

Date:

**PART - A**

Name of the customer: **Name of the PFA/ Corporate Agent/ Relationship Manager/ Broker:**

Address: **License No:**

Contact details: **Contact No:**

Policy No:

Dear Mr/Ms..... ,

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

We are confident that the product you have chosen will suit your need, and that the Personal Financial Advisor/ Corporate Agent/ Relationship Manager/ Broker, has explained the product to you to the best of your satisfaction.

We have prepared your policy on the basis of the proposal form submitted by you. For your reference, we are attaching a copy of your proposal form along with the policy document.

Our Service Expert from the customer care unit will be calling you shortly to guide you through your policy document and answer any additional questions you may have.

Should you need further information or assistance, please contact our Service Expert at 1800 2121 212 or mail us at [care@edelweisstokio.in](mailto:care@edelweisstokio.in)

**Free Look Provision:** We request you to go through your Policy Document in detail and check the accuracy of information provided. A Free Look period of 15 days from the date of receipt of the policy is provided to you to review the terms and conditions of the policy. You may return the policy document to Us within 15\* days from the date of receipt of the policy document if You disagree with any of the terms and conditions by giving us written reasons for your objection. We will refund an amount as mentioned in the Free Look Clause of the Policy Terms and Conditions.

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

We look forward to servicing you during your policy term and request you to keep the policy document safely for future reference.

Regards,

**For Edelweiss Tokio Life Insurance Company Limited**

**Authorised Signatory**

**Edelweiss Tokio Life Insurance Company Limited**  
**Edelweiss House, Off. C. S. T. Road, Kalina, Mumbai – 400 098**

**Edelweiss Tokio Life – CritiCare+**  
**(Individual Non-Linked Health Insurance Plan)**

**UIN NO: 147N030V01**

**POLICY PREAMBLE**

Edelweiss Tokio Life Insurance Company Limited has received a Proposal, Declaration along with Statements and the first premium from You. Both You and the Company have accepted that the said Proposal, Declaration along with Statements, reports or other documents are the basis of this contract of insurance and in consideration of and subject to receipt of due premiums as stated in the Policy Schedule, we have entered into this Policy with You which is the legal contract between You and the Company and is subject to the Terms & Conditions as stated in this Policy.

## POLICY SCHEDULE

<b>Policy Number</b>	<b>Plan Name &amp; UIN No</b>			
<b>Name of the Policyholder</b>	<b>Date of Birth</b>	<b>Gender</b>	<b>Age</b>	
<b>Address</b>				
<b>Name of the Life Insured</b>	<b>Date of Birth</b>	<b>Gender</b>	<b>Age</b>	<b>Age Admitted</b>
<b>Name of the Nominee(s)</b>		<b>Name of the Appointee (in case nominee is a minor)</b>		
<b>Policy Details</b>				
Risk Commencement Date				
Policy Commencement Date				
Policy Term				
Premium Frequency				
Modal Premium	Rs.			
Total Modal Premium (plus Service Tax & Educational Cess)	Rs.			
Annualized Premium	Rs.			
Premium Due Date(s)	Date/month			
Last Premium Due Date				
Policy Maturity Date				
Option selected				

## BENEFIT INFORMATION

Base Plan/ Rider Name	UIN No.	Sum Assured	Modal Premium plus taxes and cess#	Term (years)	PPT (years)
<b>Total</b>					

# Premium rate is guaranteed for first five years of Policy and thereafter reviewable by Us after every 5 policy years at the policy anniversary, subject to IRDA of India approval.

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

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

**Authorised Signatory**

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 document to Us for correcting the discrepancies if any.

