply with the prescribed reduction in yield for all gross investment returns, 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, these additions shall not be clawed-back by Us. These additions will be done by crediting Units to the Fund(s) in the ratio in which the Regular Premium is allocated to various Fund(s) of the Policy at the prevailing NAV.

4. PAYMENT OF BENEFITS

4.1. Subject to Clause 11.11 below, the benefits under this Policy are payable only on submission of satisfactory proof to Us. For processing a claim under this Policy, We require:

- (a) written notice of the claim at the earliest;
- (b) all the following documents to be submitted to Us:
 - (i) claimant's statement in the prescribed form;
 - (ii) original Policy document;
 - (iii) death certificate issued by the local/municipal authority (for payment of the death benefit only);
 - (iv) valid identity and address proof of the claimant/Nominee(s) (for payment of the death benefit) which must be self attested.
 - (v) valid succession certificate/order from a competent court specifying that the claimant is entitled to collect the amounts due under the Policy (for all claims where You are not alive and there are no Nominees or all Nominee(s) have pre-deceased the Life Insured).
- (c) other information, details or documentation specified by Us for assessing the claim.

4.2. Any person claiming the benefits under this Policy can download the claim request documents from Our website www.maxlifeinsurance.com or can obtain the same from any of Our branch offices.

4.3. We reserve the right to scrutinise the information and documents submitted by the claimant and/or investigate the claim and deny the claim partially or completely on the basis of Our scrutiny of the documents or investigation, as the case may be. We will pay the benefits under the Policy only subject to Our satisfaction:

- (a) that the benefits have become payable as per the terms and conditions of this Policy; and
- (b) of the bonafides and credentials of the said person or persons claiming the benefits under this Policy.

4.4. Any benefit/claim payment under this Policy shall be made by Us in Indian Rupees or in any other currency in accordance with the applicable Indian Law.

4.5. Once the benefits under this Policy are paid to person(s) specified in this Policy, the same shall constitute a valid discharge of Our liability under the Policy.

5. PREMIUM PAYMENTS & DISCONTINUANCE PROVISIONS

- 5.1. The Regular Premium is due and payable to Us 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. You are not permitted to change the Regular Premium amount or the Premium Frequency or the Premium Payment Term during the Policy Term.
- 5.2. The Regular Premium is payable by You annually.
- 5.3. You may pay the Regular Premiums 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 through a cheque or any other instrument/medium will be deemed to have been received only after the same has been fully realised and credited to Our bank account.
- 5.4. The premium payment receipt shall be issued in Your name and shall be subject to realisation of the cheque or any other instrument/medium.
- 5.5. We will not accept any additional premium or top-up premium under this Policy.
- 5.6. If the Regular Premium is not received in full by the expiry of the Grace Period the provisions of Clause 5.7 or 5.8 will apply as the case may be.
- 5.7. **Discontinuance of Payment of Regular Premium during the Lock in Period**

If the Regular 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**”):

- a) revive the Policy within the Revival Period;
- b) complete withdrawal (i.e. surrender) of the Policy without any risk cover.

If the complete withdrawal option is exercised by You, the provisions as mentioned in Clause 3.4(a) relating to surrender of the Policy within the Lock in Period will be applicable.

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 3.4 (a) shall apply.

During the period up to the Date of Discontinuance, the risk cover will continue and all charges under the Policy will continue to apply.

If You have either:

- i. exercised the option to revive the Policy within the Revival Period; or
- ii. exercised the option to completely withdraw from the Policy; or
- iii. not paid the due Regular 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 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 Discontinuance Policy Fund.

On the expiry of the Lock in Period, We will close the Unit Account and the value of Units in the Discontinuance Policy Fund as at that date, shall be paid to You, unless You have exercised the option to revive the Policy within the Revival Period.

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:

(a) Revive the Policy:

Revive the Policy, subject to the following conditions:

1. You give Us a written request to revive the Policy; and
2. Life Insured produce/s an evidence of insurability, at Your own cost, acceptable to Us as per Our board approved underwriting policy; and
3. You pay Us all overdue Regular Premiums in full.

On revival, the insurance cover under the Policy as at the Date of Discontinuance will be restored and the fund value of the Units in the Discontinuance Policy Fund as on the date of revival shall be credited back to the Fund(s) chosen by You. The Discontinuance/Surrender Charges deducted will also be added back to the Unit Account.

