



**PART - A**

Date: <\_\_\_\_\_>

**Name of Policyholder:**

**Address of Policyholder:**

**Contact Number/(s) of Policyholder:**

Dear <Policyholder Name>,

**Sub.: Your Policy No. <<\_\_\_\_\_>> - Edelweiss Tokio Life – Elite Plus (Non-Linked, Non-Participating Endowment Life 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 needs.

**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, First Premium Receipt and other related documents, if any, 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 was 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:

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

Alternatively, you may contact our Service Expert at 1800 2121 212 or email us at [care@edelweisstokio.in](mailto: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, reinstated or restored 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 submit the original Policy Document along with a request

letter to us at any of our branches or at our Corporate Office address provided below. You are required to maintain the acknowledgement received from the Company as a proof of submission.

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

- For existing e-Insurance Account (eIA): Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance Policy by the IR.
- 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:** 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroh Road, Kurla (W), Mumbai 400070

**Corporate Office Address:** 4<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroh Road, Kurla (W), Mumbai 400070

**Edelweiss Tokio Life Insurance Company Limited**

**Registered Office: 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai 400070.**

**Corporate Office: 4<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai 400070**

**POLICY DOCUMENT - Edelweiss Tokio Life – Elite Plus**

**Non-Linked, Non-Participating Endowment Life Insurance Plan**

**UIN: 147N060V01**

**POLICY PREAMBLE**

This Policy is a non-linked, non-participating endowment life 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 underwritten and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

SAMPLE

### POLICY SCHEDULE

Policy Number	Plan Name and UIN
	Edelweiss Tokio Life – Elite Plus (UIN: 147N060V01)

#### Details of the Policyholder:

Name	Date of Birth	Age	Gender

#### Address

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#### 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	<<dd/mm/yyyy>>
Policy Term	<<12   15   20 years>>
Premium Paying Term	<< 7   10 years>>
Premium Paying Frequency	Annual
Plan Option	<< Base Option / Family Protection Option>>
Annual Premium	Rs. << amount>>
Annualised Premium	Rs. << amount>>
Annual Premium plus Applicable Taxes	Rs. << amount>>
Premium Paying Due Date	<< Date & Month of every year >>
Last Premium Due Date	<<dd/mm/yyyy>>
Policy Maturity Date	<<dd/mm/yyyy>>

#### BENEFIT INFORMATION

Sum Assured on Death	: Rs.
Guaranteed Sum Assured on Maturity	: Rs.
Guaranteed Addition	: Rs.

Rider Name	UIN	Sum Assured	Annual Premium plus Applicable Taxes	Policy / Rider Term (years)	PPT (years)
Edelweiss Tokio Life – Accidental Death Benefit Rider	147B002V02	: Rs.	: Rs. incl. any u/w extra		
Edelweiss Tokio Life – Accidental Total and Permanent Disability Rider	147B001V02	: Rs.	: Rs. incl. any u/w extra		
Edelweiss Tokio Life – Term	147B004V02	: Rs.	: Rs. incl. any u/w		

Rider			extra		
Edelweiss Tokio Life – Waiver of Premium Rider	147B003V03	NA	: Rs. incl. any u/w extra		
Edelweiss Tokio Life – Payor Waiver Benefit Rider*	147B014V03	<input type="checkbox"/> Death <input type="checkbox"/> CI & ATPD <input type="checkbox"/> Death, CI & ATPD	: Rs. incl. any u/w extra		
Edelweiss Tokio Life – Income Benefit Rider	147B015V01	: Rs.	: Rs. incl. any u/w extra		
Edelweiss Tokio Life – Critical Illness Rider	147B005V02	: Rs.	: Rs. incl. any u/w extra		
<b>Total</b>					

\*Not available with Family Protection Option.

