

PART A

Date: < _____ >

Name of Policyholder:

Address of Policyholder:

Contact Number/(s) of Policyholder:

Dear <Policyholder Name>,

Sub.: Your Policy No. <<_____>> - Edelweiss Tokio Life – Forever Pension (A Non-Linked Non-Participating Single Premium Individual General Annuity 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 and that you have read and understood the terms and conditions of the product brochure.

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 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 salesperson 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@edelweistokio.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 and period of 30 days in case of electronic policies and policies obtained through distance mode (where distance mode means sale of insurance products through any means of communication other than in person) from the date of receipt of the Policy Document. However, this option will not be available in the event of purchase of this policy from the vesting proceeds of an deferred pension product previously purchased from us by you. 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.

To exercise the Free Look option, you would need to send 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: 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirool Road, Kurla (W), Mumbai 400070

Corporate Office Address: 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirool Road, Kurla (W), Mumbai 400070

Edelweiss Tokio Life Insurance Company Limited

Registered Office: 6th Floor, Tower 3, Wing, 'B', Kohinoor City, Kirool Road, Kurla (W), Mumbai 400070

Corporate Office: 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirool Road, Kurla (W), Mumbai 400070

POLICY DOCUMENT - Edelweiss Tokio Life – Forever Pension

(A Non-Linked Non-Participating Single Premium Individual General Annuity Plan)

UIN NO: 147N068V01

POLICY PREAMBLE

This Policy is a Non-Linked Non-Participating Single Premium Individual General Annuity 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 and/or Life Insured. 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	Product Name & UIN No
	Edelweiss Tokio Life – Forever Pension (147N068V01)

Name of the Primary Annuitant/Policyholder	Date of Birth	Age	Gender
Name of the Secondary Annuitant/Policyholder	Date of Birth	Age	Gender

Address of Primary Annuitant

Address of Secondary Annuitant

Purchase Price	Rs.
Applicable taxes on Purchase Price	Rs.
Policy Commencement Date	
Risk Commencement Date	

Existing Policyholder under Deferred Pension product	Yes / No
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Annuity Details	
Annuity Option Chosen	
Deferment Period, if applicable	(1 year – 10 years)/NA
Critical Illness / ATPD Option	Yes / No
Annuity Commencement Date	
Annuity Payout Mode	Monthly/Quarterly/ Semi-annually/ Annually
Annuity Amount	Rs.

Additional Benefit	
Paid up Additions	Yes / No

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

Consolidated Stamp Duty: Rs.<< POL-STMP-DUTY-AMT>>/- paid by Pay order, vide Mudrank receipt no: _____ dated _____
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For and on behalf of “Edelweiss Tokio Life Insurance Company Limited”

Authorised Signatory

We request you to go through the Policy in detail and check for the accuracy of information provided in the Policy and return the Policy to Us for correcting the discrepancies if any.

PART – B

DEFINITIONS

Defined Term	Meaning
Accident:	An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means
Age:	means the age (last birthday) of the Annuitant (s) in completed years as on Policy Commencement Date.
Annuity:	means a specified amount payable by us under this Policy at specified regular intervals depending on the Annuity option and the Annuity payout mode chosen by the Annuitant in the Proposal Form and as specified in the Schedule.
Annuitant(s)/Life Insured(s):	means the person(s) who is/are entitled to receive the Annuity and on whose life the contingent events have to occur for the Benefits to be payable as stated in the Policy Schedule.
Annuity Commencement Date:	the date as shown in the Policy Schedule from which the annuity payout begins.
Appointee:	means the person registered with us in the Nomination 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
Assignment:	Assignment is the process of transferring the rights and benefits under this Policy to an "Assignee," in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.
Congenital Anomaly	<p>Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.</p> <p>a) Internal Congenital Anomaly Congenital anomaly which is not in the visible and accessible parts of the body</p> <p>b) External Congenital Anomaly Congenital anomaly which is in the visible and accessible parts of the body.</p>
Central Record Keeping Agency (CRA)	means Central Record Keeping Agency and are responsible for recordkeeping, administration and customer service functions for all the subscribers of the NPS
Deferred Annuity	means an option where the Annuity is payable upon expiry of the Deferment Period
Death Benefit:	means the Benefits which would be payable on death of the Annuitant(s) and as specified in the Policy Document.
Guaranteed Additions:	means an amount equal to Purchase Price * Applicable Annuity Rate/12000 and is accrued at the end of every month during the Deferment Period. GA will stop accruing after the end of the Deferment Period.
In-Force:	means the status of the policy during the Policy Term when the Policy is not in a state of discontinuance
IRDAI / Authority:	means the insurance Regulatory and Development Authority of India established under sub-section (1) of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999).
Injury:	means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
Illness:	<p>means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.</p> <p>a. Acute condition – Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.</p> <p>b. Chronic condition – A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics: —it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests</p>

