Edelweiss Tokio life
Insurance se badhkar hai *aapki zaroorat*

PART - A

Date: <_____>

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

Dear <Policyholder Name>,

Sub.: Your Policy No. <<_____>> - Edelweiss Tokio Life – Zindagi Plus (Non-linked, Non-Participating Term Insurance Plan)

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

We are confident that the product chosen by you will suit your need.

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

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

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

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

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

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

Cancellation in the Free Look Period:
In case you do not agree with any of the provisions stated in the Policy Document, you have the option to return the Policy Document to us stating the reasons thereof in writing, within fifteen (15) days* from the date of receipt of the Policy Document. On receipt of your letter along with the original Policy Document, we shall refund an amount as mentioned in the Free Look clause of the Policy Terms and Conditions. The Policy once returned shall not be revived at any point of time and a new proposal will have to be made for a new Policy.

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

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

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

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

We look forward to serve you.

Regards,

For **Edelweiss Tokio Life Insurance Company Limited**

Authorised Signatory

Registered Office Address: Edelweiss House, Off C. S. T. Road, Kalina, Mumbai 400098.
Corporate Office Address: 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai 400070

Edelweiss Tokio Life Insurance Co. Ltd. Mumbai

Edelweiss Tokio Life Insurance Company Limited
Registered Office: Edelweiss House, Off C.S.T. Road, Kalina, Mumbai 400098
Corporate Office: 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai 400070

POLICY DOCUMENT - Edelweiss Tokio Life – Zindagi Plus
Non-Linked, Non-Participating Term Insurance Plan
UIN: 147N056V01

POLICY PREAMBLE

This Policy is a non-linked, non-participating term insurance plan. This document is the evidence of a contract of insurance between Edelweiss Tokio Life Insurance Company Limited ('the Company') and the Policyholder as described in the Policy Schedule given below. This Policy is based on the proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, applicable medical evidence and other information received by the Company from the Policyholder, Life Insured or on behalf of the Policyholder ('Proposal'). This Policy is effective upon receipt and realisation, by the Company, of the consideration payable under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

POLICY SCHEDULE

Policy Number	Plan Name and UIN
	Edelweiss Tokio Life –Zindagi Plus (UIN: 147N056V01)

Details of the Policyholder:

Name	Date of Birth	Age	Gender

Address

Details of the Life Insured:

Name	Date of Birth	Age	Gender

Policy Details	
Policy Commencement Date	<<dd/mm/yyyy>>
Risk Commencement Date/ Date of Inception of the Policy	
Plan Option	Life Cover with Level Sum Assured/ Life Cover with Decreasing Sum Assured
Policy Term	
Premium Paying Term	<<Regular Pay/ Pay [illegible]>>
Premium Paying Frequency	<<Annual / Semi-Annually / Quarterly / Monthly>>
Annualised Premium	Rs.
Modal Premium plus Applicable Taxes	Rs.
Premium Paying Due Date	Date/month
Last Premium Due Date	
Maturity Date	
Base Sum Assured	Rs.
Top-up Benefit	Yes/No
Top-up Rate	5% / 10% / Not Applicable
Better Half Benefit	Yes/No
Better Half Benefit Sum Assured	Rs. / Not Applicable
Waiver of Premium Benefit	Yes/No
Death Benefit Payment mode	Lumpsum (OR) Monthly Income (OR) Lumpsum plus Monthly Income
Lumpsum Proportion	<<not applicable in case Death Benefit Payment mode is Monthly Income>>
Monthly Income Proportion	<<not applicable in case Death Benefit Payment mode is Lumpsum>>
Monthly Income Payment Type (if applicable)	Level/ Increasing / Not Applicable
Monthly Income Factor (if applicable)	<<not applicable in case Death Benefit Payment mode is Lumpsum>>
Number of months for which income benefit will be paid	<<not applicable in case Death Benefit Payment mode is Lumpsum>>

Details of the Spouse (applicable if Better Half Benefit is opted):

Name	Date of Birth	Age	Gender

Rider Name	UIN	Sum Assured	Modal Premium plus applicable taxes	Term (years)	PPT (years)
Edelweiss Tokio Life – Accidental Total and Permanent Disability Rider	147B001V02	Rs.	Rs. incl. any u/w extra		
Edelweiss Tokio Life – Accidental Death Benefit Rider	147B002V02	Rs.	Rs. incl. any u/w extra		
Edelweiss Tokio Life – Hospital Cash Benefit Rider	147B006V02	Rs.	Rs. incl. any u/w extra		
Edelweiss Tokio Life – Critical Illness Rider	147B005V02	Rs.	Rs. incl. any u/w extra		
Total					

Edelweiss Tokio Life Insurance Co. Ltd. Mumbai

Nomination details of Nominees of Life Insured:

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

The Annualised Premium mentioned above does not include the additional premium and Life Stage Premium.

If Top-Up Benefit is opted, then the Year wise Annualised Premium plus additional premium is mentioned in the next page under Table – I.

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

For and on behalf of
Edelweiss Tokio Life Insurance Company Limited

Authorised Signatory

This Policy Document is signed using a digital signature for and on behalf of Edelweiss Tokio Life Insurance Company Limited.

We request you to go through the Policy Document in detail and check for the accuracy of information provided therein. In case you notice any mistake you may return the Policy Document to us for necessary correction.