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

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

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

**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 Schedule in detail and check for the accuracy of information provided therein. In case you notice any mistake you may return the Policy to us for necessary correction.**

## PART – B

### DEFINITIONS

<b>Defined Term</b>	<b>Meaning</b>
<b>Age:</b>	means the age (last birthday) of the Life Insured in completed years as on Policy Commencement Date.
<b>Accrued Guaranteed Addition:</b>	means the sum of all the Guaranteed Addition accrued in the policy till date during the policy term.
<b>Annual Premium / Premium:</b>	means an amount stated in the Policy Schedule paid by you to us in a Policy Year including loadings for modal premiums, if any, and underwriting extra premiums, if any, but excluding applicable taxes.
<b>Annualised Premium</b>	means an amount stated in the Policy Schedule paid by you to us to secure the benefits under this Policy, excluding the underwriting extra premiums, if any, loadings for modal premiums, if any, and applicable taxes.
<b>Appointee:</b>	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.
<b>Assignee:</b>	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.
<b>Death Benefit:</b>	means the benefit which is payable by us on death of the Life Insured as per Clause II of Part C.
<b>Early Termination Benefit</b>	means the benefit which is payable in accordance with Clause III of Part C of this Policy.
<b>Grace Period:</b>	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.
<b>Guaranteed Addition / GA:</b>	means the amount which will accrue to the policy at the end of each Policy Year starting from the first year while the Policy is In-Force. Each Guaranteed Addition is calculated as 8% of the Guaranteed Sum Assured on Maturity, as stated in the Policy Schedule.
<b>Guaranteed Sum Assured on Maturity</b>	means an absolute amount chosen by the policyholder at inception and is guaranteed to become payable on maturity of the policy in accordance with the terms and conditions of the policy.
<b>IRDAI / Authority:</b>	means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
<b>In-Force:</b>	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.
<b>Insurance Act:</b>	means IRDAI Act, 1999, The Insurance Act, 1938 as amended from time to time.
<b>Life Insured:</b>	means the person named in the Policy Schedule whose life is insured under this Policy.
<b>Maturity Benefit:</b>	means the benefit which is payable by us on maturity of the Policy as per Clause I of Part C.
<b>Maturity Date:</b>	means the date specified in the Policy Schedule, on which the insurance cover expires.
<b>Nominee:</b>	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.
<b>Policy:</b>	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.
<b>Policyholder/You/you/Your/your:</b>	means or refers to the Policyholder stated in the Policy Schedule.
<b>Policy Anniversary:</b>	means the date in every year of the Policy Term corresponding with the Policy Commencement Date as specified in the Policy Schedule. If the said corresponding date is not available in the calendar year then the last day of that calendar month will be taken for this purpose.

<b>Policy Commencement Date:</b>	means the date as shown in the Policy Schedule from which the Policy commences.
<b>Policy Document</b>	means this entire document from Part A to Part G.
<b>Policy Term:</b>	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.
<b>Policy Year:</b>	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.
<b>Policy Schedule:</b>	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.
<b>Premium Paying Term:</b>	means the term during which the Premiums are payable by you to us under this Policy.
<b>Proposal Form:</b>	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 this Policy.
<b>Regulations:</b>	means the IRDAI (Non-Linked Insurance Products) Regulations, 2013 and any other applicable laws issued and as may be amended from time to time.
<b>Revival:</b>	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.
<b>Risk Commencement Date/ Date of Inception of the Policy:</b>	means the date as stated in the Policy Schedule on which your risk cover under this Policy commences.
<b>Surrender:</b>	means the complete withdrawal or termination of the Policy by you.
<b>Surrender Value:</b>	means an amount payable on Surrender of this Policy as per Clause I of Part D of this Policy.
<b>We/we/Our/our/Us/us/Company:</b>	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**

**I. Maturity Benefit**

<b>How and when Benefits are payable</b>	<b>Size of such benefits/policy monies</b>
<b>a) Base Option</b>	
On survival of the Life Insured till the date of maturity, provided the policy is In-Force, the Maturity Benefit is payable as lump sum.	The Policyholder will receive the Guaranteed Sum Assured on Maturity plus Accrued Guaranteed Addition.
<b>b) Family Protection Option</b>	
On survival of the Life Insured till the date of maturity, provided the policy is In-Force, the Maturity Benefit is payable as lump sum.	The Policyholder will receive the Guaranteed Sum Assured on Maturity plus Accrued Guaranteed Addition.
Note: <ul style="list-style-type: none"><li>• Any amount payable on Maturity shall be reduced by the outstanding loan amount and accumulated interest, if any.</li><li>• In case the Life Insured is a minor, the risk cover will start from the date of commencement of the policy and on attainment of majority the ownership of Policy will automatically vest on the Life Insured. The relationship between the Proposer and the Life Insured in such case should be such that there is a legally accepted insurable interest between the two as per the Board Approved Underwriting Policy.</li></ul>	