The amount of Regular 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.

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.

(b) Complete Withdrawal from the Policy without any risk cover:

If You exercise the option of complete withdrawal, then, on the date of surrender, the following shall be applicable:

1. If the Lock in Period has not expired, the provisions relating to surrender of the Policy within the Lock in Period as per Clause 3.4(a) shall be applicable.
2. If the Lock in Period has expired, the provisions relating to surrender of the Policy after the Lock in Period as per Clause 3.4(b) shall be applicable.

(c) Deemed Option:

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 3.4 shall apply.

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 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.

During the period of Discontinuance of the Policy, You shall not be permitted to exercise any of the options set out in Clause 10 unless specifically provided otherwise.

5.8. Discontinuance of Payment of Regular Premium after the Lock in Period

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**”):

- a) revive the Policy within the Revival Period;
- b) complete withdrawal (surrender) of the Policy without any risk cover;

If the complete withdrawal option is exercised by You, the provisions relating to surrender of the Policy after the Lock in Period as per Clause 3.4 (b) will be applicable.

- c) convert the Policy into a Paid-Up Policy

If You choose the paid up option, 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 Sum Assured will be reduced to the amount equal to the Sum Assured multiplied by the resultant of the total premiums received by Us divided by total premiums payable by You. This reduced Sum Assured is called the ‘Paid up Sum Assured’.

A policy once converted to a Paid-Up Policy can be revived during the Revival Period in accordance with Clause 5.8 (a) of the Policy. 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.

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 3.4(b) will be applicable.

During the period up to the Date of Discontinuance, the risk cover will continue and all Charges under the Policy will continue to apply.

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:

(a) Revive the Policy:

Revive the Policy, subject to the following conditions:

1. You give Us a written request to revive the Policy; and
2. Life Insured produce/s an evidence of insurability, at Your own cost, acceptable to Us as per Our board approved underwriting policy; and
3. You pay Us all overdue Regular Premiums in full.

The amount of Regular 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.

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 3.4(b) shall be applicable.

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 and Fund Management Charge will be levied during the Revival Period.

(b) Complete Withdrawal from the Policy without any risk cover:

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 3.4(b) shall be applicable.

(c) Convert the Policy into a Paid-Up Policy:

If You choose the option to convert the Policy to a Paid-Up Policy, the provisions of Clause 5.8 (c) shall apply.

6. AUTOMATIC TERMINATION OF THE POLICY

If at any time during the Policy Term, the Fund Value becomes equal to or less than zero, the Policy will terminate.

7. ALLOCATION OF PREMIUM

We will allocate the Regular Premiums on the later of the date of receipt of the premium or the premium due date, as the case may be, to the Funds 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.

8. FUNDS

8.1. The Funds currently available for investment under the Policy and the investment objectives of each Fund are specified in the Schedule.

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

8.3. The underlying assets in all Funds belong to Us. Your investment in any Fund shall not and shall not be deemed to give rise to any legal or beneficial ownership or right to You, the Life Insured or Nominee 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.

9. UNITS & UNIT PRICE

9.1. We will initially open a Unit Account as on the Effective Date.

9.2. Units will be purchased and cancelled at the Unit Price/NAV. The number of Units shall be expressed up to 3 (Three) decimal places.

9.3. 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.

9.4. 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 give rise or shall be deemed to give rise to any legal or beneficial ownership or right to You, the Life Insured or Nominee 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.

9.5. The price of a Unit shall be calculated as per the following formula:

Market value of investments held by the segregated fund plus value of current assets minus (value of current liabilities and provisions, if any) divided by number of Units on Valuation Date (before creation/redemption of Units).

9.6. 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 per cent) of a Rupee.

9.7. **Unit Encashment**

(a) For Regular Premium received by a local cheque or a demand draft payable at par at the place where the Regular Premium is received or by cash before 3:00 p.m. on a Business Day, the closing NAV of the day on which the Regular Premium is received by Us shall be applicable.

(b) For Regular Premium received by a local cheque or a demand draft payable at par at the place where the Regular 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.

(c) For Regular 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.

(d) For valid requests for switching, partial withdrawal, redirection or surrender received up to 3.00 p.m. on a Business Day, the closing NAV of the same day shall be applicable.

(e) For valid requests for switching, partial withdrawal, redirection 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.