	<ul style="list-style-type: none"> —it needs ongoing or long-term control or relief of symptoms —it requires rehabilitation for the patient or for the patient to be specially trained to cope with it —it continues indefinitely —it recurs or is likely to recur
Insurance Act:	means IRDAI Act, 1999, The Insurance Act, 1938 (4 of 1938) as amended from time to time.
Maturity Benefit	means or refers to the Benefit explained in clause 3 of Part C
Medical Practitioner	<p>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.</p> <p>The Medical practitioner should not be</p> <ul style="list-style-type: none"> • The policyholder/insured person himself/herself; or • An authorised insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or • Employed by or under contractual engagement with the insurance company; • Related to the policyholder/insured person by blood or marriage.
National Pension Scheme (NPS)	means defined contribution pension scheme administered and regulated by Pension Fund Regulatory and Development Authority (PFRDA)
Nomination	Nomination is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time
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 Section 39 of the Insurance Act, 1938 as amended from time to time to receive benefits in respect of this Policy.
Paid-up Addition	means or refers to the benefits explained in clause 4 of Part C
Pre-Existing Disease	<p>Pre-existing Disease means any condition, ailment, injury or disease:</p> <ol style="list-style-type: none"> a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.
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 Anniversary:	means the date corresponding with the Policy Commencement Date specified in the Schedule in every calendar year.
Policy Commencement Date:	means the date as shown in the Policy Schedule from which the Policy commences.
Policy Document:	means this entire document from Part A to Part G.
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.
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.
Proposal Form:	means the signed and dated form and any accompanying declarations or statements submitted to us by the Policyholder and/or Annuitant as applicable for the purpose of obtaining insurance cover under this Policy.
Purchase Price / Premium:	means the amount, as specified in Policy Schedule, which is paid to us before or on the Policy Commencement Date in order to purchase the Annuity and to secure the benefits payable under this Policy.
Risk Commencement Date	means the date as stated in the Policy Schedule on which your risk cover under this Policy commences.

Regulations:	means the IRDAI (Non-Linked Insurance Products) Regulations, 2019 and any other applicable laws issued and as may be amended from time to time.
Survival Benefit	means or refers to the Benefits explained in clause 2 of Part C
Surrender:	means the complete withdrawal or termination of the Policy by the Policyholder.
Surrender Value:	means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of this Policy.
Total Premiums Paid	means the total of all the Premiums received, excluding any extra premium, any rider premium and applicable taxes
Vesting	means the maturity date of deferred pension policy, if this Policy is purchased by way of transfer of Purchase Price from a deferred pension policy
Waiting Period:	means the period of 90 calendar days from the Risk Commencement Date or the date of Revival of the Policy, whichever is later, during which the Life Insured will not be entitled to the Critical Illness 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

<<Only the Annuity options selected by the Annuitant shall be printed>>

1. **Death / Critical Illness (CI) / Accidental Total and Permanent Disability (ATPD) Benefit:** In case of death of the Annuitant(s) or in case of Annuitant being diagnosed with Critical Illness or in the event of Accidental Total and Permanent Disability (if opted for), whichever is earlier, while Policy is In-Force, following benefit will be paid depending upon option chosen:

Option	Death Benefit
Life Annuity	Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefits.
Life Annuity with Return of Purchase Price on Death	Purchase Price along with the Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefits.
Life Annuity with Return of Balance Purchase Price on Death	Balance Purchase price (i.e. Purchase Price less total Annuity paid till the date of death) along with the Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and policy will terminate without any further benefits. If the total Annuity paid till the date of death exceeds the Purchase Price, Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefits.
Life Annuity with Return of Purchase Price on Critical Illness (CI) or Accidental Total and Permanent Disability (ATPD) or Death *	On death or on diagnosis of any of the covered Critical Illnesses before attaining age 80 years (Age Last Birthday) or occurrence of Accidental Total and Permanent Disability before attaining age 70 years (Age Last Birthday) whichever is earlier, Purchase Price along with the Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefits.
Life Annuity (Joint Life, Last Survivor)	On first death of any of the two Annuitants, the surviving Annuitant would continue to receive annuity for his/ her lifetime. On death of the last survivor Annuitant, Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefit.
Life Annuity with Return of Purchase Price on Death (Joint life, Last Survivor)	On first death of any of the two Annuitants, the surviving Annuitant would continue to receive 100% of Annuity as originally contracted for his/ her lifetime. On death of the last survivor Annuitant, Purchase Price along with the Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefits.
Deferred Annuity with Return of Purchase Price on death (Single Life)	Assured Benefit which is higher of the below will be paid: Purchase Price plus Accrued Guaranteed Additions (If any) minus total Annuity paid till the date of death of Annuitant, if any Or 110% of Purchase Price Along with Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefits.

Deferred Annuity with Return of Purchase Price on Critical Illness (CI) or Accidental Total and Permanent Disability (ATPD) or Death (Single Life) *:	<p>On death or on diagnosis of any of the covered Critical Illnesses before attaining age 80 years (Age Last Birthday) or occurrence of Accidental Total and Permanent Disability before attaining age 70 years (Age Last Birthday) whichever is earlier, Assured Benefit, which is Higher of the below will be paid:</p> <p>Purchase Price plus Accrued Guaranteed Additions (if any) minus total Annuity paid till the date of death of Annuitant, if any OR 110% of Purchase Price</p> <p>along with the Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefits.</p>
Deferred Annuity with Return of Purchase Price on Death (Joint Life, last survivor)	<p>On first death of any of the two annuitants, the surviving annuitant would continue to receive annuity for his/ her lifetime.</p> <p>On the death of the last survivor Annuitant, Assured benefit which is higher of the below will be paid:</p> <p>Purchase Price plus Accrued Guaranteed Additions (If any) minus total Annuity paid till the date of death of last survivor Annuitant, if any Or 110% of Purchase Price</p> <p>along with the Accrued Paid-up Additions, if any, will be paid in lump sum to the Nominee and Policy will terminate without any further benefits.</p>

* options with CI and ATPD benefits

The diagnosis of Critical Illness (CI) or occurrence of Accidental Total and Permanent Disability (ATPD) should meet the definitions and exclusion as specified later in this document.