**II. Death Benefit**

The Sum Assured on Death at any time during the policy term is higher of:

- 10 times of Annualized Premium; **OR**
- Guaranteed Sum Assured on Maturity; **OR**
- 105% of all the premiums paid till date of death; **OR**
- Any absolute amount\* assured to be paid on death.

Note: \*Absolute amount assured to be paid on death will be equal to 10 times of Annual Premium

<b>How and when Benefits are payable</b>	<b>Size of such benefits/policy monies</b>
<b>a) Base Option</b>	
On death of the Life Insured while the policy is In-Force, the Death Benefit is payable as lump sum.	Nominee will receive the following benefit and the policy will be terminated: <ul style="list-style-type: none"><li>a) Sum Assured on Death plus</li><li>b) Accrued Guaranteed Addition at the time of death</li></ul>
<b>b) Family Protection Option</b>	
On death of the Life Insured while the policy is In-Force, the Death Benefit is payable as lump sum.	Nominee will receive the Sum Assured on Death as lump sum. In addition, any future premiums payable under the policy will not require to be paid and on the date of maturity the Maturity Benefit will be payable as lump sum.
Note: <ul style="list-style-type: none"><li>• Any amount payable as Death Benefit shall be reduced by the following:<ul style="list-style-type: none"><li>▪ the outstanding loan amount and accumulated interest, if any; <b>AND</b></li><li>▪ the unpaid premiums in the Policy Year when death occurs, if any</li></ul></li><li>• In case of death of the Life Insured who is a minor, the death benefit will be paid to the Proposer in the policy</li></ul>	



### III. Payment Of Premium & Discontinuance Of Premium Payment

<b>a)</b>	<b>Payment of Premium</b>															
	You shall pay Premium for the entire Premium Paying Term. The amount of Premium payable, the frequency at which it must be paid and the Premium Paying Due Date are stated in the Policy Schedule.															
<b>b)</b>	<b>Grace Period</b>															
	<p>If We do not receive the Premium in full by the Premium Paying Due Date, then:</p> <p>(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.</p> <p>(ii) All the benefits under the Policy, if any will continue to apply during the Grace Period. However payment of claims during the grace period will be subject to the deduction of the due premiums from the claims.</p>															
<b>c)</b>	<b>(i) Premium Discontinuance (for Premium Payment Term of 7 years)</b>															
	<p><b>(i) <u>Payment of at least 1 full year's premium but less than 2 full years' premium:</u></b>            If all the premiums have been paid in full at least for one policy year but not for full two policy years, then on premium discontinuance no surrender value or paid-up value will be payable. In such cases the total premiums paid, excluding underwriting extras and rider premium, if any, will be refunded back either on death or maturity whichever is earlier. The policyholder also has the option to terminate the policy prior to maturity and on termination the 'Early Termination Benefit' will become payable as stated in Part - C, Clause III (d).</p> <p><b>(ii) <u>Payment of at least 2 full years' premium:</u></b>            If all the premiums have been paid in full for at least first two policy years and subsequent premiums have not been paid within the Grace Period, the policy will acquire Reduced Paid-up status and benefits will continue as per the Reduced Paid-up provisions as stated in Part - C, Clause III (e).</p> <p>Note: You will be given two years from the date of first unpaid Premium to revive the Policy.</p>															
	<b>(ii) Premium Discontinuance (for Premium Payment Term of 10 years)</b>															
	<p><b>(i) <u>Payment of at least 1 full year's premium but less than 3 full years' premium:</u></b>            If all the premiums have been paid in full at least for one policy year but not for full three policy years, then on premium discontinuance no surrender value or paid-up value will be payable. In such cases the total premiums paid, excluding underwriting extras and rider premium, if any, will be refunded back either on death or maturity whichever is earlier. The policyholder also has the option to terminate the policy prior to maturity and on termination the 'Early Termination Benefit' will become payable as stated in Part - C, Clause III (d).</p> <p><b>(ii) <u>Payment of at least 3 full years' premium:</u></b>            If all the premiums have been paid in full for at least first three policy years and subsequent premiums have not been paid within the Grace Period, the policy will acquire Reduced Paid-up status and benefits will continue as per the Reduced Paid-up provisions as stated in Part - C, Clause III (e).</p> <p>Note: You will be given two years from the date of first unpaid Premium to revive the Policy.</p>															
<b>d)</b>	<b>Early Termination Benefit</b>															
	<p>Early Termination Benefit is a specific percentage (as given in the below table) of total premiums received till date. Any amount paid towards underwriting extras and riders is not payable on termination of the policy.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2">Policy Year of Termination</th> <th colspan="3">Policy Term</th> </tr> <tr> <th>12</th> <th>15</th> <th>20</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">30%</td> <td style="text-align: center;">30%</td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">35%</td> <td style="text-align: center;">35%</td> <td style="text-align: center;">35%</td> </tr> </tbody> </table>	Policy Year of Termination	Policy Term			12	15	20	2	30%	30%	30%	3	35%	35%	35%
Policy Year of Termination	Policy Term															
	12	15	20													
2	30%	30%	30%													
3	35%	35%	35%													