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

10. OPTIONS AVAILABLE UNDER THE POLICY

10.1. Premium Redirection

(a) You may redirect the Regular Premium between the Funds by giving Us written notice of the proposed amended allocation proportion before the Regular Premium due date. We will change the allocation proportion provided that:

(i) the amount/proportion of Regular Premium to be paid into each Fund at the time of redirection is specified by You in Your request for redirection;

- (ii) We will not permit more than 6 (Six) premium redirections in any Policy Year.

10.2. Switch

- (a) You may switch Units from one Fund to any other Fund by giving Us a written request. We will cancel Units from the Fund from which You wish to switch out and purchase Units in the Fund in which You have chosen to re-invest, provided that:
 - (i) the amount to be switched is at least ₹ 5,000 (Rupees Five Thousand);
 - (ii) we will not permit more than 12 (Twelve) switches in any Policy Year;
 - (iii) switching will not be allowed during the period of Discontinuance.
- (b) We may, in Our discretion and with the prior approval of the Authority, impose a partial or complete ban on switches for a period not exceeding 30 (Thirty) days, if in Our view it is appropriate in order to maintain the stability of a Fund or if it is necessary to protect the interests of the policyholders. This ban may be imposed under extraordinary circumstances such as non-availability of market prices or the occurrence of any catastrophe where the declaration of the Unit Price is not possible.

10.3. Partial Withdrawals

- (a) You may make a partial withdrawal by giving Us a written request. We will affect the partial withdrawal provided that:
 - (i) the amount to be withdrawn is at least ₹ 5,000 (Rupees Five Thousand);
 - (ii) the maximum amount of partial withdrawal in any Policy Year does not exceed 50% (Fifty percent) of the Fund Value as on the date of the partial withdrawal subject to the Fund Value immediately after the partial withdrawal being at least equal to 1 (One) Annualised Premium. For the sake of clarity, You may make a maximum of 2 (Two) partial withdrawals in a Policy Year such that the summation of percentages of Fund Value withdrawn is not more than 50% (Fifty percent);
 - (iii) We will not permit any partial withdrawal before the commencement of the 6th (Sixth) Policy Year;
 - (iv) We will not permit more than 2 (Two) partial withdrawals in any Policy Year;
 - (v) the Sum Assured shall not be reduced by the partial withdrawals made.
- (b) We may, in Our discretion and with the prior approval of the Authority, impose a partial or complete ban on partial withdrawals for a period not exceeding 30 (Thirty) days, if in Our view it is appropriate in order to maintain the stability of a Fund or if it is necessary to protect the interests of the policyholders. This ban may be imposed under extraordinary circumstances such as non-availability of market prices or the occurrence of any catastrophe where the declaration of the Unit Price is not possible.

10.4. Dynamic Fund Allocation

- (a) You may opt to exercise the Dynamic Fund Allocation option only prior to the Effective Date. If this option is in force, then We will automatically allocate the Regular Premium received on the later of the date of receipt of the Regular Premium

or the due date of Regular Premium and switch Units in the Funds on each Policy Anniversary, in a pre-determined proportion specified in the table below:

Policy Years to the Maturity Date	Assets under management to be maintained under the Growth Super Fund	Assets under management to be maintained under the Secure Fund
11-15	70%	30%
6-10	50%	50%
0-5	30%	70%

- (b) You shall not be permitted to make premium redirections or switch Units between the Funds during the period when this option is in force.
- (c) You may opt out of the Dynamic Fund Allocation option during the Policy Term by giving Us a prior written request, in which case this option will cease to be effective from the Policy Anniversary following the receipt of Your request. Once You have opted out, You shall not be permitted to recommence the Dynamic Fund Allocation option during the Policy Term.

11. GENERAL CONDITIONS

11.1. Free Look Period

- a. You have a period of 15 (Fifteen) days or 30 (Thirty) days, if the Policy has been acquired through distance marketing (i.e. by any means of communication other than in person) from the date of receipt of the Policy to review the terms and conditions of the Policy and where You disagree to any of those terms or conditions, You have the option to return the Policy stating the reasons for Your objections, upon which You shall be entitled to an amount which will be equal to non-allocated Regular Premium plus Charges levied by cancellation of Units plus Fund Value at the date of cancellation less Charges deducted towards mortality and rider benefits (including service tax on these Charges) for the period of cover, expenses incurred on medical examination, if any, and on account of stamp duty.