Table – I: Year wise Annualised Premium plus additional premium (Applicable if Top-Up Benefit is opted)

Policy Year	Annualised Premium plus additional premium	Base Sum Assured	Cumulative Top-up Sum Assured
1	9,643	1,00,00,000	-
2	10,523	1,00,00,000	10,00,000
3	11,503	1,00,00,000	20,00,000
4	12,599	1,00,00,000	30,00,000
5	13,816	1,00,00,000	40,00,000
6	15,176	1,00,00,000	50,00,000
7	16,683	1,00,00,000	60,00,000
8	18,348	1,00,00,000	70,00,000
9	20,177	1,00,00,000	80,00,000
10	22,170	1,00,00,000	90,00,000
11	24,329	1,00,00,000	1,00,00,000
12	24,329	1,00,00,000	1,00,00,000
13	24,329	1,00,00,000	1,00,00,000
14	24,329	1,00,00,000	1,00,00,000
15	24,329	1,00,00,000	1,00,00,000
16	24,329	1,00,00,000	1,00,00,000
17	24,329	1,00,00,000	1,00,00,000
18	24,329	1,00,00,000	1,00,00,000
19	24,329	1,00,00,000	1,00,00,000
20	24,329	1,00,00,000	1,00,00,000

Edelweiss Tokio Life Insurance Co. Ltd. Mumbai

PART – B

DEFINITIONS

Defined Term	Meaning
Accident	means sudden, unforeseen and involuntary event caused by external, visible and violent means.
Age:	means the age (last birthday) of the Life Insured in completed years as on Policy Commencement Date
Annualised Premium:	means the amount as stated in the Policy Schedule to secure the benefits under this Policy, excluding the underwriting extra premiums, loadings for modal premiums and applicable taxes
Applicable Premium/Premium:	means the amount payable by you to us by the due dates, at the Premium Paying Frequency, in the manner specified in the Policy Schedule, to secure the benefits under this Policy. This amount equals the Modal Premium, as stated in the Policy Schedule and if applicable - i. additional premium, plus applicable taxes and/or ii. Life Stage Premium, plus applicable taxes.
Appointee:	means the person registered with us and mentioned in the Policy Schedule, who is authorised to receive and hold in trust the benefits under this Policy on behalf of the Nominee/(s), if the Nominee/(s) is/are less than Age 18 on the date of payment
Assignee:	means the person to whom the rights and benefits under this Policy are transferred by virtue of assignment under section 38 of the Insurance Act,1938 as amended from time to time
Base Sum Assured:	means the amount as stated in Policy Schedule
Cumulative Top-up Sum Assured	means the total Top-up Sum Assured added to the Policy till a given point of time
Death Benefit:	means the benefit which is payable on death of the Life Insured and in the event Better Half Benefit is opted, on the death of the Spouse.
Grace Period:	means the number of days from the Premium Paying Due Date specified in the Policy Schedule for the payment of Premium without any penalty/late fee and during which the Policy is considered to be In-Force with the risk cover
IRDAI / Authority:	means Insurance Regulatory and Development Authority of India established under Insurance Regulatory and Development Authority Act, 1999.
In-Force:	means the status of the Policy during the Policy Term when all the due Premiums have been paid or the Policy is not in a state of discontinuance.
Insurance Act:	means IRDAI Act, 1999, The Insurance Act, 1938 as amended from time to time.
Life Insured:	means the person named in the Policy Schedule whose life is insured under this Policy.
Life Stage Benefit:	means the additional benefit under which Life Stage Sum Assured can be added to the Policy while the Policy is In-Force without any medical examination, upon the occurrence of one or more of the following events during the lifetime of the Life Insured, provided the Policy is accepted at standard rates at Policy inception and at revival: o 1st Marriage after Risk Commencement Date: 50% of Base Sum Assured o Birth of 1st child after Risk Commencement Date: 25% of Base Sum Assured o Birth of 2nd child after Risk Commencement Date: 25% of Base Sum Assured o Home Loan taken by Life Insured after Risk Commencement Date (only once during the Policy Term): 50% of Base Sum Assured or loan amount whichever is lower Policyholder can exercise this benefit before the completion of the Premium Paying Term or before the Life Insured attains the age of 46 years, whichever is earlier, while the Policy is In-Force by submitting a written request to us within a period of 6 months from the date of above specified event(s) in order to avail this benefit. The Life Stage Sum Assured will be applicable from the Policy Anniversary falling immediately on or after the date of intimation. Life Stage Premium will be charged for every addition of Life Stage Sum Assured. Life Stage Premium shall be based on the attained age of the Life Insured, Life Stage Sum Assured and outstanding Policy Term at the time of addition of the Life Stage Sum Assured. The Life Stage Sum Assured as well as the Life Stage Premium will both apply prospectively for the remaining Premium Paying Term. This additional benefit is not available if Top-up Benefit is selected or if Waiver of Premium Benefit is selected, or if Premium Paying Term is 'Pay till 60'. This additional benefit is available only if the Base Sum Assured is greater than or equal to Rs. 50,00,000. There will not be any addition of Life Stage Sum Assured after a claim for any benefit under a Rider has been intimated to us or if on Revival, the Policy has been accepted at sub-standard rates. This additional benefit is available subject to board approved underwriting policy.