		4	40%	40%	40%
		5	45%	45%	45%
		6	50%	50%	50%
		7	55%	55%	55%
		8	60%	60%	58%
		9	65%	65%	60%
		10	70%	70%	62%
		11	80%	75%	65%
		12	90%	80%	68%
		13	NA	83%	70%
		14	NA	85%	72%
		15	NA	90%	75%
		16	NA	NA	78%
		17	NA	NA	80%
		18	NA	NA	83%
		19	NA	NA	85%
		20	NA	NA	90%
<b>e)</b>	<b>Reduced Paid-Up</b>				
	<p>On Policy becoming Reduced Paid-up, all the benefits will be multiplied by a Paid-up Factor, where Paid-up Factor is calculated as:</p> <p>Paid-up Factor = (Number of premiums paid/ Number of premiums payable)</p> <p><b>Base Option:</b></p> <p>(i) Reduced Paid-up Death Benefit = (Paid-up Factor X Sum Assured on Death) + Accrued Guaranteed Addition as on date when the policy becomes reduced paid-up.</p> <p>(ii) Reduced Paid-up Maturity Benefit = Paid-up Factor X (Guaranteed Sum Assured on Maturity + Accrued Guaranteed Addition as on maturity date).</p> <p><b>Family protection Option:</b></p> <p>(i) Reduced Paid-up Death Benefit = (Paid-up Factor X Sum Assured on Death). In addition, on the date of maturity, the Reduced Paid-up Maturity Benefit will be payable as lump sum.</p> <p>(ii) Reduced Paid-up Maturity Benefit = Paid-up Factor X (Guaranteed Sum Assured on Maturity + Accrued Guaranteed Addition as on maturity date)</p>				

**PART – D**

**I. Surrender Benefit:**

**Conditions for Surrender of the Policy**

- a) For Premium Paying Term of 7 years: Surrender value will be acquired, if all the premiums have been paid in full for at least first two Policy Years.
- b) For Premium Paying Term of 10 years: Surrender value will be acquired, if all the premiums have been paid in full for at least first three Policy Years.

Note: On surrender the surrender value, if any, will be immediately paid and policy will be terminated.

**Amount Payable on Surrender**

On receipt of a written request for Surrender from you, we will pay the higher of Guaranteed Surrender Value ('GSV') or Special Surrender Value ('SSV'). Surrender Benefit is payable as lump sum on the date of surrender.

**Guaranteed Surrender Value ('GSV')**

The Guaranteed Surrender Value is sum of Surrender value of premiums and Surrender value of Accrued Guaranteed Addition

- a) Surrender value of premiums = GSV Factor A x the total amount of premiums received till date of surrender, excluding the amount received towards applicable taxes, underwriting extra and riders, if any.