**PART – B**  
**DEFINITIONS**

Defined Term	Meaning
<b>Accident:</b>	An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
<b>Age:</b>	age of the Life Insured at last birthday.
<b>Appointee:</b>	the person named in the Schedule who will accept and hold in trust all amounts payable under the Policy on behalf of the Nominee if the Nominee is less than Age 18 on the date of payment.
<b>Aorta Surgery:</b>	Undergoing of a laporotomy or thoracotomy to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intraarterial techniques such as percutaneous endovascular aneurysm repair are excluded.
<b>Aplastic Anaemia:</b>	<p>Chronic persistent bone marrow failure which results in Anaemia, Neutropenia and Thrombocytopenia requiring treatment with at least one of the following:</p> <ul style="list-style-type: none"> <li>• Regular Blood Product Transfusion</li> <li>• Marrow Stimulating Agents</li> <li>• Immunosuppressive Agents or</li> <li>• Bone Marrow Transplantation.</li> </ul> <p>The diagnosis and suggested line of treatment must be confirmed by a Haematologist using relevant laboratory investigations including Bone Marrow Biopsy. Two out of the following three values should be present:</p> <ul style="list-style-type: none"> <li>• Absolute Neutrophil count of 500 per cubic millimetre or less;</li> <li>• Absolute Reticulocyte count of 20,000 per cubic millimetre or less; and</li> <li>• Platelet count of 20,000 per cubic millimetre or less.</li> </ul>
<b>Benign Brain Tumour:</b>	<p>A benign tumour in the brain where all of the following conditions are met:</p> <ul style="list-style-type: none"> <li>• The tumour is life threatening;</li> <li>• It has caused damage to the brain;</li> <li>• It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and</li> <li>• Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.</li> </ul> <p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• Cysts</li> <li>• Granulomas</li> <li>• Vascular Malformations</li> <li>• Haematomas;</li> <li>• Tumours of the pituitary gland or spinal cord; and</li> <li>• Tumours of Acoustic Nerve (Acoustic Neuroma).</li> </ul>
<b>Cancer of Specified Severity:</b>	<p>A malignant tumour characterised by the uncontrolled growth &amp; spread of malignant cells with invasion &amp; destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy &amp; confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma. The following cancers are excluded:</p> <ul style="list-style-type: none"> <li>• Tumours showing the malignant changes of carcinoma in situ &amp; tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 &amp; CIN-3.</li> <li>• Any skin cancer other than invasive malignant melanoma</li> <li>• All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.....</li> <li>• Papillary micro - carcinoma of the thyroid less than 1 cm in diameter</li> <li>• Chronic lymphocytic leukaemia less than RAI stage 3</li> <li>• Microcarcinoma of the bladder</li> <li>• All tumours in the presence of HIV infection.</li> </ul>
<b>Coma of Specified Severity:</b>	<p>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:</p> <ul style="list-style-type: none"> <li>• No response to external stimuli continuously for at least 96 hours;</li> <li>• Life support measures are necessary to sustain life; and</li> </ul>

	<ul style="list-style-type: none"> <li>• Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.</li> </ul> <p>The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.</p>
<b>Day Care Centre:</b>	A day care centre means any institution established for day care treatment of illness and / or injuries or a medical set-up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:- has qualified nursing staff under its employment, has qualified medical practitioner (s) in charge, has a fully equipped operation theatre of its own where surgical procedures are carried out, maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
<b>Day Care Treatment:</b>	Day care treatment refers to medical treatment, and/or surgical procedure which is: <ul style="list-style-type: none"> <li>i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hours because of technological advancement, and</li> <li>ii. which would have otherwise required a hospitalization of more than 24 hours.</li> </ul> <p>Treatment normally taken on an out-patient basis is not included in the scope of this definition.</p>
<b>First Heart Attack - of Specified Severity:</b>	The first occurrence of 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 this will be evidenced by all of the following criteria: <ul style="list-style-type: none"> <li>i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)</li> <li>ii. new characteristic electrocardiogram changes</li> <li>iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.</li> </ul> <p>The following are excluded:</p> <ul style="list-style-type: none"> <li>i. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T</li> <li>ii. Other acute Coronary Syndromes</li> <li>iii. Any type of angina pectoris.</li> </ul>
<b>Grace Period:</b>	Grace period means the specified period of time (30 days) immediately following the premium due date during which a payment can be made to renew or continue with the Policy in force without loss of continuity benefits such as waiting periods and coverage of pre – existing diseases. Coverage is not available for the period for which no premium is received.
<b>Hospital:</b>	A hospital means any institution established for in- patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under: <ul style="list-style-type: none"> <li>- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;</li> <li>- has qualified nursing staff under its employment round the clock;</li> <li>- has qualified medical practitioner (s) in charge round the clock;</li> <li>- has a fully equipped operation theatre of its own where surgical procedures are carried out</li> <li>- maintains daily records of patients and makes these accessible to the Insurance company's authorized personnel.</li> </ul>
<b>Hospitalization:</b>	Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
<b>Illness:</b>	Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment. <ul style="list-style-type: none"> <li>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 after suffering the disease/illness/injury which leads to full recovery.</li> <li>b. Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics: <ul style="list-style-type: none"> <li>—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests</li> <li>—it needs ongoing or long-term control or relief of symptoms</li> <li>— it requires your rehabilitation or for you to be specially trained to cope with it</li> <li>—it continues indefinitely</li> <li>—it comes back or is likely to come back.</li> </ul> </li> </ul>
<b>Injury:</b>	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.

