

## Max Life Whole Life Super A Non-Linked Participating Individual Life Insurance Savings Plan UIN: 104N080V04

## **PROSPECTUS**

### LIFE INSURANCE COVERAGE IS AVAILABLE IN THIS PRODUCT

### **About Max Life Insurance**

Max Life Insurance Company Limited ("Max Life") is a Joint Venture between Max Financial Services Limited and Axis Bank Limited. Max Financial Services Ltd. is a part of the Max Group, an Indian multi-business corporation.

Max Life offers comprehensive protection and long-term savings life insurance solutions, through its multichannel distribution including agency and third-party distribution partners. Max Life has built its operations over almost two decades through need-based sales process, a customer-centric approach to engagement and service delivery and trained human capital.

As per public disclosures, during the financial year 2019-20, Max Life achieved gross written premium of ₹ 16,184 crore. As on 31st March 2020, the Company had ₹ 68,471 crore of assets under management (AUM) and a Sum Assured in Force of ₹ 913,660 crore.

For more information, please visit the Company's website at www.maxlifeinsurance.com

## Max Life Whole Life Super

In your journey through life, you plan and save for your child's education, marriage, your retirement, etc. but what about creating a legacy for your loved ones after you.

To cater to this unique need, we have introduced Max Life Whole Life Super, a life insurance plan in which you pay premiums for only a limited number of years and enjoy protection up to the age 100 years. With the power of bonuses, life cover continues to increase as your age increases. In case of your death, your family will get a comprehensive death benefit that will take care of all the financial needs and provide a legacy for your family.

Additionally, this plan also provides the flexibility to withdraw money from your policy to support major or minor events without having to surrender your policy.

# **Key Features & Benefits of Max Life Whole Life Super**

# 1. Get guaranteed lifetime protection

The plan offers you guaranteed protection which continues to grow through bonuses till age 100. On attainment of age 100, this plan gives you 100% of Guaranteed Sum Assured on Maturity along with Accrued Paid Up Additions (if any) and Terminal Bonus (if any).

## 2. Flexible premium payment terms

The plan offers you flexibility to choose your premium payment terms that suits your requirement. You can choose either 10, 15 or 20 years as your premium payment term, depending on your financial goals.

### 3. Flexible Bonus Option

The plan offers the flexibility to choose among the following bonus options basis your need:

- a) Paid in Cash Bonus declared is paid to you in cash
- b) Premium Offset Bonus declared is used to offset future premiums payable by you





c) Paid-Up Additions - Bonus declared is used to purchase additional sum assured that helps you boost the maturity value through power of compounding. For more details, please refer 'bonus features' in this document.

# 4. Access your money through Paid-Up Additions Withdrawal

In case you have chosen Paid-Up Additions as bonus option, you have the flexibility to withdraw the cash value of the same in case of any need.

# 5. Customize Your Policy

The plan offers additional rider(s) that can be taken with the policy to provide for additional protection as per your need.

# Max Life Whole Life Super at a Glance

		SPECIFICATION	IS		
Type of Plan					
Policy Term	Policy T insured	Policy Term under this product is defined as 100 years minus the age at entry of the linus insured (age last birthday). This means that all policies will mature at policies anniversary coinciding with or following the life insured attaining the age of 100 years			
Premium Payment Term		10 Years, 15 Years or 20 Years			
	Minimu: Maximu				
Available entry ages		Premium Payment Term (in years)	Maximum entry age (age last birthday)		
(Age Last Birthday)		10 years	60 years		
		15 years	55 years		
		20 years	50 years		
Maturity Age (Age Last Birthday)	Policy anniversary following or coinciding with the life insured attaining age 100 years. The only available maturity age is 100 years				
	The product allows annual, semi-annual, quarterly and monthly premium paying modes. The modal factors are as follows:				
		Modal Factors			
		Premium Mode	Factor		
Premium Modes and		Annual	1.000		
Modal Factors		Semi-annual	0.520		
		Quarterly	0.265		
		Monthly	0.090		
	The Premium payment mode can be changed during the policy term. Please note that modal factors are applicable for modes other than annual mode to cover for loss of interest arising out of policyholder not paying the entire premium upfront.				
Minimum Premium	The min excluding	The minimum Annualised premium for the product (10/15/20 Pay) is ₹ 8,500 p.a. excluding Underwriting Extra Premium, loading for modal premiums, all taxes, levies and cesses as imposed by the Government from time to time.			
Maximum Premium	No limit, subject to limits determined in accordance with the Board approved underwriting policy of the Company.				