GSV Factor A:

Policy Year of Surrender*	Policy Term		
	12	15	20
1	0%	0%	0%
2-3	30%	30%	30%
4-6	50%	50%	50%
7	55%	55%	55%
8	60%	60%	58%
9	70%	65%	60%
10	80%	70%	62%
11	90%	75%	65%
12	90%	80%	68%
13	NA	85%	70%
14	NA	90%	72%
15	NA	90%	75%
16	NA	NA	78%
17	NA	NA	80%
18	NA	NA	85%
19	NA	NA	90%
20	NA	NA	90%

- b) Surrender value of Accrued Guaranteed Addition = GSV Factor B x Accrued Guaranteed Addition till the date of surrender, if any.

GSV Factor B:

Policy Year of Surrender*	Policy Term		
	12	15	20
1	0%	0%	0%
2	3%	2%	2%
3	5%	4%	3%
4	8%	6%	5%
5	11%	9%	6%
6	14%	11%	8%
7	16%	13%	9%
8	19%	15%	11%
9	22%	17%	13%
10	25%	19%	14%

11	27%	21%	16%
12	30%	24%	17%
13	NA	26%	19%
14	NA	28%	21%
15	NA	30%	22%
16	NA	NA	24%
17	NA	NA	25%
18	NA	NA	27%
19	NA	NA	28%
20	NA	NA	30%

\*Surrender value in second Policy Year is available only for Premium Paying Term of 7 Years.

**Special Surrender Value ('SSV')**

Your Policy also acquires a Special Surrender Value. Before making a request for Surrender, you may approach us to know about the Surrender Value in respect of your Policy.

**II. Loan under the Policy:**

a)	<b>Conditions for grant of a loan under the Policy:</b>
	You may take a loan under the Policy by giving us a written request provided the Policy has acquired the Surrender Value. Maximum loan amount available will be 80% of the surrender value.
b)	<b>Effect of grant of loan under the Policy:</b>
	<p>If a loan is granted by us under the Policy, then:</p> <p>(1) Interest will be charged on the outstanding loan amount at a rate declared by the Company from time to time based on then prevailing market conditions and will be equal to "Three year (tenure) SBI MCLR + 0.50%, subject to floor of 7.00%". The rate of interest for policy loan as on Oct 2018 is 9.15% per annum. If the interest rate is revised, the same interest rate will be applied to both existing and new loan from the date of revision. For current rate of interest, you may contact your sales person who has advised you while purchasing this Policy. Alternatively, you may contact our Service Expert at 1800 2121 212 or email us at <a href="mailto:care@edelweisstokio.in">care@edelweisstokio.in</a>. Company may review the interest rate methodology from time to time and modify the same with prior approval from IRDAI.</p> <p>(2) For Reduced Paid-Up policies, we will give you a written notice when the outstanding loan plus accrued interest is 95% of the Surrender Value calculated in accordance with Clause I of Part D and you may re-pay the whole or a part of the outstanding loan plus accrued interest to us. If at any point of time, the outstanding loan plus accrued interest is equal to or more than the Surrender Value calculated in accordance with Clause I of Part D then the Policy will be immediately and automatically terminated and no amount shall be payable by us under the Policy.</p> <p>(3) Any benefit payable by us on the death of the Life Insured or on the Surrender of the Policy or on the maturity of the Policy will first be reduced by any outstanding policy loan and accumulated interests, if any.</p>

**III. Revival**

If due Premiums are not paid within the Grace Period, the Policy shall lapse or become eligible for Reduced Paid-up benefit as the case may be. Any such Policy may be revived within two years from the due date of the first unpaid Premium by giving us a written intimation 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 each unpaid Premium.

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

The policyholder may choose to discontinue the rider premium even though he is paying the premium pertaining to the underlying base product to which the rider is attached. In such a case of rider premium discontinuance the rider is not allowed to be revived in future. However in case the entire policy premium (the base product and the rider) has been discontinued and the policyholder wants to revive the same then he would be allowed to revive within two years from the date of the first unpaid premium.

Revival would be as per the Board approved underwriting guidelines of the Company.

**IV. 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:

- a) 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.
- b) 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.