During the period from the reporting of the CI or ATPD claim till its confirmation, the policy shall be treated akin to a continuing policy. In case of rejection of CI or ATPD claim due to any reason, the annuity will continue to be paid till the date of diagnosis of any other covered CIs before attaining age 80 years (Age Last Birthday) or occurrence of ATPD before attaining age 70 years (Age Last Birthday) or death, whichever is earlier and the Purchase Price along with Accrued Paid-up Additions, if any shall be payable on diagnosis of any other covered CI or ATPD or Death of the Annuitant whichever is earlier.

In case of unfortunate death of the annuitant(s), the death intimation needs to be conveyed to Us. Annuity instalments that have fallen due and paid after the date of death will be recovered immediately from any amount payable under the Policy.

The deferment period once chosen cannot be changed. During the Deferment Period, the policy accrues Guaranteed Addition (GA) at the end of every month. Each GA amount is calculated as Purchase Price*Applicable Annuity Rate/1200. The GA will stop accruing after the Deferment Period. At any point of time during the policy term, Accrued Guaranteed Additions is the sum of all the Guaranteed Additions accrued in the policy till date. The Accrued Guaranteed Additions is payable on the covered contingent event or in case of surrender of the policy

2. **Survival Benefits:**

Option	Survival benefit
Life Annuity	On survival of the Annuitant, starting from Annuity Commencement Date, Annuity as mentioned in the Policy Schedule will be payable as per the Annuity Payout Mode selected till the date the Annuitant is alive.
Life Annuity with Return of Purchase price on Death	On survival of the Annuitant, starting from Annuity Commencement Date, Annuity as mentioned in the Policy Schedule will be payable as per the Annuity Payout Mode selected till the date the Annuitant is alive.
Life Annuity with Return of	On survival of the Annuitant, starting from Annuity Commencement Date, Annuity as

Balance Purchase price on Death	mentioned in the Policy Schedule will be payable as per the Annuity Payout Mode selected till the date the Annuitant is alive.
Life Annuity with Return of Purchase Price on Critical Illness (CI) or Accidental Total and Permanent Disability (ATPD) or Death	Starting from Annuity Commencement Date, Annuity as mentioned in the Policy Schedule will be payable as per the Annuity Payout Mode selected till the date of diagnosis of any of the covered CIs, before attaining age 80 years or occurrence of ATPD, before attaining age 70 years or death whichever is earlier.
Life Annuity (Joint Life, Last Survivor)	On survival of either of the Annuitants, starting from Annuity Commencement Date, Annuity as mentioned in the Policy Schedule will become payable as per the Annuity Payout Mode selected till the date the either of the Annuitant is alive.
Life Annuity with Return of Purchase Price on Death (Joint life, Last Survivor)	On survival of either of the Annuitants, starting from Annuity Commencement Date, Annuity as mentioned in the Policy Schedule will become payable as per the Annuity Payout Mode selected till the date either of the Annuitant is alive.
Deferred Annuity with Return of Purchase Price on Death (Single Life)	On survival of the Annuitant, starting from Annuity Commencement Date, Annuity as mentioned in the Policy Schedule will be payable as per the Annuity Payout Mode selected till the date the Annuitant is alive.
Deferred Annuity with Return of Purchase Price on Critical Illness (CI) or Accidental Total and Permanent Disability (ATPD) or death (Single Life):	Starting from Annuity Commencement Date, Annuity as mentioned in the Policy Schedule will be payable as per the Annuity Payout Mode selected till the date of diagnosis of any of the covered CIs, after inception of the Policy and before attaining age 80 years or occurrence of ATPD, after inception of the Policy and before attaining age 70 years or death, whichever is earlier.
Deferred Annuity with Return of Purchase Price on death (Joint Life, Last Survivor)	On survival of either of the Annuitants, starting from Annuity Commencement Date, Annuity as mentioned in the Policy Schedule will become payable as per the Annuity Payout Mode selected till the date either of the primary Annuitant is alive.

3. **Maturity Benefit** – No maturity benefit is payable under the Policy.

4. **Paid-up Additions:** Under this Additional Benefit, the Annuitant will have option to convert an annuity amount into the Paid-up Additions. The Annuitant can choose the benefit at the inception of policy or at any subsequent policy anniversary by submitting a written request to the Company 60 days prior to such policy anniversary. At any point of time during the policy term, the Annuitant also have an option to opt out from Paid-up Additions Benefit. Once opted out, the Annuitant will start receiving annuity as per the schedule. Option to opt-in and opt-out is allowed only on policy anniversary subject to receipt of written request 60 days prior to such policy anniversary. The Annuitant can choose to convert 100% of the Annuity Payout receivable and partial conversion of the same is not allowed. For the purpose of determining the surrender benefit or death/CI/ATPD benefit where applicable, the annuities converted to Paid-up Additions will be treated as annuities paid.

Interest on Paid-up Additions will be accrued on a monthly basis at Reverse Repo Rate published by RBI on its website till encashment and this rate will be reviewed at the beginning of every calendar month and will be aligned with the latest reverse-repo rate published on RBI's website. The Reverse Repo Rate is 3.35% as on 1 Oct 2020. Accrued Paid-up Additions which is equal to the accumulated Paid-up Additions plus interest on Paid-up Additions less the Paid-up Additions already encashed, if any, can be encashed anytime during the policy term. If not encashed, the Accrued Paid-up Additions will be paid out on surrender of the policy, if applicable, or on death of the Annuitant. In case of annuity options with CI or ATPD benefit, the Accrued Paid-up Additions, if not encashed, will be paid on diagnosis of any of the covered CIs or occurrence of ATPD or death, whichever is earlier.