		S	PECIFICA	TIONS		
Minimum: ₹ 50,000, subject to minimum premium of ₹ 8,500						
Guaranteed Sum Assured on Maturity	Maximum: No limit, subject to limits determined in accordance with the Board approved underwriting policy of the Company.					
Limits	The minimum Annualised premium excludes Underwriting Extra Premium, loading modal premium, taxes, cesses and levies as imposed by the Government from time time.					
<b>Guaranteed Sum</b>	There are five sum assured bands assumed for this product as mentioned in the table below:					
<b>Assured on Maturity</b> <b>Bands</b> (Higher Sum		Sum Assur	ed Band		Sum Assured ra	nge (₹)
Assured offer lower		1		50,000 to 249,999		,999
premium rates)		2		250,000 to 499,999		),999
		3		500,000 to 999,999		
		4		1,000,000 to 4,999,999		99,999
		5		5,000,000 & above		
Premium Rates at						
sample ages		Age of the	10 ye	ars	15 years	20 years
(Unisex Premium Rates		Life	Premi	ium	Premium	Premium
in ₹ for Standard Lives		insured	Payment	Term	Payment Term	Payment Term
for a Guaranteed Sum		35	15,7	05	11,742	9,441
Assured on Maturity of		45 19,6		35	14,844	12,132
₹3,00,000 (Excluding		55 24,6		78	18,969	-
all taxes, levies, cesses						
as imposed by the						
Government from time						
to time & Extra						
Premium))	1					



BONUS FEATURES					
What is the Feature?	When is the Feature	Brief description of the Feature			
Annual Bonus (Cash Bonus)	Bonuses (if any) will be declared every year from the end of 2 <sup>nd</sup> policy year (24 <sup>th</sup> policy month) on the Guaranteed Sum Assured on Maturity and from the end of 3 <sup>rd</sup> policy year (36 <sup>th</sup> policy month) on accrued Paid-Up Addition (if any) thereafter every year end	The policyholder has three bonus options available under the product and an election is made at proposal stage, which can be changed during the policy term. However, such a change shall become effective on the policy anniversary date which follows the receipt of such request.  The Policyholder can take cash bonuses through any of the three options:  1. Paid in Cash - Bonus declared by the Company is paid out to the Policyholder as and when declared.  2. Premium Offset - Bonus declared by the Company will be used to offset future premiums payable by the Policyholder. In case the cash bonus is not sufficient to pay the full premium, then Policyholder will have to pay the balance premium to keep the policy in force. In case the cash bonus exceeds the premium due, the Company shall refund the balance to the policyholder.  3. Purchase Paid-Up Additions (PUA) - Bonus declared by the Company will be used to purchase Paid-Up Additions. These PUA increase the living and death benefits under the policy and will be payable in full on the earlier of Death or Maturity. Also, these PUA will earn further bonuses to increase the value of the policy. In case of surrender, cash value of the PUA will be paid to the Policyholder.  The bonus option will automatically change to PUA, if not already the case, under following scenarios:  In the event of death of Policyholder; only if the Policyholder is different from the Life Insured			
Paid-Up Additions	Provided there are accrued	In case of Assignment of the Policy to any institution (and not any individual)  The Policyholder can surrender and take the cash value of the accrued PUA (if any) (in partial or in full). The remaining PUA (if any) will continue to			
(PUA) withdrawal Option	Paid-Up Additions under the policy	participate in bonuses.  Minimum Withdrawal amount - ₹ 5,000  Maximum Withdrawal amount - Subject to maximum PUA cash value available			
Terminal Bonus	Provided the policy has been in force for at least ten complete policy years.	Terminal Bonus is an additional bonus paid only ONCE, on earlier of Death, Surrender or Maturity. In case of surrender, the cash value of Terminal Bonus shall be paid.			