**V. Termination of Policy**

The Policy will terminate at the earliest of:

- a) The date of processing the Free Look cancellation request; or
- b) The date of intimation of the death of the Life Insured if Base Option is selected; or
- c) The Maturity Date; or
- d) The date of payment of Surrender Value of the Policy or Early Termination Benefit; or
- e) The date on which the revival period ends after the Policy has lapsed as per clause III of Part C on Premium Discontinuance; or
- f) The date on which the outstanding loan amount along with accrued interest equal to or exceeds the Surrender Value.

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

**PART – E**

Not Applicable.

SAMPLE

**PART – F**

**GENERAL TERMS AND CONDITIONS**

<b>1.</b>	<b>Exclusion:</b>
	<p><b>Suicide-</b> 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.</p> <p>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 or Surrender Value available as on the date of death, whichever is higher.</p>
<b>2.</b>	<b>Maturity Claim Procedure</b>
	<p>In case of Maturity Claims: We shall be given the following documents for us to process the claim:</p> <ol style="list-style-type: none"><li>a) The original Policy document;</li><li>b) The maturity claim form, duly completed;</li><li>c) The bank account details and the copy of photo id and address proof</li></ol> <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below.</p> <p>To, The Officer Customer Services Edelweiss Tokio Life Insurance Company Ltd. 6<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiro Road, Kurla (W), Mumbai - 400070 Email Id: <a href="mailto:claims@edelweisstokio.in">claims@edelweisstokio.in</a> Phone no: 1800 2121 212</p> <p>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.</p>
<b>3.</b>	<b>Death Claim Procedure:</b>
	<p>In case of death claims: We shall be given a written intimation of the Life Insured's death and, shall be provided with the following documents for us to assess the claim:</p> <ol style="list-style-type: none"><li>a) The claim form, duly completed;</li><li>b) The original or an attested copy of the death certificate;</li><li>c) The original Policy document;</li><li>d) A copy of photo identification proof, address proof and bank account details with a copy of the cancelled cheque of claimant / beneficiary / nominee</li><li>e) Documents to establish right of the claimant in the absence of valid nomination;</li><li>f) Any other information or documentation that we request.</li></ol> <p>In case of death due to accident and unnatural death, the following additional documents are required:</p> <ol style="list-style-type: none"><li>a) Copy of FIR and Panchnama;</li><li>b) Copy of the Post Mortem report;</li><li>c) Copy of Newspaper clipping if any;</li><li>d) Copy of the Final police investigation report;</li><li>e) Copy of the Charge sheet in case of Murder</li></ol> <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below.</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 4<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kiro Road, Kurla (W), Mumbai - 400070 Email Id: <a href="mailto:claims@edelweisstokio.in">claims@edelweisstokio.in</a></p>

	<p>Phone no: 1800 2121 212</p> <p>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.</p>
<b>4.</b>	<b>Nomination:</b>
	<p>Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.</p> <p><b><i>[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].</i></b></p>
<b>5.</b>	<b>Assignment:</b>
	<p>Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.</p> <p><b><i>[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].</i></b></p>
<b>6.</b>	<b>Validity/ Non-Disclosure:</b>
	<p>(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</p> <p>(ii) Mis-statement 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.</p> <p>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 pay the Premiums paid till date (subject to Section 45 of the Insurance Act, 1938 as amended from time to time).</p> <p>(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.</p> <p>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.</p> <p>(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.</p> <p><b><i>[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].</i></b></p>
<b>7.</b>	<b>Currency, Governing Law &amp; Jurisdiction</b>
	<p>The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.</p> <p>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.</p>



<b>8.</b>	<b>Taxation</b>
	<p>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.</p> <p>We reserve the right to recover all the applicable taxes from the Policyholder.</p>
<b>9.</b>	<b>Duplicate Policy Document</b>
	<p>If you lose or misplace the Policy Document then you may request us to issue you a duplicate Policy Document by giving us written intimation and making payment of fee prescribed from time to time.</p> <p>On issue of the duplicate Policy Document, the original shall automatically cease to have any legal effect.</p>
<b>10.</b>	<b>Intimation and Notices</b>
	<p>All intimations meant for us shall be given to us at our address specified in the Policy document or at any of our branch offices.</p> <p>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.</p> <p>You would need to intimate us of any change in your address to enable us to provide important information pertaining to your Policy.</p>
<b>11.</b>	<b>Entire Contract</b>
	<p>(i) The Policy comprises the entire contract of insurance between you and us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by us in writing through an endorsement.</p> <p>Notwithstanding anything contained in this Policy Document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any Regulations made or circulars / guidelines issued by IRDAI.</p>
<b>12.</b>	<b>Vesting of Ownership</b>
	<p>(ii) In case the Life Insured is a minor, the ownership of Policy will automatically vest on the Life Insured on attainment of majority.</p>