<b>IRDA of India:</b>	Insurance Regulatory and Development Authority of India.
<b>Kidney Failure Requiring Regular Dialysis:</b>	End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.
<b>Life Insured:</b>	the person named in the Schedule whose life is insured under this Policy.
<b>Major Burns:</b>	There must be third-degree burns with scarring that cover at least 20% of the body's surface area. A certified physician must confirm the diagnosis and the total area involved using standardized, clinically accepted, body surface area charts.
<b>Major Organ Transplant (Bone Marrow, Liver, Lung, Pancreas):</b>	<p>The actual undergoing of a transplant of:</p> <ul style="list-style-type: none"> <li>- One of the following human organs: lung, pancreas or liver, that resulted from irreversible end-stage failure of the relevant organ, or</li> <li>- Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.</li> </ul> <p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• Other stem-cell transplants are excluded.</li> <li>• Where only islets of langerhans are transplanted</li> </ul>
<b>Medical Advice:</b>	Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
<b>Medical Practitioner:</b>	A Medical practitioner is 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 the scope and jurisdiction of his license.
<b>Motor Neurone Disease with Permanent Symptoms:</b>	Motor neurone 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.
<b>Maturity Date:</b>	the date specified in the Schedule on which the Policy matures.
<b>Major Organ Transplant (Heart, Kidney):</b>	<p>The actual undergoing of a transplant of one of the following human organs: heart or kidney that resulted from irreversible end-stage failure of the relevant organ. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.</p> <p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• Other stem-cell transplants are excluded.</li> </ul>
<b>Multiple Sclerosis with Persisting Symptoms:</b>	<p>The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:</p> <ul style="list-style-type: none"> <li>• Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;</li> <li>• There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and</li> <li>• Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with atleast two clinically documented episodes atleast one month apart. Other causes of neurological damage such as SLE and HIV are excluded.</li> </ul>
<b>Nominee:</b>	the person specified in the Schedule nominated in accordance with the Section 39 of the Insurance Act, 1938, as amended by The Insurance laws (Amendment) Ordinance, 2014.
<b>Open Chest CABG:</b>	<p>The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.</p> <p>Excluded are:</p> <ul style="list-style-type: none"> <li>• Angioplasty and/or any other intra-arterial procedures</li> <li>• Any key-hole or laser surgery.</li> </ul>
<b>Open Heart Replacement OR Repair of Heart Valves:</b>	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.
<b>Policy:</b>	means the contract of insurance as evidenced by the Policy Document.