		PLAN BENEFITS
Events	How and when Benefits are payable?	Size of such benefits / policy monies
Maturity Benefit	Payable on survival of the Life Insured on the maturity date, provided, the policy is in force.	On maturity, that is, policy anniversary coinciding with or immediately following Life Insured's 100 <sup>th</sup> birthday, the following benefit will be paid:  i) Guaranteed Sum Assured on Maturity, plus  ii) Accrued Paid-Up Additions (if any), plus  iii) Terminal Bonus (if any)
Death Benefit	Payable on death of the Life insured during the policy term, provided, the policy is in force.	On death during the term of the policy, the following benefits will be paid:  i) Guaranteed Death Benefit, plus  ii) Accrued Paid-Up Additions (if any), plus  iii) Terminal Bonus (if any) Guaranteed Death Benefit is defined as higher of:  • 11 times the (Annualised premium* plus Underwriting Extra Premium***, if any)  • 105% of all the (Total Premiums Paid** plus Underwriting Extra Premium*** plus Loading for modal premiums paid as on the date of death of the life insured),  • Guaranteed Sum Assured on Maturity chosen by the Policyholder at policy inception  The policy will terminate in case of the death of the life insured.  * "Annualised Premium" means Premium amount payable during a Policy Year chosen by Policyholder, excluding Underwriting Extra Premium, loading for modal premium, Rider Premiums and applicable taxes, cesses or levies if any; and remains same irrespective of the premium payment mode.  * "Total Premiums Paid" means the total of all Premiums received, excluding Underwriting Extra Premium, loading for modal premium, Rider Premiums, and applicable taxes, cesses or levies, if any.  *** "Underwriting Extra Premium" means an additional amount charged by Us, as per Underwriting Policy, which is determined on the basis of disclosures made by Policyholder in the Proposal Form or any other information received by Us including medical examination report of the Life Insured  For example - Assume the Annualised Premium of a policy is ₹ 15,000. The monthly premium for such a policy would be ₹ 1,350 (i.e., ₹ 15,000 multiplied by modal factor of 0.09). The death benefit in both the cases i.e., for the policy taken in annual premium payment mode and that taken in monthly premium payment mode will be same and would be determined as higher of  • 11 times ₹ 15,000 (Annualised Premium),  • 105% of premium paid as on the date of death,  • Guaranteed Sum Assured on Maturity
Terminal Illness Benefit	Life insured suffering from Terminal Illness - can be availed only once during the policy term	While this Policy is in force (including RPU mode), should the Life Insured be diagnosed to be suffering from a disease which, in the opinion of a Registered Medical Practitioner and the concurrence of Company's appointed doctor, is likely to lead to the death of the Life Insured within six months from the date of such certification from the registered medical practitioner ("Terminal Illness"), the Company shall, at the Policyholder's request, pay the Benefits to the Life Insured under this policy as follows: Up to 50% of the Guaranteed Sum Assured on Maturity (Face Amount) at the date of intimation (or RPU Guaranteed Sum Assured on Maturity if