The interest benchmark applicable to the Paid up Additions can be reviewed with prior approval of the Authority.

For sale through POSP, only Life Annuity with Return of Purchase Prices on Death is available and no other option is available including Paid-up addition.

5. NPS – Family Income

Under this scheme, the annuity benefit would be payable in accordance with the regulations as prescribed by Pension Fund Regulatory and Development Authority (PFRDA).

As per current regulations, the annuity benefit will be payable for life of the subscriber and his/her spouse as per the annuity option 'Life Annuity with Return of Purchase Price on Death (Joint Life, Last Survivor)'. In case, the subscriber does not have a spouse, the annuity benefit will be payable for life of the subscriber as per the annuity option 'Life Annuity with Return of Purchase Price on Death'.

In both cases upon demise of such subscriber/last survivor, as applicable, the annuity shall be re-issued to the family members in the order specified hereunder at a premium rate prevalent at the time of purchase of such annuity by utilizing the purchase price required to be returned under the annuity contract (until all the family members in the order specified below are covered):

- (a) living dependent mother of the deceased subscriber;
- (b) living dependent father of the deceased subscriber.

After the coverage of all such family members, the Purchase Price shall be returned to the surviving children of the subscriber and in the absence of the children, the legal heirs of the subscriber, as may be applicable. In case no such family member exists upon the death of the last survivor, there would be a refund of the Purchase Price to the nominee.

Conditions and Definitions of Critical Illnesses

Conditions:

- Claim for critical illness will only be accepted if the illness has occurred after 90 days (Waiting Period) from the date of inception of the policy.
- No Critical Illness benefit will be payable if there is diagnosis of any covered critical illness or any signs or symptoms related to any of the covered critical illness, within the Waiting Period. The annuity will continue to be paid till the date of diagnosis of any other covered CIs before attaining age 80 years (Age Last Birthday) or occurrence of ATPD before attaining age 70 years (Age Last Birthday) or death, whichever is earlier and the Assured Benefit along with the Accrued Paid-up Additions, if any, shall be payable on diagnosis of any other covered CI or ATPD or Death of the Annuitant whichever is earlier.
- For any critical illness claim to be valid, the incidence of the condition must be the first occurrence in the lifetime of the Annuitant.
- Annuitant has to notify the critical illness claim within 90 days of the date of diagnosis of the covered critical illness. However, claims filed even beyond such period should be considered if there are valid reasons for any delay.
- Critical Illness benefit will be paid subject to satisfaction of definitions and exclusions. No benefit will be paid on re-occurrences of the same Critical Illness or on diagnosis of any other Critical Illness after a Critical Illness claim is already paid.

Definitions:

1. Cancer of specified severity

A malignant tumor characterized by the uncontrolled growth & spread of malignant cells with invasion & 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- including minimally invasive procedures

The undergoing of surgery to treat narrowing, obstruction, aneurysm or dissection of the aorta. Minimally invasive procedures like endovascular repair are covered under this definition. The surgery must be determined to be medically necessary by a Consultant Surgeon and supported by imaging findings.

For the above definition, the following are not covered:

- i. Surgery to any branches of the thoracic or abdominal aorta (including aortofemoral or aortoiliac bypass grafts)
- ii. Surgery of the aorta related to hereditary connective tissue disorders (e.g. Marfan syndrome, Ehlers–Danlos syndrome)
- iii. Surgery following traumatic injury to the aorta

5. Cardiomyopathy

A definite diagnosis of one of the following primary cardiomyopathies:

- i. Dilated Cardiomyopathy
- ii. Hypertrophic Cardiomyopathy (obstructive or non-obstructive)
- iii. Restrictive Cardiomyopathy
- iv. Arrhythmogenic Right Ventricular Cardiomyopathy

The disease must result in at least one of the following:

- i. Left ventricular ejection fraction (LVEF) of less than 40% measured twice at an interval of at least 3 months.
- ii. Marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain (Class III or IV of the New York Heart Association)

classification) over a period of at least 6 months.

iii. Implantation of an Implantable Cardioverter Defibrillator (ICD) for the prevention of sudden cardiac death

The diagnosis must be confirmed by a Consultant Cardiologist and supported by echocardiogram, cardiac MRI or cardiac CT scan findings. The implantation of an Implantable Cardioverter Defibrillator (ICD) must be determined to be medically necessary by a Consultant Cardiologist.

For the above definition, the following are not covered:

- i. Secondary (ischaemic, valvular, metabolic, toxic or hypertensive) cardiomyopathy
- ii. Transient reduction of left ventricular function due to myocarditis
- iii. Cardiomyopathy due to systemic diseases

Implantation of an Implantable Cardioverter Defibrillator (ICD) due to primary arrhythmias (e.g. Brugada or Long-QT-Syndrome)

6. Primary (idiopathic) Pulmonary 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 Catheterization. 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

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

A vegetative state is absence of responsiveness and awareness due to dysfunction of the cerebral hemispheres, with the brain stem, controlling respiration and cardiac functions, remaining intact. The definite diagnosis must be evidenced by all of the following:

- i. Complete unawareness of the self and the environment
- ii. Inability to communicate with others
- iii. No evidence of sustained or reproducible behavioural responses to external stimuli
- iv. Preserved brain stem functions

Exclusion of other treatable neurological or psychiatric disorders with appropriate neurophysiological or neuropsychological tests or imaging procedures

The diagnosis must be confirmed by a Consultant Neurologist and the condition must be medically documented for at least one month without any clinical improvement.