Maturity Date:	means the date specified in the Policy Schedule on which the Policy matures and terminates.
Medical Practitioner:	means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.
Monthly Income:	means the amount payable as per Death Benefit clause of Part C. This is equal to Death Benefit multiplied by Monthly Income Factor.
Modal Premium	means the amount stated in the Policy Schedule payable by you to us by the due dates, at the Premium frequency, in the manner specified in the Policy Schedule.
Nominee:	means the person/(s) named in the Policy Schedule who has/have been nominated by the Policyholder (who is also the Life Insured in the Policy) in accordance with the Section 39 of the Insurance Act, 1938 as amended from time to time to receive the benefits in respect of this Policy.
Policy:	means the contract of insurance as evidenced by this Policy Document, the Proposal Form, the Schedule/(s) and any other information/document/(s) provided to us in respect of the Proposal Form and any endorsement issued by us.
Policyholder/You/you/Your/your:	means or refers to the Policyholder stated in the Policy Schedule.
Policy Term:	means the term of the Policy as specified in the Policy Schedule and is the time period between the Policy Commencement Date and the Maturity Date.
Policy Anniversary:	means the date corresponding with the Policy Commencement Date specified in the Schedule in every calendar year.
Policy Document	means this entire document from Part A to Part G.
Policy Year:	means a period of twelve consecutive months starting from Policy Commencement Date as stated in the Policy Schedule and ending on the day immediately preceding the following Policy Anniversary date and each subsequent period of twelve consecutive months thereafter.
Policy Commencement Date:	means the date as shown in the Policy Schedule from which the Policy commences.
Policy Schedule:	means the Schedule and any endorsements attached to and forming part of this Policy and if any updated Schedule is issued, then, the Schedule latest in time.
Premium Discontinuance	means the non-payment of premiums by you before the expiry of Grace Period.
Premium Paying Term:	means the term in years as specified in the Policy Schedule, during which the Premiums are payable by you to us under this Policy.
Proposal Form:	means the signed and dated form and any accompanying declarations or statements submitted to us by the Policyholder and/or Life Insured as applicable for the purpose of obtaining insurance cover under this Policy.
Risk Commencement Date/Date of Inception of the Policy:	means the date as stated in the Policy Schedule on which your risk cover under this Policy commences.
Revival:	means the restoration of this Policy (discontinued due to the non-payment of premiums by you), upon receipt of all due premiums and other charges, if any, as per the terms and conditions of this Policy.
Spouse:	means spouse of the Life Insured as named in the Policy Schedule whose life is insured under this Policy under the Better Half Benefit (if opted) after the death of the Life Insured.
Top-up Benefit:	means the additional benefit under which, at every Policy Anniversary starting from first Policy Anniversary, Top-up Sum Assured will get added to the Policy till the Policy Anniversary falling immediately before the Life Insured attains the age of 60 years or till the Policy Anniversary at which the cumulative Top-up Sum Assured becomes equal to the Base Sum Assured, or date of death of the Life Insured, whichever is earlier. Top-up Sum Assured is equal to Top-up Rate (as mentioned in the Policy Schedule) multiplied by Base Sum Assured. An additional premium will be charged for addition of Top-up Sum Assured. Additional premium shall be based on the attained age of the Life Insured, Top-up Sum Assured and outstanding Policy Term at the time of the addition of Top-up Sum Assured. The Top-up Sum Assured added to the Policy as well as the additional premium, both, will apply prospectively for the remaining Premium Paying Term. Policyholder has the option to opt out of Top-up Benefit anytime during the remaining Policy Term by giving a written request to us. There will not be any further addition of Top-up Sum Assured from the subsequent Policy Anniversary. After opting out, Policyholder shall continue to pay the Premium amount equal to the last Premium paid immediately before such opt out and the Policy will continue with the cumulative Top-up Sum Assured. Once opted out of this benefit, Policyholder can't opt in again for this benefit. This additional benefit is not available if Life Stage Benefit is selected or if Waiver of Benefit is

	selected or if Premium Paying Term is 'Pay till 60'. This additional benefit is available only if the Base Sum Assured is greater than or equal to Rs. 50,00,000. There will not be any addition of Top-up Sum Assured to the Policy after a claim for any benefit under a Rider has been intimated to us.
Top-up Sum Assured:	means an amount equal to Top-up Rate as specified in the Policy Schedule multiplied by the Base Sum Assured.
Underwriting Extra:	means an additional amount charged by us as Premium, as per our Board approved underwriting policy, which is determined on the basis of disclosures made by you in the Proposal Form or on the basis of any other information received by us including through medical examinations of the Life Insured in relation to this Policy.
Waiting Period:	means the period of 90 calendar days from the Risk Commencement Date or the date of Revival of the Policy during which the Life Insured will not be entitled to the Waiver of Premium Benefit.
We/we/Our/our/Us/us/ Company:	means Edelweiss Tokio Life Insurance Company Limited.

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

PART – C

BENEFITS

1. **Death Benefit:**

Plan Option: Life Cover with Level Sum Assured	Death Benefit
If the Life Insured dies before the Maturity Date while the Policy is In-Force, we will pay	Sum Assured on Death. The minimum Sum Assured on Death shall be highest of: • 10 times of Annualised Premium; **OR** • 105% of all Premiums paid till date of death; **OR** • Guaranteed Sum Assured on Maturity@ • Any absolute amount assured to be paid on death. @ Guaranteed Sum Assured on Maturity is zero. Any absolute amount assured to be paid on death is equal to Base Sum Assured. If the Policyholder has opted for the Top-up Benefit at the Policy inception, Cumulative Top-up Sum Assured will also be paid in addition to Sum Assured on Death. If the Policyholder has applied for the Life Stage Benefit during the Policy Term, Life Stage Sum Assured will also be paid in addition to Sum Assured on Death.

Plan Option: Life Cover with Decreasing Sum Assured	Death Benefit
If the Life Insured dies on or before the Policy Anniversary falling immediately on or after the Life Insured attains the Age of 60 years while the Policy is In-Force, we will pay	Sum Assured on Death. The minimum Sum Assured on Death shall be highest of: • 10 times of Annualised Premium; **OR** • 105% of all Premiums paid till date of death; **OR** • Guaranteed Sum Assured on Maturity@ • Any absolute amount assured to be paid on death. @ Guaranteed Sum Assured on Maturity is zero. Any absolute amount assured to be paid on death is equal to Base Sum Assured. If the Policyholder has opted for the Top-up Benefit at the Policy inception, Cumulative Top-up Sum Assured will also be paid in addition to Sum Assured on Death. If the Policyholder has applied for the Life Stage Benefit during the Policy Term, Life Stage Sum Assured will also be paid in addition to Sum Assured on Death.
If the Life Insured dies after the Policy Anniversary falling immediately on or after the Life Insured attains the Age of 60 years while the Policy is In-Force, we will pay	Sum Assured on Death. The minimum Sum Assured on Death shall be highest of: • 10 times of Annualised Premium; **OR** • 105% of all Premiums paid till date of death; **OR** • Guaranteed Sum Assured on Maturity@ • Any absolute amount assured to be paid on death. @ Guaranteed Sum Assured on Maturity is zero. Any absolute amount assured to be paid on death is equal to 50% of Base Sum Assured. If the Policyholder has opted for the Top-up Benefit at the Policy inception, Cumulative Top-up Sum Assured will also be paid in addition to Sum Assured on Death. If the Policyholder has applied for the Life Stage Benefit during the Policy Term, Life Stage Sum Assured will also be paid in addition to Sum Assured on Death.