		DI AN RENEFI'	rs	
		all policies which with the Company upon the payment policies then in for which provide for reduced and will be policies.  The Terminal Illnes the time of term Terminal Illness be During the period be paid by the Pol will be paid on the applicable.  1. Max Life Terminal Illness be paid by the Pol will be paid on the applicable.	to maximum cumulative amount of ₹ 10 lakhs under provide for the Terminal Illness Benefit, then in force to on the approval of Terminal Illness claim filed; and of Terminal Illness Benefit(s), the benefits under allower with the Company with respect to the Life Insured, this Terminal Illness Benefit, will be proportionately appayable in accordance with the terms of the respective cass Benefit paid will be offset from the policy proceeds mination of the policy (Death, Surrender or Maturity). Enefit can be availed only once during the policy term. Of survival of the Life Insured all premiums due shall included to keep this policy in force and the bonuses the original Guaranteed Sum Assured on Maturity as the Plus Rider (UIN - 104B026V03) accidental Death & Dismemberment Rider (UIN -	
Riders	On happening of the insured event if the rider is chosen	104B027V03) 3. Max Life Wai Please refer		
Surrender	Payable immediately on surrender	The policyholder can surrender the policy any time after it has acquired a surrender value.  The policy acquires a Surrender Value immediately on payment of first two years' premium.  The surrender value will be equal to the higher of Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV).  Guaranteed Surrender Value  Guaranteed Surrender Value (GSV) =  GSV Factor X (Total premiums paid** plus Loading for modal premiums paid for Base policy) plus  guaranteed cash value of accrued Paid Up Additions (if any).  ***Total Premiums Paid** means the total of all Premiums received, excluding Underwriting Extra Premium, loading for modal premium, Rider Premiums, and applicable taxes, cesses or levies, if any.		
		Year of Surrender	GSV Factor as % of Premiums Paid	
		1	Nil	
		2	30%	
		3	35%	
		4-7	50%	
		8 year +	Minimum of [ { 50% + ( (40% X (N-7)) / (Policy Term - 8) ) } or 90% ]  Wherein N is the Policy Year of Surrender	
		A customer aged 5 years. Basis the ye change as follows:  • Guaranteed St	lating Guaranteed Surrender Value: 0 years bought this Policy. The Policy Term will be 50 ear of surrender, the Guaranteed Surrender Value will	
	1	( ( . 3 / 0	Page 6 of 14	



		PLAN BENEFITS
		53% X Total Premiums received
		plus guaranteed cash value of accrued Paid Up Additions (if any)
		• Guaranteed Surrender Value in Policy Year 25 = Minimum of [ { 50% + ( (40% X (25 - 7)) / (50 - 8) ) } or 90% ] = 67% X Total Premiums received plus guaranteed cash value of accrued Paid Up Additions (if any)
		• Guaranteed Surrender Value in Policy Year 50 = Minimum [ { 50% + ( (40% X (50 - 7)) / (50 - 8) ) } or 90% ] = 90% X Total Premiums received plus guaranteed cash value of accrued Paid Up Additions (if any) Special Surrender Value Special Surrender Value (SSV) will be determined by the Company from time to time and is equal to or higher than the GSV. The SSV is not guaranteed and may be revised basis the actual experience of the Company, subject to approval from the IRDAI, (but will never be below GSV) basis changing investment returns and/or market values of underlying assets and/or demographic experience.
		SSV is defined as the sum of:  • Reduced Paid Up Sum Assured / 1000 X 'SSV Factor' Where; Reduced Paid Up Sum Assured = Guaranteed Sum Assured on Maturity X (Total premium paid plus Loading for modal premiums (if any) / (Total premiums payable plus Loading for modal premiums (if any)
		Cash value of Paid-Up Additions (PUA) (if any)
		• Cash value of Terminal Bonus (if any), which shall be payable in case of surrenders from the end of 10 <sup>th</sup> policy year onwards.
Non-Forfeiture Benefit: Reduced Paid Up (RPU)	Discontinuance of premium after the Policy acquires a Surrender Value	Once the policy acquires a surrender value (after payment of 2 full years' premiums), by default the policy will become RPU in case of non-payment of any further premium.  Following benefits will be reduced using the proportionate premiums method.  • Death Benefit, will be as follows in case of a policy in RPU mode: On death during the term of the policy in RPU mode, the following benefits will be paid: • RPU Death Benefit, plus • Accrued Paid Up Additions (if any) RPU Death Benefit is defined as: (Total Premiums Paid for the Base Policy plus Loading for modal premiums (if any)) / (Total Premiums payable plus Loading for modal premiums (if any)) X Guaranteed Death Benefit • Maturity Benefit, which will be as follows in case of a policy in RPU mode: i) Reduced Paid Up (RPU) Sum Assured, plus ii) Accrued Paid Up Additions (if any) Reduced Paid Up (RPU) Sum Assured is defined as: (Total Premiums Paid / Total Premiums payable) X Guaranteed Sum Assured on Maturity • Terminal Illness benefit which shall be computed on Reduced Paid Up Sum Assured.