<b>Policy Document:</b>	the Proposal Form, the Policy Schedule and any other document attached or annexed including any endorsement attached to the Policy issued by Us.
<b>Permanent Paralysis of Limbs:</b>	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.
<b>Policy Term:</b>	the term in years between the Policy Commencement Date and the Maturity Date.
<b>Policy Anniversary:</b>	the date corresponding with the Policy Commencement Date specified in the Schedule in every calendar year.
<b>Policy Year:</b>	a period of one year between any of the two consecutive Policy Anniversary.
<b>Policy Commencement Date:</b>	the date as shown in the Policy Schedule from which the Policy Anniversaries, Policy Term, Policy Years, and Premium Due Dates are determined.
<b>Policyholder:</b>	the person who is the owner of the Policy and is referred to as the Proposer in the Proposal Form.
<b>Pre-Existing Disease:</b>	Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.
<b>Premium Paying Term:</b>	the term in years during which the Premiums are required to be paid under the Policy.
<b>Proposal Form:</b>	the signed, dated application form and any accompanying declarations or statements submitted to Us.
<b>Risk Commencement Date:</b>	the date on which Your rights, benefits and risk cover begin, as shown in the Policy Schedule.
<b>Revival:</b>	means restoration of the policy by Us which was discontinued due to the non-payment of premium, with all the benefits, upon receipt of all due premiums and other charges, if any as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Insured on the basis of information, documents and reports furnished by the Policyholder, in accordance with the Board approved underwriting guidelines.
<b>Revival Period:</b>	the period of two consecutive years from the date of discontinuance of the Policy, during which You are entitled to revive the Policy which was discontinued due to non payment of Premium.
<b>Stroke Resulting in Permanent Symptoms:</b>	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 atleast 3 months has to be produced.  The following are excluded: <ul style="list-style-type: none"> <li>• Transient ischemic attacks (TIA)</li> <li>• Traumatic injury of the brain</li> </ul> Vascular disease affecting only the eye or optic nerve or vestibular functions.
<b>Surgery:</b>	Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
<b>Surrender:</b>	complete withdrawal or termination of the entire Policy.
<b>Total Blindness:</b>	Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.  The diagnosis must be clinically confirmed by an appropriate consultant. The blindness must not be correctable by aides or surgical procedures.
<b>We/Our/Us/Company:</b>	Edelweiss Tokio Life Insurance Company Limited.
<b>You/ Your:</b>	the policyholder named in the Policy Schedule.

**Interpretation:** In this Policy document, 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

a) **Critical Illnesses Benefit:**

The product covers 17 Critical Illness as defined in the policy, and which are grouped together as specified in below Table A for the following benefits under the policy.

1. Under the Single claim option

	When Payable	Amount Payable
(i)	If the Life Insured is diagnosed to be suffering from a Critical Illness listed below in Table A when the Policy is in force AND the Life Insured survives for at least 28 days following the confirmed date of diagnosis, We will pay:	Sum Assured, and the Policy will terminate.
<i><b>Waiting Period:</b> We will not be liable to make any payment under this Policy if the Critical Illness has occurred within 90 days from the Risk Commencement Date or the revival of the Policy whichever is later.</i>		

2. Under the Multi claim option

	When Payable	Amount Payable
(i)	If the Life Insured is diagnosed to be suffering from a Critical Illness listed below in Table A when the Policy is in force AND the Life Insured survives for at least 28 days following the confirmed date of diagnosis, We will pay:	First Claim: Sum Assured plus future premiums will be waived off. Second Claim: Sum Assured (for critical illness under different groups). Third Claim: Sum Assured (for critical illness under different groups) and the Policy will terminate.
<i><b>Note –</b></i>		
1. You can make 3 claims for 3 different critical illnesses from different groups (as given in the Table A below) subject to 365 days waiting period between each claim, after which the policy will terminate.		
2. We will not be liable to make any payment under this Policy if the Critical Illness has occurred within 90 days from the Risk Commencement Date or the revival of the Policy <i>whichever is later.</i>		

**Table A:-**

Group 1	<ul style="list-style-type: none"> <li>- Open Chest CABG</li> <li>- First Heart Attack - of Specified Severity</li> <li>- Open Heart Replacement OR Repair of Heart Valves</li> <li>- Kidney Failure Requiring Regular Dialysis</li> <li>- Major Organ Transplant (Heart, Kidney)</li> <li>- Stroke Resulting in Permanent Symptoms</li> <li>- Aorta Surgery</li> </ul>
Group 2	<ul style="list-style-type: none"> <li>- Permanent Paralysis of Limbs</li> <li>- Coma of Specified Severity</li> <li>- Major Burns</li> <li>- Total Blindness</li> </ul>
Group 3	<ul style="list-style-type: none"> <li>- Aplastic Anaemia</li> <li>- Cancer of Specified Severity</li> <li>- Benign Brain Tumour</li> <li>- Major Organ Transplant (Bone Marrow, Liver, Lung, Pancreas)</li> </ul>
Group 4	<ul style="list-style-type: none"> <li>- Motor Neurone Disease with Permanent Symptoms</li> <li>- Multiple Sclerosis with Persisting Symptoms</li> </ul>



- b) **Death Benefit:**  
No death benefit is payable under the policy.
- c) **Maturity Benefit:**  
No maturity benefit is payable under the policy.