If Better Half Benefit is opted	Death Benefit
Better Half Benefit can be opted only at the Policy inception. In case of death of the Life Insured before the Maturity Date while the Policy is In-Force and if his/her Spouse is alive, following benefits will be applicable in addition to payment of Sum Assured on Death:	a) Life cover will commence on the life of the Spouse and will continue for the remaining Policy Term. On death of the Spouse before the Maturity Date, we will pay Better Half Benefit Sum Assured as stated in the Policy Schedule. This benefit will be paid as per Death Benefit Payment mode mentioned in the Policy Schedule. b) No more future Premiums will be required to be paid. Policyholder doesn't have the option to opt out of this benefit. As Better Half Benefit is available on the life of the Spouse after death of the Life Insured, if the Spouse dies before the death of the Life Insured, this benefit will not be available. Only one spouse is covered under this additional benefit. This additional benefit is available only if the Base Sum Assured is greater than or equal to Rs. 50,00,000. **Exclusions:** This additional benefit will not be payable under the following situations • In the event of the occurrence of simultaneous death of the Life Insured and Spouse OR death of the Spouse arising directly or indirectly due to the same event which caused the death of the Life Insured.. • If the Spouse has attained the age of 75 years at the time of death of the Life Insured. • After the death of the Life Insured, in case of death of Spouse due to suicide within 12 months from the date of inception of the policy or the date of revival of the policy, whichever is later, Better Half Benefit will not be paid and the Policy will terminate.

Death Benefit will be payable in Death Benefit Payment Mode mentioned in the Policy Schedule which is described below:

a) **Lumpsum:** Death Benefit will be payable in lumpsum

b) **Monthly Income:** A specific percentage of Death Benefit will be payable every month for the fixed number of months as specified in the Policy Schedule, starting from next policy monthiversary from the date of death.
   i. Level monthly income: The monthly income will remain constant.
   ii. Increasing monthly income: The monthly benefit will increase annually @ 5.00% per annum (compounded).

c) **Lumpsum plus Monthly Income:** You can choose the proportion of Death Benefit to be received as lumpsum and the balance in the form of monthly income after death. The Monthly Income will apply in the way described above under 'Monthly Income' mode.

The Monthly Income will be payable only in electronic mode. Death Benefit Payment mode selected at policy inception cannot be changed during the Policy Term.

Kindly note (If Better Half Benefit is opted):

- In case of death of the Life Insured, the spouse will be required to submit fresh nomination for the Policy.
- In case of death of the spouse after the death of the Life Insured and if all the other conditions under Better Half Benefit are met, the claim amount will be payable to the nominee(s) as selected by spouse. In case the spouse fails to submit fresh nomination for the Policy, the Policy proceeds will be payable to the legal heir(s) of the spouse.
- On the event of death of the Life Insured, the spouse will become the Policyholder of the Policy.

2. **Waiver of Premium Benefit**

This additional benefit can be selected only at the Policy inception. Under this additional benefit, on survival of 30 days post the first diagnosis of the Life Insured suffering from any one of the Insured Critical Illness Conditions during the Policy Term and while the Policy is In-force, all future Premiums will be waived off and the benefits of the Policy shall continue. Diagnosis has to be confirmed by the Medical Practitioner.

Note:

a) Premium payable on account of Waiver of Premium Benefit is included in the Modal Premium. Such premium is guaranteed for the first five years and reviewable thereafter subject to approval from IRDAI

b) The benefit shall not apply or be payable in respect of any Critical Illness of which the signs or symptoms have occurred or for which care, treatment or advice was recommended by or received from a physician, or which first manifested itself or was contracted during the Waiting Period as applicable from either the date of commencement of risk or revival, whichever is later.

c) This benefit shall be applicable upon the first occurrence of any one of the defined Critical Illness conditions covered, subject to meeting the definitions, policy conditions and exclusions. This benefit is applicable only in respect of the first incidence of any one of the covered Critical Illness conditions after Policy issuance.

This additional benefit is available only for the Plan Option 'Life Cover with Level Sum Assured' and if 'Regular Pay' has been chosen as the Premium Payment Term. This additional benefit cannot be selected with Top-up Benefit and Life Stage Benefit.

List of Critical Illnesses under Waiver of Premium Benefit			
Sr No	Illness	Sr No	Illness
1	Cancer of specified severity	19	Alzheimer's Disease
2	Myocardial Infarction (First Heart Attack – of Specified Severity)	20	Motor Neuron Disease with Permanent Symptoms
3	Open Heart Replacement or Repair of Heart Valves	21	Multiple Sclerosis with Persisting Symptoms
4	Surgery to Aorta	22	Muscular Dystrophy
5	Cardiomyopathy	23	Parkinson's Disease
6	Primary Pulmonary (idiopathic) Hypertension	24	Loss of Independent Existence
7	Open Chest CABG	25	Loss of Limbs
8	Blindness	26	Deafness
9	End Stage Lung Failure	27	Loss of Speech
10	End Stage Liver Failure	28	Systemic lupus Erythematosus with Renal Involvement
11	Kidney Failure Requiring Regular Dialysis	29	Third Degree Burns
12	Major Organ/ Bone Marrow Transplant	30	Aplastic Anaemia
13	Apallic Syndrome	31	Bacterial Meningitis
14	Benign Brain Tumor	32	Creutzfeldt-Jacob Disease
15	Coma of specified Severity	33	Encephalitis
16	Major Head Trauma	34	Rheumatoid arthritis
17	Permanent Paralysis of Limbs	35	Poliomyelitis
18	Stroke resulting in permanent symptoms		

Definitions and Exclusions of Critical Illnesses covered under Waiver of Premium Benefit:

1. Cancer of specified severity

A malignant tumor characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

I. All tumors which are histologically described as carcinoma in situ, benign, pre- malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.

II. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

III. Malignant melanoma that has not caused invasion beyond the epidermis;

IV. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0

V. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

VI. Chronic lymphocytic leukaemia less than RAI stage 3

VII. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,

VIII. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

IX. All tumors in the presence of HIV infection.

2. Myocardial Infarction (First Heart Attack – of Specified Severity)

The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

I. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)

II. new characteristic electrocardiogram changes

III. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

I. Other acute Coronary Syndromes

II. Any type of angina pectoris

III. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure

3. Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

4. Surgery to Aorta

Undergoing of a laporotomy or thoracotomy to repair or correct an aneurysm, narrowing, obstruction or dissection of the aortic artery. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra-arterial techniques such as percutaneous endovascular aneurysm repair are excluded

5. Cardiomyopathy

The unequivocal diagnosis by a Consultant Cardiologist of Cardiomyopathy causing permanent impaired left ventricular function with an ejection fraction of less than 25%. This must result in severe physical limitation of activity to the degree of class IV of the New York Heart Association classification.

Classification and this limitation must be sustained over at least six months when stabilized on appropriate therapy. Cardiomyopathy directly related to alcohol or drug misuse is excluded.

New York Heart Association (NYHA) Classification

Class I. Patients with cardiac disease but without resulting limitation of physical activity. Ordinary physical activity does not cause undue fatigue, palpitation, dyspnea, or anginal pain.

Class II. Patients with cardiac disease resulting in slight limitation of physical activity. They are comfortable at rest. Ordinary physical activity results in fatigue, palpitation, dyspnea, or anginal pain.

Class III. Patients with cardiac disease resulting in marked limitation of physical activity. They are comfortable at rest. Less than ordinary activity causes fatigue, palpitation, dyspnea, or anginal pain.

Class IV. Patients with cardiac disease resulting in inability to carry on any physical activity without discomfort. Symptoms of heart failure or the anginal syndrome may be present even at rest. If any physical activity is undertaken, discomfort increases

6. Primary Pulmonary (idiopathic) hypertension

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:
   i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
   ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

7. Open Chest CABG

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a Cardiologist.

The following are excluded:

I. Angioplasty and/or any other intra-arterial procedures

8. Blindness

I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

II. The Blindness is evidenced by:
   i. corrected visual acuity being 3/60 or less in both eyes or ;
   ii. the field of vision being less than 10 degrees in both eyes.

III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure

9. End Stage Lung Failure

I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
   i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
   ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
   iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 <55mmHg); and
   iv. Dyspnea at rest.

10. End Stage Liver Failure

I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
   i. Permanent jaundice; and
   ii. Ascites; and
   iii. Hepatic encephalopathy.

II. Liver failure secondary to drug or alcohol abuse is excluded.

11. Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

12. Major Organ/ Bone Marrow Transplant

I. The actual undergoing of a transplant of:
   i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
   ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:
   i. Other stem-cell transplants
   ii. Where only islets of langerhans are transplanted

13. Apallic Syndrome

Universal necrosis of the brain cortex with the brain stem remaining intact. The definite diagnosis must be confirmed by a consultant neurologist and this condition has to be medically documented for at least one (1) month with no hope of recovery.

14. Benign Brain Tumor

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

I. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
II. Undergone surgical resection or radiation therapy to treat the brain tumor.
   The following conditions are excluded:
   i. Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

15. Coma of specified Severity

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
   i. no response to external stimuli continuously for at least 96 hours;
   ii. life support measures are necessary to sustain life; and
   iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded

16. Major Head Trauma

I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.
III. The Activities of Daily Living are:
   i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
   ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
   iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
   iv. Mobility: the ability to move indoors from room to room on level surfaces;
   v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
   vi. Feeding: the ability to feed oneself once food has been prepared and made available.
IV. The following are excluded:
   i. Spinal cord injury;

17. Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than3 months

18. Stroke resulting in permanent symptoms

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

II. The following are excluded:
   i. Transient ischemic attacks (TIA)
   ii. Traumatic injury of the brain
   iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

19. Alzheimer's Disease

Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging. The diagnosis of Alzheimer's disease must be confirmed by an appropriate consultant and supported by the Company's appointed doctor. There must be significant reduction in mental and social functioning requiring the continuous supervision of the life assured. There must also be an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following 5 "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living are defined as:

i. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
ii. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
iii. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
iv. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
v. Feeding - the ability to feed oneself once food has been prepared and made available.

Psychiatric illnesses and alcohol related brain damage are excluded.

Coverage for this impairment will cease at age sixty-five (65) or on maturity data/expiry date, whichever is earlier

20. Motor Neurone Disease with Permanent Symptoms

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months

21. Multiple Sclerosis with Persisting Symptoms

I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
   i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
   ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months

II. Other causes of neurological damage such as SLE and HIV are excluded

22. Muscular Dystrophy

Muscular Dystrophy is a disease of the muscle causing progressive and permanent weakening of certain muscle groups. The diagnosis of muscular dystrophy must be made by a consultant neurologist, and confirmed with the appropriate laboratory, biochemical, histological, and electromyographic evidence. The disease must result in the permanent inability of the insured to perform (whether aided or unaided) at least three (3) of the five (5) "Activities of Daily Living".

Activities of Daily Living are defined as:

i. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
ii. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
iii. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
iv. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
v. Feeding - the ability to feed oneself once food has been prepared and made available.

23. Parkinson's Disease

The unequivocal diagnosis of idiopathic Parkinson's Disease by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

I. The disease cannot be controlled with medication; and
II. There are objective signs of progressive deterioration; and
III. There is an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following five (5) "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living are defined as:

i. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
ii. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
iii. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
iv. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
v. Feeding - the ability to feed oneself once food has been prepared and made available.