PLAN BENEFITS				
		Once the policy becomes Reduced Paid Up:		
		All rider benefits will cease.		
		Withdrawals of accrued Paid Up Additions will not be allowed		
Loan Facility	Not Available	No Loan is available under this product.		

# <u>Case Study (Ensuring a secured retirement for Mr. Gupta)</u> How does the Max Life Whole Life Super work for Mr. Gupta?

Mr. Gupta is 30 year old salaried employee. He wishes to buy an insurance to protect his life and also wants to save enough to create a legacy for his children.

**Step 1:** Mr. Gupta decides to buy Max Life Whole Life Super with a Guaranteed Sum Assured on Maturity of ₹ 5,00,000.

**Step 2:** Mr. Gupta considers 10/15/20 year Premium Payment Term variants. He decides that the 20-year term is a suitable option as he is comfortable paying annually, for 20 years till age 50 years.

Step 3: The Annualised Premium plus Extra premium if any for his policy is ₹12,405 to be paid per year

Here are some scenarios that can happen

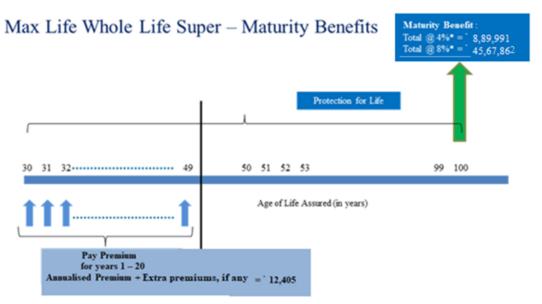
**Scenario 1:** Mr. Gupta pays all due policy premiums and survives till end of the policy term. He will receive the following benefits:

When will the benefit be paid	What will be the benefit?		will be the benefit?	
		Maturity Benefit Breakup	At 4%*	At 8%*
At age 100 (Policy anniversary post attaining the age)	Guaranteed Sum Assured on Maturity plus non-guaranteed accrued Paid-Up Additions (if any) plus non- guaranteed Terminal Benefits (if any)	Guaranteed Sum Assured on Maturity	₹ 5,00,000	
		Non-Guaranteed Accrued Paid-Up Additions	₹ 3,47,610	₹ 38,50,435
		Non-Guaranteed Terminal Bonus	₹ 42,381	₹ 2,17,517
		Total	₹ 8,89,991	₹ 45,67,862

Mr. Gupta will receive 100% of Guaranteed Sum Assured on Maturity as guaranteed benefit along with non-guaranteed Accrued Paid-Up Additions (if any) and Terminal Bonus (if any)







### \*Important Notes:

- 1. Kindly note that the above case studies are only examples and do not in any way create any rights and/or obligations. The actual experience of the policy may be different from what is shown above. The above scenarios are depicted at assumed rate of returns with 4% and 8% and these are not the upper or lower limits of what one can expect from this policy, as it is dependent on number of factors including future investment performance.
- 2. You may be entitled to certain applicable tax benefits on your premiums and Policy benefits. Please note that all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. Tax benefits are subject to change in tax laws. It is advisable to seek an independent tax advice.
- 3. Bonuses are non-guaranteed and are declared at the sole discretion of the Company.