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.

- Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- Undergone surgical resection or radiation therapy to treat the brain tumor.

The following conditions are excluded:

- 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.

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 than 3 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

A definite diagnosis of Alzheimer's disease evidenced by all of the following:

- i. Loss of intellectual capacity involving impairment of memory and executive functions (sequencing, organizing, abstracting, and planning), which results in a significant reduction in mental and social functioning
- ii. Personality change
- iii. Gradual onset and continuing decline of cognitive functions
- iv. No disturbance of consciousness
- v. Typical neuropsychological and neuroimaging findings (e.g. CT scan)

The disease must require constant supervision (24 hours daily) [before age 65]. The diagnosis and the need for supervision must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered:

- i. Other forms of dementia due to brain or systemic disorders or psychiatric conditions

20. Motor Neuron 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 - resulting in permanent loss of physical abilities

A definite diagnosis of one of the following muscular dystrophies:

- i. Duchenne Muscular Dystrophy (DMD)
- ii. Becker Muscular Dystrophy (BMD)
- iii. Emery-Dreifuss Muscular Dystrophy (EDMD)
- iv. Limb-Girdle Muscular Dystrophy (LGMD)
- v. Facioscapulohumeral Muscular Dystrophy (FSHD)
- vi. Myotonic Dystrophy Type 1 (MMD or Steinert's Disease)
- vii. Oculopharyngeal Muscular Dystrophy (OPMD)

The disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

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. Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- iii. Feeding oneself – the ability to feed oneself when food has been prepared and made

available.

- iv. Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- v. Getting between rooms – the ability to get from room to room on a level floor.
- vi. Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist and supported by electromyography (EMG) and muscle biopsy findings.

For the above definition, the following are not covered:

- i. Myotonic Dystrophy Type 2 (PROMM) and all forms of myotonia

23. Parkinson's Disease

A definite diagnosis of primary idiopathic Parkinson's disease, which is evidenced by at least two out of the following clinical manifestations:

- i. Muscle rigidity
- ii. Tremor
- iii. Bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses)

Idiopathic Parkinson's disease must result [before age 65] in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months despite adequate drug treatment.

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. Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- iii. Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- iv. Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- v. Getting between rooms – the ability to get from room to room on a level floor.
- vi. Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist.

The implantation of a neurostimulator to control symptoms by deep brain stimulation is, independent of the Activities of Daily Living, covered under this definition. The implantation must be determined to be medically necessary by a Consultant Neurologist or Neurosurgeon.

For the above definition, the following are not covered:

- i. Secondary parkinsonism (including drug- or toxin-induced parkinsonism)
- ii. Essential tremor

Parkinsonism related to other neurodegenerative disorders

24. Loss of Independent Existence

A definite diagnosis [before age 65] of a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

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. Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- iii. Feeding oneself – the ability to feed oneself when food has been prepared and made available.

- iv. Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- v. Getting between rooms – the ability to get from room to room on a level floor.
- vi. Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis has to be confirmed by a Specialist.

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

A definite diagnosis of systemic lupus erythematosus evidenced by all of the following:

- i. Typical laboratory findings, such as presence of antinuclear antibodies (ANA) or antidsDNA antibodies
- ii. Symptoms associated with lupus erythematosus (butterfly rash, photosensitivity, serositis)
- iii. Continuous treatment with corticosteroids or other immunosuppressants
- iv. Additionally, one of the following organ involvements must be diagnosed:
- v. Lupus nephritis with proteinuria of at least 0.5 g/day and a glomerular filtration rate of less than 60 ml/min (MDRD formula)
- vi. Libman-Sacks endocarditis or myocarditis
- vii. Neurological deficits or seizures over a period of at least 3 months and supported by cerebrospinal fluid or EEG findings. Headaches, cognitive and psychiatric abnormalities are specifically excluded.

The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.

For the above definition, the following are not covered:

- i. Discoid lupus erythematosus or subacute cutaneous lupus erythematosus
- ii. Drug-induced lupus erythematosus

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

A definite diagnosis of aplastic anaemia resulting in severe bone marrow failure with anaemia, neutropenia and thrombocytopenia. The condition must be treated with blood transfusions and, in addition, with at least one of the following:

- i. Bone marrow stimulating agents
- ii. Immunosuppressants
- iii. Bone marrow transplantation

The diagnosis must be confirmed by a Consultant Haematologist and evidenced by bone marrow histology.

31. Bacterial Meningitis

A definite diagnosis of bacterial meningitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by growth of pathogenic bacteria from cerebrospinal fluid culture.

For the above definition, the following are not covered:

- i. Aseptic, viral, parasitic or non-infectious meningitis

32. Creutzfeldt-Jacob Disease

A diagnosis of sporadic Creutzfeldt-Jakob disease, which has to be classified as “probable” by all of the following criteria:

- i. Progressive dementia
- ii. At least two out of the following four clinical features: myoclonus, visual or cerebellar signs, pyramidal/extrapyramidal signs, akinetic mutism
- iii. Electroencephalogram (EEG) showing sharp wave complexes and/or the presence of 14-3-3 protein in the cerebrospinal fluid
- iv. No routine investigations indicate an alternative diagnosis

The diagnosis must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered:

- i. Iatrogenic or familial Creutzfeldt-Jakob disease
- ii. Variant Creutzfeldt-Jakob disease (vCJD)

33. Encephalitis

A definite diagnosis of acute viral encephalitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by typical clinical symptoms and cerebrospinal fluid or brain biopsy findings.