Drug-induced or toxic causes of Parkinsonism are excluded.

Coverage for this impairment will cease at age sixty-five (65) or on maturity data/ expiry date, whichever is earlier.

24. Loss of Independent Existence

Loss of the physical ability through an illness or injury to do at least 3 of the 5 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire. The company's appointed doctor should also agree that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire

The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

i. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
ii. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
iii. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
iv. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
v. Feeding - the ability to feed oneself once food has been prepared and made available

25. Loss of Limbs

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by Injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

26. Deafness

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

27. Loss of Speech

I. Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.
II. All psychiatric related causes are excluded.

28. Systemic lupus Erythematosus with Renal Involvement

The unequivocal diagnosis by a consultant physician of systemic lupus erythematosus (SLE) with evidence of malar rash, discoid rash, photosensitivity, multi-articular arthritis, and serositis. There must also be hematological and immunological abnormalities consistent with the diagnosis of SLE. There must also be a positive antinuclear antibody test. There must also be evidence of central nervous system or renal impairment with either

I. Renal involvement is defined as either persistent proteinuria greater than 0.5 grams per day or a spot urine showing 3+ or greater proteinuria
II. Central nervous system involvement with permanent neurological dysfunction as evidenced with objective motor or sensory neurological abnormal signs on physical examination by a neurologist and present for at least 3 months. Seizures, headaches, cognitive and psychiatric abnormalities are not considered under this definition as evidence of "permanent neurological dysfunction".

Discoid lupus and medication induced lupus are excluded

29. Third Degree Burns

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area

30. Aplastic Anaemia

Aplastic Anaemia is chronic persistent bone marrow failure. A certified hematologist must make the diagnosis of severe irreversible aplastic anaemia. There must be permanent bone marrow failure resulting in bone marrow cellularity of less than 25% and there must be two of the following:

I. Absolute neutrophil count of less than 500/mm^3
II. Platelets count less than 20,000/mm^3
III. Reticulocyte count of less than 20,000/mm^3

The insured must be receiving treatment for more than 3 consecutive months with frequent blood product transfusions, bone marrow stimulating agents, or immunosuppressive agents or the insured has received a bone marrow or cord blood stem cell transplant. Temporary or reversible aplastic anemia is excluded and not covered in this policy

31. Bacterial Meningitis

Bacterial meningitis is a bacterial infection of the meninges of the brain causing brain dysfunction. There must be an unequivocal diagnosis by a consultant physician of bacterial meningitis that must be proven on analysis of the cerebrospinal fluid. There must also be permanent objective neurological deficit that is present on physical examination at least 3 months after the diagnosis of the meningitis infection

32. Creutzfeldt-Jacob Disease

Creutzfeldt-Jacob disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A neurologist must make a definite diagnosis of Creutzfeldt-Jacob disease based on clinical assessment, EEG and imaging. There must be objective neurological abnormalities on exam along with severe progressive dementia.

33. Encephalitis

Severe inflammation of the brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a consultant neurologist and the permanent neurological deficit must be documented for at least 6 weeks. Encephalitis caused by HIV infection is excluded

34. Rheumatoid arthritis

The unequivocal diagnosis of Rheumatoid Arthritis must be made by a certified medical consultant based on clinically accepted criteria. There must be imaging evidence of erosions with widespread joint destruction in three or more of the following joint areas: hands, wrists, elbows, knees, hips, ankle, cervical spine or feet. There must also be typical rheumatoid joint deformities.
Degenerative osteoarthritis and all other forms of arthritis are excluded.
There must be history of treatment or current treatment with disease-modifying anti- rheumatic drugs, or DMARDs. Non-steroidal anti-inflammatory drugs such as acetylsalicylic acid are not considered a DMARD drug under this definition.

35. Poliomyelitis

The occurrence of Poliomyelitis where the following conditions are met:

I. Poliovirus is identified as the cause; and
II. Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months as confirmed by a consultant neurologist.

Other causes of paralysis such as Guillain-Barre syndrome are specifically excluded

Exclusions –

The life assured will not be entitled to Waiver of Premium Benefit if a Covered Critical Illness occurs within 90 days from the date of commencement of risk or revival whichever is later (i.e. during the waiting period) or any signs or symptoms related to Covered Critical Illness occurs during the waiting period or if a Covered Critical Illness results either directly or indirectly from any one of the following causes:

- Pre-Existing disease: Pre-Existing Disease means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.
- Diseases in the presence of an HIV infection
- Intentional self-inflicted injury, attempted suicide while sane or insane.
- Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
- Taking part in any naval, military or air force operation during peace time.
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger, pilot, air crew of a recognized airline on regular routes and on a scheduled timetable.
- Participation by the insured person in a criminal or unlawful act with a criminal intent.
- Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping.
- Disability due to psychiatric illnesses, post-traumatic stress disorder, chronic fatigue, chronic pain, and fibromyalgia are excluded

- Failure to seek or follow medical advice.
- Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature

3. **Payment Of Premium and Discontinuance Of Premium Payment:**

a)	**Payment of Premium:**
	You shall pay the Premium for the entire Premium Paying Term. The amount of Premium payable, the frequency at which it must be paid, the Premium Paying Term and the Premium Paying Due Date are stated in the Policy Schedule.
b)	**Grace Period:**
	If we do not receive the Premium in full by the premium due date, then: (i) We will allow a Grace Period of 30 days during which you must pay the Premium due in full. The Policy will be In-Force during the grace period. (ii) All the benefits under the Policy will continue to apply during the Grace Period subject to deduction of the due Premiums from the benefits.
c)	**Premium Discontinuance**
	If any Premium remains unpaid at the end of Grace Period, the Policy shall immediately and automatically lapse.