### **PAYMENT OF PREMIUM & DISCONTINUANCE OF PREMIUM PAYMENT**

<b>a)</b>	<b>Payment of Premium:</b>
	<p>You shall pay Premium for the Premium Paying Term. The amount of Premium payable, the frequency at which it must be paid and the due dates for each instalment of Premium are stated in the Policy Schedule.</p> <p>We may review the premium rates applicable under the Policy at every 5 Policy Years at the Policy Anniversary with the approval from IRDA of India. Any changes to the premium rates shall be notified in writing to You and shall be applicable from the immediately subsequent Policy Anniversary.</p>
<b>b)</b>	<b>Grace Period:</b>
	<p>If We do not receive the Premium in full by the premium due date, then:</p> <p>(i) We will allow a Grace Period of 30 days during which You must pay the Premium due in full.</p> <p>(ii) During the grace period there will be no loss of continuity benefits such as waiting periods and coverage of pre – existing diseases. However coverage of Critical illness is not available for the period for which no premium is received.</p>
<b>c)</b>	<b>Premium Discontinuance:</b>
	The policy would stand lapsed if the due premiums are not paid within the grace period and the benefit under the policy shall cease to apply.
<b>d)</b>	<b>Revival norms:</b>
	<p>The Policy may be revived within two years from the due date of the first unpaid Premium by giving Us a written notice to revive the Policy and payment of all overdue premiums with simple interest, as declared by company from time to time, for every completed month from the date of first unpaid premium.</p> <p>The revival will be effected on receipt of the proof of continued insurability and subject to medical examination, if required (cost to be borne by the policyholder). Also, You shall give Us written notice immediately if there is any change in the Life Insured's Occupation. On interpretation of the results if the life is accepted by the Underwriter, only then the policy would be allowed to revive. The effective date of revival is when these requirements are met and approved by Us. The revival would be as per Board approved underwriting guidelines.</p>

### **EXCLUSIONS**

Apart from the exclusions mentioned in the definitions section, We will not be liable to make any payment in case of following:

- Any critical illness or its signs or symptoms having occurred within 90 days of policy issue date.
- For a policy which was lapsed and has subsequently been revived, any critical illness or its signs or symptoms having occurred within 90 days of revival date
- For all pre-existing diseases or health conditions at proposal stage or reinstatement, the benefits would be available after 48 months from date of Risk Commencement Date or reinstatement.(Reinstatement would be applicable only for policies which were lapsed and subsequently been revived)
- Unreasonable failure to seek or follow medical advice
- Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immuno-deficiency Virus (HIV).
- Self-inflicted injuries, attempted suicide, insanity, and immorality, and deliberate participation of the life insured in an illegal or criminal act.

- Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified medical practitioner
- War – whether declared or not, civil commotion, breach of law, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or wilful participation in acts of violence.
- Radioactive contamination due to nuclear accident.
- Engaging in hazardous sports/ pastimes, i.e. taking part in (or practising for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off pastel skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport, bungee jumping, hand gliding etc. or Any injury, sickness or disease received as a result of aviation (including parachuting or skydiving), gliding or any form of aerial flight other than as a fare-paying passenger on regular routes and on a scheduled timetable unless agreed by special endorsement.

SAMPLE

## **PART – D**

1) **Surrender Benefit:**

On surrender, the Policy shall be terminated and the benefits under the Policy shall cease to apply. There is no surrender benefit payable under the Policy.

2) **Loan under the Policy:**

Loans are not allowed under the Policy.

3) **Free look Period:**

You may return the Policy document to Us within 15 days\* of receipt of the Policy document if You disagree with any of the terms and conditions by giving Us written reasons for Your objection. We will refund the Premium received after deducting proportionate risk premium, stamp duty charges and medical expenses (if any).

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

**PART – E**

Not Applicable.