**Scenario 2:** Mr. Gupta pays all his premiums, for 20 years, and dies at age 60, that is after 30 years after taking the policy. In such a case the nominee under the policy receives:

Death Benefit Breakup	At 4%*	At 8%*
Guaranteed Death Benefit#	₹ 5,00,000	
Non-Guaranteed Accrued Paid Up Additions	₹ 1,28,776	₹ 7,93,207
Non-Guaranteed Terminal Bonus	₹ 31,199	₹ 62,662
Total	₹ 6,55,179	₹ 13,15,911

<sup>\*</sup>Guaranteed Death Benefit as illustrated below:

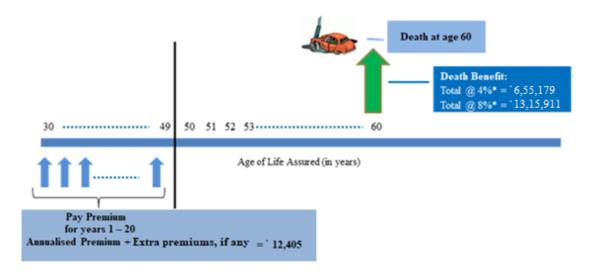
Year 10 = Max [ (11 X Annualised Premium plus Underwriting Extra Premium, if any), (105% X Total Premium Paid plus Underwriting Extra Premium plus Loading for modal premiums paid as on the date of death), Guaranteed Sum Assured on Maturity)]

= Max [(11 X 12,405), (105% X 12,405 X 10), (5,00,000)] = ₹ 5,00,000





# Max Life Whole Life Super – Death Benefits (At age 60, all premiums have been paid)



## \*Important Notes:

- 1. Kindly note that the above case studies are only examples and do not in any way create any rights and/or obligations. The actual experience of the policy may be different from what is shown above. The above scenarios are depicted at assumed rate of returns with 4% and 8% and these are not the upper or lower limits of what one can expect from this policy, as it is dependent on number of factors including future investment performance.
- 2. You may be entitled to certain applicable tax benefits on your premiums and Policy benefits. Please note that all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. Tax benefits are subject to change in tax laws. It is advisable to seek and independent tax advice.
- 3. Bonuses are non-guaranteed and are declared at the sole discretion of the Company.

Few important terms and conditions: (For other terms and conditions, please refer to the Policy Contract)

<u>Tax Benefits:</u> You may be entitled to certain applicable tax benefits on your premiums and Policy benefits. Please note that all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. Tax benefits are subject to change in tax laws. It is advisable to seek an independent tax advice.

**Free Look Period:** You have a period of fifteen (15) days (30 days if the policy is sourced through Distance Marketing modes) from the date of receipt of the policy document, to review the terms and conditions of the policy, where if you disagree to any of those terms and conditions, you have the option to return the policy stating the reasons for your objection. You shall be entitled to a refund of the premiums paid, subject only to deduction of a proportionate risk premium for the period of cover and the expenses incurred by the Company on medical examination of the life insured and stamp duty charges.

<u>Grace Period</u>: A grace period of thirty (30) days from the premium due date (15 days in case of Monthly mode) for payment of each premium will be allowed. During the grace period the Company will accept the premium without interest. The insurance coverage continues during the grace period but if the Life Insured dies during the grace period, the Company shall be entitled to deduct the unpaid Premium from the benefits payable under the Policy.

<u>Lapse</u>: If the Premium is not received within the Grace Period and the policy has not acquired a surrender value, the Policy shall lapse and all the benefits secured under the policy shall also terminate.





**Revival of Lapsed Policy:** Once the policy has lapsed, it can only be revived within a revival period of five years from the due date of first unpaid premium provided:

- Policyholder paying all overdue premiums, together with interest and / or late fee determined by the Company from time-to-time,
- The Life Insured producing an evidence of insurability at his / her own cost which is acceptable to the Company; and
- The revival of the Policy shall take effect only after revival of the policy is approved by Max Life Insurance and communicated to the policyholder in writing. Once the policy has been revived, all the accrued bonuses and benefits will get reinstated to original levels, which would have been the case had the policy remained premium paying all throughout.