PART – D

1. **Surrender Benefit:**
This Policy does not acquire any surrender value and therefore there is no amount payable to you upon surrender of this Policy.

2. **Loan under the Policy:**
Loan is not available under the Policy.

3. **Revival:**
If premiums are not paid within the Grace Period, the Policy shall lapse. Any such Policy may be revived within two years from the due date of the first unpaid premium by giving us a written notice to revive the Policy and payment of all overdue premiums with interest, as may be declared by the Company from time to time, for every completed month from the due date of first unpaid premium.

The revival will be effected subject to the receipt of the proof of continued insurability of the Life Insured. Cost for the medical examination, if applicable shall be borne by the Policyholder) and the acceptance of the risk by the Underwriter. The effective date of revival is when these requirements are met and approved by us. Revival would be as per the Board approved underwriting policy of the Company.

4. **Free Look Period:**
You may return this Policy to us within 15 days* of receipt of the Policy if you disagree with any of the terms and conditions by giving us written reasons for your objection. We will refund the Premium received after deducting stamp duty charges, proportionate risk premium for the period of cover and medical expenses (if any).

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

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

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

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

5. **Termination of Policy:**
The Policy will terminate at the earliest of:
   i. The date of processing the Free Look cancellation request; or
   ii. If Better Half Benefit isn't selected, the date of intimation of the death of the Life Insured; or
   iii. If Better Half Benefit is selected and the Spouse dies before the death of the Life Insured, then on the date of intimation of the death of the Life Insured; or
   iv. If Better Half Benefit is selected and the Life Insured dies before the death of the Spouse, then on the date of intimation of the death of the Spouse; or
   v. If Better Half Benefit is selected and the Life Insured commits suicide within 12 months from the date of inception of the Policy or date of revival of the Policy, whichever is later; or
   vi. After the death of the Life Insured, In case of death of spouse due to suicide within 12 months from the date of inception of the policy or the date of revival of the policy, whichever is later, Better Half Benefit will not be paid and the Policy will terminate.
   vii. The Maturity Date; or
   viii. The date on which the revival period ends after the Policy has lapsed as per clause 3 of Part D on Revival.

Upon termination all the benefits under the Policy shall cease to apply.

PART – E

Not Applicable.

PART – F

GENERAL TERMS AND CONDITIONS

a)	**Exclusions:**
	Suicide In case of death of Life Insured due to suicide within 12 months from the date of inception of the Policy, the nominee or beneficiary of the Policyholder shall be entitled to 80% of the premiums paid, provided the Policy is In-Force and the Policy will be terminated. In case of death of Life Insured due to suicide within 12 months from the date of revival of the Policy, the nominee or beneficiary of the Policyholder shall be entitled to 80% of the premiums paid till date of death and the Policy will be terminated. In case Better Half Benefit is opted and the death of Spouse occurs due to suicide within 12 months from the date of inception of the policy or the date of revival of the policy, whichever is later, Better Half Benefit will not be applicable.
b)	**Death Claim Procedure:**
	In case of Death Claim: We shall be given a written notice of the Life Insured's death and In case Better Half Benefit is opted we shall also be given a written notice of the death of the Spouse if the Spouse dies after the death of the Life Insured. The written notice shall be provided with the following documents for us to assess the claim: i. The claim form, duly completed; ii. The original or an attested copy of the death certificate; iii. The original Policy Document; iv. Documents to establish right of the claimant in the absence of valid nomination v. Any other information or documentation that we request. In case of Death due to Accident and unnatural death, the following additional documents are required: i. Copy of FIR and Panchnama; ii. Copy of the Post Mortem report; iii. Copy of Newspaper clipping, if any; iv. Copy of the final Police Investigation Report; v. Copy of the Chargesheet in case of murder; vi. Copy of Driving License if the Life Insured was driving at the time of death You are requested to intimate us of the claim at any of our branch offices or to our Corporate Office address mentioned below: Claims Officer Edelweiss Tokio Life Insurance Company Limited 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisstokio.in Phone no: 1800 2121 212 Receipt of the claim intimation does not amount to acceptance of claim by the Company under the Policy and is subject to review by the Company. The decision on acceptance and admissibility of the Claim will be communicated separately by the Company to the claimant.
d)	**Nomination:**
	Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. ***[A Leaflet containing the simplified version of the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure (1) for reference].***
e)	**Assignment:**
	Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time. ***[A Leaflet containing the simplified version of the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure – (2) for reference].***
f)	**Validity/ Non-Disclosure:**
	(i) If you or anyone acting on your behalf makes, fraudulent, misleading or dishonest representation in any respect, then this Policy shall be dealt with in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time. (ii) *Misstatement of Age* If the date of birth of the Life Insured has been misstated, any amount payable shall be increased or decreased to the amount that would have been provided, as determined by us, given the correct age.

	If at the correct age, the Life Insured was not insurable under this Policy according to our requirements, we reserve the right to terminate the Policy and any Premiums paid till date, if any, shall be payable by us (subject to Section 45 of the Insurance Act, 1938 as amended from time to time). (iii) Section 41: No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables or the insurer. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees. (iv) Section 45: Fraud and Misrepresentation shall be dealt with in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. ***[A Leaflet containing the simplified version of the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time is enclosed in Annexure – (3) for reference].***
g)	**Currency, Governing Law and Jurisdiction**
	The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees. The Policy and any disputes or differences arising under or in relation to the Policy shall be construed in accordance with Indian law and by the Indian courts.
h)	**Taxation**
	The tax benefits under this Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. We reserve the right to recover all the applicable taxes from the Policyholder.
i)	**Duplicate Policy Document**
	If you lose or misplace the Policy Document then you may request us to issue you a duplicate Policy Document by giving us a written notice and making payment of fee prescribed from time to time. On issue of the duplicate Policy Document, the original shall automatically cease to have any legal effect.
j)	**Notices**
	All notices meant for us shall be given to us at our address specified in the Policy document or at any of our branch offices. All notices meant for you will be sent to your address specified in the Policy Schedule. If you do not notify us of any changes to your address, then notices or correspondence sent by us to the last recorded address shall be valid and legally effective. You would need to intimate us of any change in your address to enable us to provide important information pertaining to your Policy.
k)	**Entire Contract**
	The Policy comprises the entire contract of insurance between you and us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by us in writing through an endorsement. Notwithstanding anything contained in this Policy Document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations, circulars or guidelines issued by IRDAI.
l)	**Mode of Communication**
	The Company and the Policyholder may exchange communication pertaining to this Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / carry out the mandates of the Policyholder on merits in accordance with such communication. While accepting requests / mandate from the Policyholder through electronic mail, the Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act, 2000 as amended from time to time and/or such other applicable laws in force from time to time.