For the above definition, the following are not covered:

- i. Encephalitis in the presence of HIV
- ii. Encephalitis caused by bacterial or protozoal infections
- iii. Myalgic or paraneoplastic encephalomyelitis

34. Rheumatoid arthritis

A definite diagnosis of rheumatoid arthritis evidenced by all of the following:

- i. Typical symptoms of inflammation (arthralgia, swelling, tenderness) in at least 20 joints over a period of 6 weeks at the time of diagnosis
- ii. Rheumatoid factor positivity (at least twice the upper normal value) and/or presence of anti-citrulline antibodies
- iii. Continuous treatment with corticosteroids
- iv. Treatment with a combination of “Disease Modifying Anti-Rheumatic Drugs” (e.g. methotrexate plus sulfasalazine/leflunomide) or a TNF inhibitor over a period of at least 6 months.

The diagnosis must be confirmed by a Consultant Rheumatologist.

For the above definition, the following are not covered:

- i. Reactive arthritis, psoriatic arthritis and activated osteoarthritis

35. Poliomyelitis

A definite diagnosis of acute poliovirus infection resulting in paralysis of the limb muscles or respiratory muscles. The paralysis must be medically documented for at least 3 months from the date of diagnosis.

The diagnosis must be confirmed by a Consultant Neurologist and supported by laboratory tests proving the presence of the poliovirus.

For the above definition, the following are not covered:

- i. Poliovirus infections without paralysis
- ii. Other enterovirus infections
- iii. Guillain-Barré syndrome or transverse myelitis

Definition of Accidental Total and Permanent Disability:

Accidental Total and Permanent Disability - Accidental Total and Permanent Disability is defined as disability caused by bodily injury, which causes permanent inability to perform any occupation or to engage in any activities for remuneration or profits. This disability should last for at least one hundred and eighty (180) days before being eligible for Accidental Total and Permanent Disability benefits. Further the company reserves the right to call for registered medical examination as they may require fit in this regard.

Total and permanent disability also includes the loss of both arms, or both legs, or one arm and one leg, or of both eyes. Loss of arms means dismemberment by amputation from the wrist joint and loss of legs means dismemberment by amputation from the ankle joint. Loss of eyes means entire and irrecoverable loss of sight. In these circumstances waiting period of 180 days will not be applicable.

PART – D

1. Surrender Benefit:

Deferred Annuity:

Policy acquires surrender value [higher of the Guaranteed Surrender Value (GSV) and Special Surrender Value (SSV)] immediately after the payment of purchase price for following Annuity Options:

- Deferred Annuity with Return of Purchase Price on death (Single Life)
- Deferred Annuity with Return of Purchase Price on Critical Illness (CI) or Accidental Total and Permanent Disability (ATPD) or death (Single Life) and
- Deferred Annuity with Return of Purchase Price on death (Joint Life, Last Survivor)

Immediate Annuity:

Policy acquires surrender value which equals to Special Surrender Value (SSV), immediately after the payment of Purchase Price for following Annuity Options:

- Life Annuity with Return of Purchase Price on Death
- Life Annuity with Return of Purchase Price on Death (Joint Life, Last Survivor)
- Life Annuity with Return of Purchase Price on Critical Illness (CI) or Accidental Total and Permanent Disability (ATPD) or Death

On surrender, the surrender value, if any, will be immediately paid and policy will be terminated. For Annuity Options apart from listed above, Surrender Benefit is not applicable.

Surrender Value:

For Deferred Annuity, the surrender benefit payable is higher of the {Guaranteed Surrender Value (GSV) and Special Surrender Value (SSV)} and for Immediate Annuity, the surrender value payable is equal to Special Surrender Value (SSV).

a. **Guaranteed Surrender Value (GSV):**

The Guaranteed Surrender Value (GSV) will be the higher of (0, sum of surrender value of the Total Premiums Paid* and the surrender value of Accrued Guaranteed Additions, if any, less Annuity already paid, if any) plus Accrued Paid up Additions, if any.

Surrender value of the Total Premiums Paid = GSV Factor X Total Premiums Paid

Surrender Value of the Accrued Guaranteed Additions = 30% X Accrued Guaranteed Additions, if any

GSV Factor is 75% if the policy is surrendered anytime within 3 policy years and 90% from 4th policy year onwards.

b. **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.

If this Policy is purchased by way of transfer of Purchase Price on vesting or surrender of deferred pension policies from Edelweiss Tokio Life Insurance Company or from any other Insurer or from the proceeds of the NPS fund, the proceeds from surrendered policy will be utilized to purchase an Immediate or Deferred Annuity from Edelweiss Tokio Life Insurance Company or will be transferred to the Insurer (of the deferred pension policy) or to the Central Record Keeping Agency (CRA) from where the money was received as the case may be.

2. Loan under the Policy:

Loans are not allowed under the Policy.

3. **Free look Period:**

You may return this Policy to us within 15 days of receipt of the Policy and period of 30 days in case of electronic policies and policies obtained through distance mode (where distance mode means sale of insurance products through any means of communication other than in person) if you disagree with any of the terms and conditions by giving us written reasons for your objection.

To exercise the Free Look option, you would need to send/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. On receipt of your letter along with the original Policy Document, we will refund the Premium paid subject to a deduction of a proportionate risk premium for the period of cover and the expenses incurred by the insurer on medical examination and stamp duty charges, if any.

Option of Freelook will not be available to the Policyholder, if this Policy is purchased by way of transfer of Purchase Price on vesting or surrender of deferred pension policies from Edelweiss Tokio Life Insurance Company Limited. However, Policyholders will be able to change the annuity option during the freelook period.