11.2. Risk Factors

- (a) You understand and agree that:
 - (i) **Max Life Maxis Super** is a unit linked non participating savings plan. Unit linked life insurance products are different from the traditional life insurance products and are subject to investment risks.
 - (ii) **Max Life Maxis Super** is only the name of the Policy and does not in any way indicate the quality of the Policy, its future prospects or returns.
 - (iii) the names of the Funds do not in any manner indicate the quality of the Funds, their future prospects or returns.
 - (iv) We do not guarantee the Fund Value or Unit Price. 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.

- (v) the past performance of any Fund is not necessarily indicative of the future performance of any Funds.
- (vi) the Funds do not offer a guaranteed or assured return except in case of Discontinuance Policy Fund which offers minimum guarantee of 4% currently or as prescribed by the Authority from time to time.
- (vii) this is a non-participating policy.

11.3. Nomination

- (a) 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]

11.4. Assignment

- (a) 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].

11.5. Suicide Exclusion

- (a) If the Life Insured commits suicide, whether sane or insane, within 12 (Twelve) months from the Effective Date or from the date of the latest revival of the Policy, the benefits under the Policy shall immediately and automatically cease. We will terminate the Policy by paying only the Fund Value prevailing on the date of death of the Life Insured.

11.6. Upon Death of Policyholder and Change in Policyholder

- (a) If You and the Life Insured are different then, upon Your death, no benefits shall become payable under this Policy. Your legal heirs may continue to avail the benefits under this 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.
- (b) 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 internal policies and guidelines and We have issued a written endorsement under the Policy confirming the change in policyholder.
- (c) 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.

11.7. Other Restrictions

- (a) This Policy contains no restrictions as to travel or occupation.

11.8. Policy Loan

- (a) You are not entitled to loans under this Policy.

11.9. Policy Currency

- (a) This Policy is denominated in Indian Rupees. All payments to Us under the Policy shall be in Indian Rupees.

11.10. Taxation

- (a) All Premiums are subject to applicable taxes, cesses, levies including service tax, education cess, etc which shall be entirely borne by You and will be paid by You along with the Premium. If any imposition (tax or otherwise) is levied on Us by any statutory or administrative body under this 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 this Policy.
- (b) Tax benefits and liabilities under this Policy are subject to prevailing tax laws. Tax laws and the benefits arising from the same are subject to change. You are advised to seek the opinion of Your tax advisor in relation to applicable tax benefits and liabilities.

11.11. Fraud, Misrepresentation And Forfeiture

- (a) 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].

11.12. Declaration of the Correct Age

- (a) Declaration of the correct Age and/or gender of the Life Insured is important for Our underwriting process and calculation of Premium 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 as amended from time to time

11.13. Electronic Transactions

- (a) You will adhere to and comply with all such terms and conditions as prescribed by Us from time to time, and all transactions effected by or through facilities for conducting remote transactions including the Internet, world wide web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or any combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by Us or on Our behalf, for and in respect of this Policy, or for any payment or receipt of Regular Premium or in relation to any of Our products and services, shall constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities, as may be prescribed by Us from time to time.

11.14. Administrative & Judicial Intervention

- (a) If the Authority or any administrative or judicial body imposes any condition on or in relation to this Policy for any reason, We will be bound to follow the same which may include suspension of some or all benefits and obligations under this Policy.

11.15. Force Majeure

- (a) If Our performance or any of Our obligations are in any way prevented or hindered as a consequence of any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances beyond Our anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure conditions. Under an intimation/approval of the Authority, We will resume Our obligations under the Policy, to the extent possible, after the force majeure conditions cease to exist even for the period during which the force majeure conditions existed.

11.16. Amendments

- (a) No amendment to this Policy shall be effective, unless such amendment is expressly approved by Us in writing.

11.17. Termination of Policy

- (a) This Policy shall terminate upon happening of the earliest of the following events:
- i) on the date on which We receive a valid free look cancellation request as per Clause 11.1 from You; or
 - ii) on payment of death benefit as per Clause 3.1 of this Policy or the date of intimation of repudiation of the claim in accordance with the provisions of this Policy; or
 - iii) on the date of surrender of this Policy after the Lock-in Period; or
 - v) upon the Fund Value becoming equal to or less than zero in accordance with Clause 6 of this Policy; or
 - vi) on the Maturity Date; or
 - vii) in case You have chosen the settlement option, on receipt of Your request for termination of the settlement option or the expiry of the settlement period chosen by You.