PART - G

Grievance Redressal Mechanism:

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

Step 1:

- Toll free customer care number: 1-800-2121-212 (24 hours a day, 7 days a week).
- Email us at: complaints@edelweisstokio.in / care@edelweisstokio.in
- Write to us at: Customer Care, Edelweiss Tokio Life Insurance Company Ltd, 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai 400070.

Step 2:

If you do not receive any resolution to your complaint within a period of 2 weeks or if the response is not as per your expectations, please feel free to contact our Grievance Redressal Officer, at any of the below touch points:

- +91-22-71013322 (Between 10 am to 7 pm on Monday to Friday, except public holidays).
- GRO@edelweisstokio.in
- Write to us at: Customer Care, Edelweiss Tokio Life Insurance Company Limited, 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai 400070.

Step 3:

If you are not satisfied with the response of the GRO or do not receive a response from us within 14 days, you may approach the Grievance Cell of Insurance Regulatory and Development Authority of India (IRDAI") on the following contact details:

- IRDAI Grievance Call Centre (IGCC) - Toll free No: 155255
- Email ID: complaints@irda.gov.in
- Register online at: http://www.igms.irda.gov.in/

Address for communication for complaints by fax/paper:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
Sy. No. 115/1
Financial District
Nanakramguda
Gachibowli

Hyderabad – 500 032, Telangana
Fax No: 91- 40 – 20204000

If the complaint/grievance has still not been resolved you may at any time approach the Office of the Insurance Ombudsman established by the Central Government of India as per Rule 13 and 14 of the Insurance Ombudsman Rules, 2017 ('Insurance Ombudsman Rules').

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

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

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

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

1. Any person who has a grievance against the Insurer/Company/Us, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose territorial jurisdiction the branch or office of the Company, complaint against or the residential address or place of residence of the complainant is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
3. No complaint to the Insurance Ombudsman shall lie unless:
   (a) the complainant makes a written representation to the Company named in the complaint and—
      i. either the Company had rejected the complaint; or
      ii. the complainant had not received any reply within a period of one month after the Company received the complainant's representation; or
      iii. the complainant is not satisfied with the reply given to him by the Company;

   (b) The complaint is made within one year—
      i. after the order of the Company rejecting the representation is received; or
      ii. after receipt of decision of the Company which is not to the satisfaction of the complainant;
      iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company named in the complaint fails to furnish reply to the complainant.

4. The Insurance Ombudsman shall be empowered to condone the delay in filing a complaint as mentioned above under (3) (b), as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under the Insurance Ombudsman Rules.

5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

The list of the Ombudsman with their addresses is given below:

Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, **AHMEDABAD-380 001.** Tel.: 079-25501201/02/05/06 Fax: 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, **BHOPAL-462 003.** Tel.:- 0755-2769201/9202 Fax : 0755 2769203 Email: bimalokpal.bhopal@gbic.co.in
Office of the Insurance Ombudsman 62, Forest Park, **BHUBANESHWAR-751 009.** Tel.: 0674-2596455/2596461 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Office of the Insurance Ombudsman, SCO No.101-103, 2nd Floor, Batra Building, Sector 17-D, **CHANDIGARH-160 017.** Tel.: 0172-2706196/2706468 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 Anna Salai, Teynampet, **CHENNAI-600 018.** Tel.: 044-24333668/24335284 Fax: 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, **NEW DELHI-110 002.** Tel.: 011-23239633 / 23237532 Fax: 011-23230858 Email: bimalokpal.delhi@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, **GUWAHATI-781 001 (ASSAM).** Tel.: 0361-2132204/05 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, **HYDERABAD-500 004.** Tel.: 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, **ERNAKULAM-682 015.** Tel: 0484-2358759/2359338 Fax.: 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4th Floor, 4, C.R.Avenue, **KOLKATA - 700072** Tel: 033-22124339/22124340 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in

Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, **LUCKNOW-226 001.** Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), **MUMBAI-400 054.** Tel: 022-26106960/26106552 Fax: 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman, Gr. Floor, Jeevan Nidhi - II, Bhawani Singh Marg, **JAIPUR – 302005.** Tel: 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth **PUNE - 411030.** Tel: 020-41312555 Email: Bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, **BENGALURU – 560 078.** Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar **NOIDA – 201301.** Tel: 0120-2514250/52/53 Email: bimalokpal.noida@gbic.co.in
Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, **PATNA – 800006** Tel No: 0612-2680952 Email id : bimalokpal.patna@gbic.co.in	

You may refer to the list of Ombudsman with their addresses on http://ecoi.co.in/ombudsman.html

Annexure - 1

Section 39 - Nomination by policyholder

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. parents or

b. spouse or

c. children or

d. spouse and children

e. or any of them

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

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

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

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of this Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 ('MWP Act') applies or has at any time applied except where, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

Annexure - 2

Section 38 - Assignment and Transfer of Insurance Policies

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

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

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
b. may institute any proceedings in relation to the policy
c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

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

Annexure - 3
Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

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

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

- whichever is later.

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

- whichever is later.

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

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

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

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

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

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

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

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

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

Edelweiss Tokio Life Insurance Co. Ltd. Mumbai