Policyholder can apply for freelook cancellation:

1. If Annuity is purchased by way of transfer of Purchase Price on vesting or surrender of deferred pension policies from any other insurer or from the proceeds of NPS fund: The proceeds from cancellation in the free-look period after deducting any annuities paid will be transferred to the Insurer (of the deferred pension policy) or to the Central Record Keeping Agency (CRA) from where the money was received.
OR
2. If Annuity is purchased by the Nominee/beneficiary (in the event of death of the deferred pension policyholder) by transfer of Purchase Price from any deferred pension product OR if Annuity is purchased directly by the Policyholder: The proceeds from cancellation in the free-look period after deducting any annuities paid will be refunded.
4. **Annuity mode:** Annuity mode can be changed anytime, however, the same shall be effective from the next Policy Anniversary onwards. The minimum Annuity post change of annuity mode shall be at least the minimum annuity amount applicable for the respective Annuity Mode.

PART – E

Not Applicable.

SAMPLE

PART – F

GENERAL TERMS AND CONDITIONS

a)	Exclusion:
	<p>Suicide: Not Applicable</p> <p><u>Critical Illness Exclusions:</u> We will not be liable to make any payment if the Critical Illness of the Insured is directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:</p> <ul style="list-style-type: none">• Any Pre-Existing disease:• 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.• 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.• Any External Congenital Anomaly which is not as a consequence of Genetic disorder. <p><u>Accidental and Total Permanent Disability Benefit Exclusions:</u></p> <p>The life assured will not be entitled to any benefits for any disability caused directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:</p> <ul style="list-style-type: none">• Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane.• Any Pre-Existing disease.• War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.• Service in the armed forces, or any police organization, of any country at war or service in any force of an international body.• Committing an assault, a criminal offence, an illegal activity or any breach of law.• 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• 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• Participation by the insured person in any flying activity, except as a bona fide, fare paying passenger of a recognized airline on regular routes and on a scheduled timetable.• Disability as a result of any disease or infection.
b)	Existence Verification Certificate (EVC)
	You have to submit the Existence Verification Certificate (EVC) to Us on a yearly basis for continuation of your annuity payouts. The Company may allow other electronic means of verification also as may be decided by the Company from time to time.

	<p>This certificate needs to be submitted one month prior to the Policy Anniversary Date but not before 60 days prior to Policy Anniversary.</p> <p>Payment of Annuity ceases immediately in case EVC is NOT received by the Company. Upon receipt of the EVC, payment of Annuity will resume and all arrears without any interest on same will be settled.</p> <p>The certificate should be attested from any one of the following: a. Post Master b. Principal of School/College c. Bank Manager d. Employee(non-sales) of Edelweiss Tokio Life Insurance Company Limited e. Present/Last # Employer (Submit separate declaration on Company's Letterhead, confirming employment along with attested Existence Verification Certificate) f. Gazetted Officer g. Registered Medical Practitioner.</p> <p>The self-attested certificate can be sent to us by any of the following modes:</p> <p>a) Email the scanned copy to care@edelweisstokio.in b) Submit it at your nearest Edelweiss Tokio Life Insurance Branch Office c) Send it to us at Edelweiss Tokio Life Insurance Co. Ltd., 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai 400070. Toll Free : 1800 212 1212 Fax No.: +91 22 6117 7833 Email: care@edelweisstokio.in www.edelweisstokio.in"</p>
c)	Death Claim Procedure:
	<p>We shall be given written notice of the Annuitant's death and, upon request, We shall be provided with the following to assess the claim:</p> <ol style="list-style-type: none"> I. The claim form, duly completed; II. The original or an attested copy of the death certificate; III. The original Policy Document; IV. Personalized cancelled cheque or copy of bank passbook of Nominee; V. Documents to establish right of the claimant in the absence of valid nomination VI. Any other information or documentation that we request. VII. KYC documentation from Nominee <p>In case of Death due to Accident and unnatural death, the following additional documents are required:</p> <ol style="list-style-type: none"> i. Copy of FIR and Panchnama; ii. Copy of the Postmortem 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 <p>You are requested to intimate us of the claim at any of our branch offices or to our Corporate Office address mentioned below:</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Limited 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisstokio.in Phone no: 1800 2121 212</p> <p>The claim is required to be intimated to us within a period of 90 days from the date of death. However, we may condone the delay in claim intimation, if any, where the claim is genuine, and the delay is proved to be for reasons beyond the control of the claimant.</p>
d)	Claim Procedure – Critical Illness
	<p>We shall be given written intimation of the Member Insured's Critical Illness from the MPH, immediately and in any event within 90 days from the date of diagnosis of the covered Critical Illness. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant. We shall be provided with the following documents to assess the claim:</p> <ol style="list-style-type: none"> a) Claim form duly filled and signed by the Member Insured (in case of critical illness) & MPH stamp b) Copy of diagnosis report confirming the occurrence of Critical Illness which is acceptable as per terms and