11.18. Grievance Redressal Procedure

- (a) All consumer grievances and/or queries may be first addressed to Our customer helpdesk mentioned below or to the office address as mentioned in the Schedule:

Max Life Insurance Company Limited
Plot No. 90A, Sector 18,
Gurugram, 122015, Haryana, India.
Tel No: 0124-4219090
Email: service.helpdesk@maxlifeinsurance.com

- (b) If You are not satisfied with the decision of the above office, or have not received any response within 10 (Ten) days, You may give a written complaint signed by You/ complainant or by Your/ complainant's legal heirs with full details of the complaint and Your/ complainant's contact information, to the following official for resolution:

Head Operation and Customer Services,
Max Life Insurance Company Limited,
Plot No. 90A, Sector 18,
Gurugram, 122015, Haryana, India.
Toll free – 1800 200 4006
Email: manager.services@maxlifeinsurance.com

- (c) If You are not satisfied with Our decision, or have not received any response from Us within a period of 1 (One) month, You may approach the Insurance Ombudsman at the address mentioned in Annexure A or at the Authority's website www.irda.gov.in, if Your grievance pertains to:
- (i) any partial or total repudiation of claims by Us; or
 - (ii) any dispute on the legal construction of this Policy in so far as such disputes relate to claims; or
 - (iii) delay in settlement of claim; or
 - (iv) any dispute with regard to the premium paid or payable in terms of this Policy; or
 - (v) non-issue of any insurance document to customers after receipt of the premium.
- (d) As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made within a period of 1 (One) year after the insurer has rejected the representation or sent its 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.

11.19. **Communications and Notices**

- (a) Our contact details are mentioned in Clause 11.18 (a) of this Policy. For any updates, please visit Our website www.maxlifeinsurance.com. You should mention the correct Policy number for all communications made by You to Us and for all Regular Premium remittances made by You.
- (b) All notices meant for Us must be in writing and delivered to Our address as mentioned in Clause 11.18 (a) above, or such other address as We may notify from time to time.
- (c) 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 by Us. We will send You the notice through post, courier, hand delivery, fax or email/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 in writing.

11.20. **Governing Law and Jurisdiction**

- (a) Indian law shall govern this Policy and the relationship between You and Us.
- (b) This Policy and all rights, obligations and liabilities arising hereunder, shall be enforced in accordance with the Indian law.
- (c) The competent courts in India shall have exclusive jurisdiction over all matters and causes arising out of this Policy.

Annexure A
List of Insurance Ombudsman

AHMEDABAD - Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad-380 001. Tel:- 079-25501201/02/05/06 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, J24th Main Road, Jeevan Soudha Bldg.,JP Nagar, 1st Phase, Ground Floor Bengaluru – 560 078. Tel.: 080-26652049/26652048Email: bimalokpal.bengaluru@gbic.co.in. (State of Karnataka)

BHOPAL - Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, 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:- 0674-2596455/2596003 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-160017. Tel.:- 0172-2706468/2772101 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, Chennai-600 018.Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in [State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).]

DELHI- Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building., Asaf Ali Road, New Delhi-110 002. Tel.:- 011-011-23234057/23232037 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in (States of Delhi)

GUWAHATI - Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, 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, CC 27/2603, Pulinat Bldg., 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 : 033-22124339/22124346 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in (States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.)

LUCKNOW- Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in (States of Uttar Pradesh and Uttaranchal.)

MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai 400054. Tel : 022-26106960/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in (State of Goa and Mumbai Metropolitan Region excluding Navi Mumbai and Thane)

PUNE - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan Bldg, N.C. Kelkar Road, Narayanpet, Pune – 411030. Tel: 020-41312555 Email: bimalokpal.pune@gbic.co.in (State of Maharashtra including Navi Mumbai and Thane and excluding Mumbai Metropolitan Region.)

NOIDA - Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Noida - 201301. Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in (State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahar, 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.)

PATNA - Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna – 800006, Tel No: 06122680952, Email id : bimalokpal.patna@gbic.co.in (Bihar, Jharkhand.)

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 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 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 themthe 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 of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
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 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.

[Disclaimer: This is a simplified version prepared for general information. Policy Holders are advised to refer to the Insurance Act 1938 as amended from time to time for complete and accurate details.]