SAMPLE

**PART – F**

**GENERAL TERMS AND CONDITIONS**

<b>a)</b>	<b>Suicide Exclusion:</b>
	If the Life Insured (whether sane or not) commits suicide within one year from the Date of Inception or date of revival of the Policy while the Policy is in force, then the Policy shall be void and We will pay 80% of the Premium received (excluding extra mortality premium).
<b>b)</b>	<b>Claim Procedure:</b>
	<p>We shall be given written notice of the Life Insured's Critical Illness immediately and in any event within 90 days from the date of diagnosis of the Critical Illness. We will accept claim intimated beyond 90 days from the date of diagnosis only if the reasons given are found to be satisfactory by Us. We shall be provided with the following documents for Us to assess the claim:</p> <ul style="list-style-type: none"><li>i) Our claim form which must be duly completed;</li><li>ii) Copy of diagnosis report confirming the occurrence of Critical Illness which is acceptable to Us;</li><li>iii) All past and present medical records (such as discharge summary, daily records and investigation test reports, surgical notes), if applicable;</li><li>iv) The original Policy document, if opted for single claim option;</li><li>v) Evidence of date of birth if We have not admitted age;</li><li>vi) A copy of the Life Insured's photo identification proof, address proof and bank account details with a copy of the cancelled cheque;</li><li>vii) Treating doctor certificate filled by the doctor treating the Life Insured for the diagnosed ailment;</li><li>viii) Hospital certificate duly filled in by the hospital where the Life Insured was admitted;</li><li>ix) Any other information or documentation that We request.</li></ul> <p>You are requested to send intimation of the claim to any of Our branch offices or to Our Registered office mentioned below.</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Ltd. Edelweiss House, Off. C. S. T. Road, Kalina, Mumbai – 400 098 Email Id: <a href="mailto:claims@edelweisstokio.in">claims@edelweisstokio.in</a> Phone no: 1800 2121 212</p> <p>In case of any delay in making the payment beyond the timelines as prescribed under the applicable Regulations, We will pay interest at a rate which is 2% above the Bank rate prevailing at the beginning of the Financial Year in which the Claim is assessed.</p>
<b>c)</b>	<b>Nomination as per Section 39 of the Insurance Act 1938, as amended by The Insurance laws (Amendment) Ordinance, 2014:</b>
	<p>Nomination should be in accordance with provisions of sec 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 is enclosed in annexure – (1) for reference].</i></p>
<b>d)</b>	<b>Assignment as per Section 38 of the Insurance Act, 1938 as amended by The Insurance laws (Amendment) Ordinance, 2014:</b>
	<p>Assignment, if applicable, should be in accordance with provisions of sec 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 is enclosed in annexure – (2) for reference].</i></p>
<b>e)</b>	<b>Validity/ Non Disclosure:</b>
	<p>(i) If You or anyone acting on Your behalf makes, fraudulent, misleading or dishonest representation in any respect, then this Policy shall be cancelled and Surrender Value if any, shall be payable (subject to Section 45 of the Insurance Act).</p> <p>(ii) <u>Mis-statement 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</p>

	<p>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 surrender value if any, shall be payable (subject to Section 45 of the Insurance Act).</p> <p>(iii) <u>Section 41 of the Insurance Act, 1938, as amended by The Insurance laws (Amendment) Ordinance, 2014:</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.</p> <p>Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.”</p> <p>(iv) <u>Section 45 of the Insurance Act, 1938, as amended by The Insurance laws (Amendment) Ordinance, 2014:</u>  Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time.</p> <p><b><i>[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in annexure – (3) for reference].</i></b></p>
<b>f)</b>	<b>Termination:</b>
	<p>This policy shall be automatically terminated on the occurrence of the earliest of the following:</p> <ol style="list-style-type: none"> <li>On the payment of Sum Assured under the Single claim option;</li> <li>On the payment of Sum Assured for the third claim under the Multi claim option;</li> <li>On the Life Insured’s death;</li> <li>the date on which the two year revival period ends and the policy is not being revived;</li> <li>the maturity date.</li> </ol>
<b>g)</b>	<b>Currency, Governing Law &amp; Jurisdiction:</b>
	<ol style="list-style-type: none"> <li>The Premiums and benefits payable under the Policy shall be payable in India and in Indian rupees.</li> <li>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.</li> </ol>
<b>h)</b>	<b>Taxation</b>
	<p>The tax benefits under this policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time.</p> <p>We reserve the right to recover from Policyholder all levies including but not limited to Service Tax as applicable from time to time.</p>
<b>i)</b>	<b>Duplicate Policy Document</b>
	<p>If You lose or misplace the Policy Document then you may request Us to issue You a duplicate Policy Document by giving Us written notice and making payment of fee prescribed from time to time.</p> <p>On issue of the duplicate Policy document, the original shall automatically cease to have any legal effect.</p>
<b>j)</b>	<b>Notices</b>
	<ol style="list-style-type: none"> <li>All notices meant for Us shall be given to Us at Our address specified in the Policy Contract or at any of Our branch offices.</li> <li>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.</li> </ol>
<b>k)</b>	<b>Entire Contract</b>