	<p>conditions of policy</p> <p>c) All past and present medical records (such as admission notes, Indoor case papers, discharge summary, daily records and investigation test reports, surgical notes), if applicable;</p> <p>d) A copy of the Life Insured's photo identification proof, address proof and bank account details with a copy of the cancelled cheque;</p> <p>e) Completely filled Treating doctor certificate for the diagnosed ailment;</p> <p>f) Hospital certificate duly filled in by the hospital where the Life Insured was admitted;</p> <p>g) Any other information or documentation that We may request.</p> <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below. Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisstokio.in Phone no: 1800 2121 212</p> <p>Receipt of the claim intimation does not amount to acceptance of claim by the Company under any circumstances.</p>
e)	Claim Procedure – ATPD
	<p>We shall be given written intimation of the Member Insured's Permanent Disability, immediately and in any event within 90 days from the date of diagnosis/ event. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant. We shall be provided with the following documents to assess the claim:</p> <p>a) Claim form duly filled and signed by the Member Insured or Nominee (in case of permanent disability) & MPH stamp</p> <p>b) All treatment records and hospitalisation records confirming the cause of disability</p> <p>c) All past and present medical records (such as admission notes, Indoor case papers, discharge summary, daily records and investigation test reports, surgical notes), if applicable;</p> <p>d) A copy of the Life Insured's photo identification proof, address proof and bank account details of insured or nominee with a copy of the cancelled cheque</p> <p>e) Completely filled Treating doctor certificate confirming the nature (extent) of disability;</p> <p>f) Hospital certificate duly filled in by the hospital where the Life Insured was admitted;</p> <p>g) Disability Certificate issued by competent government authority</p> <p>h) Police report / FIR</p> <p>i) Any other information or documentation that We request.</p> <p>The claim intimation can be sent to any of our branch offices or to our Corporate office address mentioned below. Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisstokio.in Phone no: 1800 2121 212</p> <p>Receipt of the claim intimation does not amount to acceptance of claim by the Company under any circumstances.</p>
f)	Nomination:
	<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><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></p>
g)	Assignment:
	<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><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></p>
h)	Validity/ Non Disclosure:

	<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) <u>Misstatement of Age</u> 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 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).</p> <p>(iii) <u>Section 41:</u> 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.</p> <p>(iv) <u>Section 45:</u> Fraud and Misstatement 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><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></p>
i)	Currency, Governing Law & Jurisdiction
	<p>(i) The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.</p> <p>(ii) 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>
j)	Taxation
	<p>The tax benefits under this Policy may 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>
k)	Duplicate Policy Document
	<p>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 of an amount not exceeding Rs.250/- (which is subject to change with prior IRDAI approval and prior notice to You). On issue of the duplicate Policy Document, the original shall automatically cease to have any legal effect.</p>
l)	Intimations and Notices
	<p>(i) All Intimation meant for Us shall be given to Us at Our address specified in the Policy Contract or at any of Our branch offices.</p> <p>(ii) All notices meant for You will be sent to Your address specified in the 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 timely intimate us of any change in your address to enable us to provide important information pertaining to your Policy.</p>
m)	Entire Contract
	<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>(ii) Notwithstanding anything contained in this Policy, the provisions herein shall stand altered or superseded to such</p>

	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.
n)	Mode of Communication
	<p>The Company and the Policyholder may exchange communications pertaining to this Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / to carry out the mandates of the Policyholder on merits in accordance with such communications.</p> <p>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.</p>

SAMPLE

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 (9:00 am to 9:00 pm, 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, 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirool Road, Kurla (W), Mumbai 400070.
- You can lodge your grievance/complaint at any of our branches/offices

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, 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirool 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) – 155255
- Toll free No: 1800 425 4732
- 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

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 Email: bimalokpal.ahmedabad@ecoi.co.in	Office of the Insurance Ombudsman, 2 nd 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@ecoi.co.in
Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674-2596455/2596461 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar@ecoi.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@ecoi.co.in
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4 th Floor, 453 Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668/24335284 Fax: 044-24333664	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@ecoi.co.in

Email: bimalokpal.chennai@ecoi.co.in	
Office of the Insurance Ombudsman, Jeevan Nivesh, 5 th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361-2132204/05 Fax : 0361-2732937 Email: bimalokpal.guwahati@ecoi.co.in	Office of the Insurance Ombudsman, 6-2-46, 1 st 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@ecoi.co.in
Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel: 0484-2358759/2359338 Fax.: 0484-2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4 th Floor, 4, C.R.Avenue, KOLKATA - 700072 Tel: 033-22124339/22124340 Fax: 22124341 Email: bimalokpal.kolkata@ecoi.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@ecoi.co.in	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel: 022-26106960/26106552 Fax: 022-26106052 Email: bimalokpal.mumbai@ecoi.co.in
Office of the Insurance Ombudsman, Gr. Floor, Jeevan Nidhi - II, Bhawani Singh Marg, JAIPUR – 302005. Tel: 0141-2740363 Email: bimalokpal.jaipur@ecoi.co.in	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Darshan, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth PUNE - 411030. Tel: 020-41312555 Email: Bimalokpal.pune@ecoi.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, 1st Phase, BENGALURU – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 th Floor, Main Road Naya Bans, Sector 15, Distt: Gautam Buddh Nagar NOIDA – 201301. Tel: 0120-2514250/52/53 Email: bimalokpal.noida@ecoi.co.in
Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006 Tel No: 0612-2680952 Email id : bimalokpal.patna@ecoi.co.in	

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 Laws (Amendment) Act, 2015 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 Laws (Amendment) Act, 2015.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of 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 Laws (Amendment) Act, 2015 as amended from time to time. The Policyholders are advised to refer to The Insurance Laws (Amendment) Act, 2015 as amended from time to time for complete and accurate details.]

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 thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to 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.]

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 Laws (Amendment) Act, 2015 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 Laws (Amendment) Act, 2015 as amended from time to time. The Policyholders are advised to refer to The Insurance Laws (Amendment) Act, 2015 as amended from time to time for complete and accurate details.]