## **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:**

- a) Toll free customer care number: 1-800-2121-212 (24 hours a day, 7 days a week).
- b) Email us at: [complaints@edelweisstokio.in](mailto:complaints@edelweisstokio.in) / [care@edelweisstokio.in](mailto:care@edelweisstokio.in)
- c) Write to us at: Customer Care, Edelweiss Tokio Life Insurance Company Ltd, 4<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kirod 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:

- a) +91-22-71013322 (Between 10 am to 7 pm on Monday to Friday, except public holidays).
- b) [GRO@edelweisstokio.in](mailto:GRO@edelweisstokio.in)
- c) Write to us at: Customer Care, Edelweiss Tokio Life Insurance Company Limited, 4<sup>th</sup> Floor, Tower 3, Wing 'B', Kohinoor City, Kirod 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:

- a) IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255
- b) Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)
- c) 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 the Insurance Regulatory and Development Authority of India Act, 1999;
- b) any partial or total repudiation of claims by the Company;
- c) disputes over premium paid or payable in terms of insurance policy;
- d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;

- e) legal construction of insurance policies in so far as the dispute relates to claim;
- f) policy servicing related grievances against the Company and their agents and intermediaries;
- g) issuance of life insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- h) non-issuance of insurance policy after receipt of premium in life insurance including health insurance; and
- i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time or the Regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) as mentioned above.

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

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

(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:**

<p>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, <b>AHMEDABAD-380 001.</b> Tel.: 079-25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></p>	<p>Office of the Insurance Ombudsman, 2<sup>nd</sup> Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, <b>BHOPAL-462 003.</b> Tel.: 0755-2769201/9202 Fax : 0755-2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a></p>
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Office of the Insurance Ombudsman 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel.: 0674-2596455/2596461 Fax: 0674-2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Office of the Insurance Ombudsman, SCO No.101-103, 2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH-160 017.</b> Tel.: 0172-2706196/2706468 Fax : 0172-2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4 <sup>th</sup> Floor, 453 Anna Salai, Teynampet, <b>CHENNAI-600 018.</b> Tel.: 044-24333668/24335284 Fax: 044-24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002.</b> Tel.: 011-23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>
Office of the Insurance Ombudsman, Jeevan Nivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.: 0361-2132204/05 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel.: 040-65504123/23312122 Fax: 040-23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015.</b> Tel: 0484-2358759/2359338 Fax.: 0484-2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4 <sup>th</sup> Floor, 4, C.R.Avenue, <b>KOLKATA - 700072</b> Tel: 033-22124339/22124340 Fax: 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>
Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, <b>LUCKNOW-226 001.</b> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel: 022-26106960/26106552 Fax: 022-26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>
Office of the Insurance Ombudsman, Gr. Floor, Jeevan Nidhi - II, Bhawani Singh Marg, <b>JAIPUR – 302005.</b> Tel: 0141-2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Darshan, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth <b>PUNE - 411030.</b> Tel: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>
Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, <b>BENGALURU – 560 078.</b> Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 <sup>th</sup> Floor, Main Road Naya Bans, Sector 15, Distt: Gautam Buddh Nagar <b>NOIDA – 201301.</b> Tel: 0120-2514250/52/53 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>
Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <b>PATNA – 800006</b> Tel No: 0612-2680952 Email id : <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	

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

**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 as amended from time to time.

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.]***

SAMPLE

**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:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. 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.
03. 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.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. 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.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. 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.
08. 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.
09. 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.]***

SAMPLE



**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:

01. 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.

02. 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.

03. 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.

04. 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.

05. 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.

06. 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.

07. 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.

08. 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.

09. 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.]***

SAMPLE