- |  |  |
|--|--|
|  | <ul style="list-style-type: none"><li>(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.</li><li>(ii) Notwithstanding anything contained in this Policy Document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations, circulars or guidelines issued by IRDA of India.</li></ul> |
|--|--|

SAMPLE

## **PART - G**

**Grievance Redressal Mechanism:** Grievance Redressal Mechanism has been set up by Us for the resolution of any dispute or grievances/complaints in respect of the Policy. You are requested to submit Your written complaint at any of the below mentioned touch points:

- Toll free customer care number 1-800-2121-212 between 8 am to 8 pm on Monday to Saturday, except public holidays.
- Email us at [care@edelweisstokio.in](mailto:care@edelweisstokio.in)
- Write to us at Customer Care, Edelweiss Tokio Life Insurance Company Ltd, Edelweiss House, Off CST Road, Kalina, Santacruz (E), Mumbai – 400098

If you are not satisfied with the response provided by any of the above touch points you may write to the Grievance Redressal Officer at [complaints@edelweisstokio.in](mailto:complaints@edelweisstokio.in) or send a communication at Grievance Redressal Officer, Edelweiss Tokio Life Insurance Company Ltd, Edelweiss House, Off CST Road, Kalina, Santacruz (E), Mumbai – 400098.

To further escalate the matter you may write to the Chief Grievance Redressal Officer at [cgro@edelweisstokio.in](mailto:cgro@edelweisstokio.in) or send a communication at Grievance Redressal Officer, Edelweiss Tokio Life Insurance Company Ltd, Edelweiss House, Off CST Road, Kalina, Santacruz (E), Mumbai – 400098.

If You are not satisfactory with the response or do not receive a response from Us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDA of India) on the following contact details:

IRDA of India Grievance Call Centre (IGCC) **TOLL FREE NO: 155255**

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register your complaint 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  
9<sup>th</sup> floor, United India Towers, Basheerbagh  
Hyderabad – 500 029, Andhra Pradesh  
Fax No: 91- 40 – 6678 9768

If the complaint/grievance has still not been resolved, You may any time approach the office of the Insurance Ombudsman established by the Central Government of India as per Rule 12(1) and Rule 13 of the Redressal of Public Grievances Rules, 1998.

### **Powers of Insurance Ombudsman under Rule 12(1) of RPG Rules:-**

The Ombudsman may receive and consider the following complaints:

- (a) Complaints under Rule 13 (as mentioned below);
- (b) Any partial or total repudiation of claims by an insurer;
- (c) Any dispute in regard to premium paid or payable in terms of the policy;
- (d) Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- (e) Delay in settlement of claims;
- (f) Non-issue of any insurance document to customers after receipt of premium.

### **Manner in which complaint is to be made Rule 13 of RPG Rules:-**

- (1) Any person who has a grievance against an insurer, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complaint against is located.
- (2) The complaint shall be in writing duly signed by the complainant or through his legal heirs 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, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- (3) No complaint to the Ombudsman shall lie unless:-
  - (a) the complainants had before making a complaint to the Ombudsman made a written representation to the insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer.
  - (b) the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and



(c) the complaint is not on the same subject matter, for which any proceedings before any court, or Consumer Forum, or arbitrator is pending or were so earlier.

The list of the Ombudsman with their addresses has been given below:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	Office of the Insurance Ombudsman 2 <sup>nd</sup> floor, Ambica House Nr. C.U.Shah College, Ashram Road, <b>AHMEDABAD - 380 014</b> Tel. :079-27546150/139 / Fax: 079-27546142 E-mail: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Office of the Insurance Ombudsman Janak Vihar Complex, 2 <sup>nd</sup> floor 6, Malviya Nagar, Opp. Airtel, <b>BHOPAL (M.P.) – 462 011</b> Tel.: 0755-27692001/02 & Fax:0755-2769203 E-mail: <a href="mailto:bimalokpalbhopal@gmail.com">bimalokpalbhopal@gmail.com</a>	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR - 751 009</b> Tel.:0674-2596461 Fax - 0674-2596429 E-mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
<b>CHANDIGARH</b>	Office of the Insurance Ombudsman S.C.O. No.101 – 103, 2 <sup>nd</sup> floor, Batra Building, Sector 17-D, <b>CHANDIGARH - 160 017</b> Tel.: 0172- 2706468 & Fax: 0172-2708274 E-mail: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
<b>CHENNAI</b>	Office of the Insurance Ombudsman Fatima Akhtar Court , 4 <sup>th</sup> floor, 453 (old 312) Anna Salai, Teynampet, <b>CHENNAI - 600 018</b> Tel. 044-24333678/664/668 Fax: 044-24333664 E-mail: <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a>	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>KOCHI</b>	Office of the Insurance Ombudsman 2 <sup>nd</sup> Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM - 682 015</b> Tel: 0484-2358759 & Fax:0484-2359336 E-mail: <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a>	Kerala , UT of (a) Lakshadweep , (b) Mahe - a part of UT of Pondicherry
<b>GUWAHATI</b>	Office of the Insurance Ombudsman Jeevan Nivesh, 5 <sup>th</sup> floor Nr. Panbazar Overbridge , S.S. Road <b>GUWAHATI - 781 001 (ASSAM)</b> Tel. : 0361-2132204/5 Fax:0361-2732937 E-mail: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Office of the Insurance Ombudsman 6-2-46 , 1 <sup>st</sup> floor, Moin Court Lane, A.C.Guards, Lakdi-Ka-Pool, <b>HYDERABAD - 500 004</b> Tel. 040-23325325/23312122 & Fax: 040-23376599 E-mail: <a href="mailto:insombudhyd@gmail.in">insombudhyd@gmail.in</a>	Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry
<b>KOLKATA</b>	Office of the Insurance Ombudsman	West Bengal , Bihar , Jharkhand and UT of

	4 <sup>th</sup> Floor, Hindustan Building Annexe 4, C R Avenue, <b>KOLKATA - 700 072</b> Tel.:033-22124346/(40) & Fax: 033-2124341 E-mail : <a href="mailto:insombudsmankolkata@gmail.com">insombudsmankolkata@gmail.com</a>	Andaman & Nicobar Islands , Sikkim
<b>LUCKNOW</b>	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 <sup>th</sup> floor, Nawal Kishore Rd. Hazratganj, <b>LUCKNOW - 226 001</b> Tel.:0522-2231331 Fax: 0522-2231310 E-mail: <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 <sup>rd</sup> floor, S.V.Road, Santacruz(W), <b>MUMBAI - 400 054</b> Tel: 022-26106928 Fax: 022-26106052 E-mail: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	Maharashtra , Goa
<b>NEW DELHI</b>	Office of the Insurance Ombudsman 2/2A, Universal Insurance Bldg., Asaf Ali Road <b>NEW DELHI - 110 002</b> Tel. 011-23239611/7539/7532 Fax: 011-23230858 E-mail: <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a>	Delhi & Rajasthan

**Section 39 - Nomination by policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dated 26.12.2014. 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 themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, 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 not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 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 by Insurance Laws (Amendment) Ordinance dated 26.12.2014. The extant provisions in this regard are as follows:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policySuch 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 not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 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 Act, 1938, as amended by Insurance Laws (Amendment) Ordinance dated 26.12.2014 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 not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 for complete and accurate details.]***