If a lapsed Policy is not revived within five years, the Policy shall be terminated and no value is payable to the Policyholder.

**Revival of Reduced Paid-Up (RPU) Policy:** After a policy has acquired surrender value, the policy shall not lapse. In case of premium discontinuance, the policy will by default become Reduced Paid-Up. A Reduced Paid-Up policy can be revived within a revival period of five years from the due date of first unpaid premium subject to following conditions:

- Policyholder paying all overdue premiums, together with interest and / or late fee determined by the Company from time-to-time,
- The Life Insured producing an evidence of insurability at his/her own cost which is acceptable to the Company;
- The revival of the Policy shall take effect only after revival of the policy is approved by Max Life Insurance and communicated to the policyholder in writing. Once the policy has been revived, all accrued bonus(es) and original benefits including death, survival and maturity benefits which were originally payable will be restored on such revival. However, no interest shall be payable by the Company on such restoration.

If a Reduced Paid-Up policy is not revived within five years of it becoming Reduced Paid-Up, then the policy cannot be revived and will continue as Reduced Paid-Up for the rest of its policy term.

<u>Suicide Exclusion</u>: Notwithstanding anything stated herein, if the Life Insured, whether sane or insane, dies by suicide within 12 months of the effective date of risk commencement or the date of revival of policy, the policy shall terminate immediately. In such cases, the Company shall pay either:

- Higher of Surrender Value or total premiums paid plus Underwriting Extra Premium paid plus Loading for modal premiums paid, in case the policy has acquired a surrender value; or
- Total premiums paid plus Underwriting Extra Premium paid plus Loading for modal premiums paid in case the policy has not acquired a surrender value.

## Full Disclosure & Incontestability:

We draw your attention to Section 45 and statutory warning under Section 41 of the Insurance Act 1938 as amended from time-to-time - which reads as follows:

### Section 45 of the insurance Act. 1938 as amended from time-to-time states that:

- (1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy whichever is later.
- (2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud:

**Provided** that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees of the insured the grounds and materials on which such decisions are based.

Explanation I - For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the 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 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 specially declares to be fraudulent.

Explanation II - Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in sub-section (2) no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that such misstatement of or suppression of a material fact are within the knowledge of the insurer:

**Provided** that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the member is not alive.

Explanation - A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of the life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

**Provided** that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees of the insured the grounds and material on which such decision to repudiate the policy of life insurance is based:

**Provided** further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees of the insured within a period of ninety days from the date of such repudiation

Explanation - For the purposes of this sub-section, the mis-statement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) Nothing in this section shall prevent the insurer from calling 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 that the age of the life insured was incorrectly stated in the proposal.

### Prohibition of Rebates: Section 41 of the Insurance Act, 1938 as amended from time-to-time states:

(1) 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 of the insurer:

**Provided** that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a *bona fide* insurance agent employed by the insurer.

(2) 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.





### Nomination

Nomination shall be applicable in accordance with provisions of Section 39 of the Insurance Act 1938 respectively, as amended from time-to-time.

## Assignment

Assignment shall be applicable in accordance with provisions of Section 38 of the Insurance Act 1938 respectively, as amended from time-to-time.

**Expert Advice at your doorstep:** Our distributors have been professionally trained to understand and evaluate your unique financial requirements and recommend a policy which best meets your needs. With experienced and trained distributors, we are fully resourced to help you achieve your life's financial objectives. Please call us today. We would be delighted to meet you.

## **Important Notes:**

- This is only a prospectus. It does not purport to be a contract of insurance and does not in any way create any rights and / or obligations. All the benefits are payable subject to the terms and conditions of the Policy.
- Underwriting Extra Premium may be charged for unhealthy lives.
- Benefits are available provided all premiums are paid, as and when they are due.
- Any applicable taxes as imposed by the Government from time-to-time would be levied as per applicable
  laws.
- Insurance is the subject matter of solicitation.
- Life Insurance Coverage is available in this Product.
- All Policy benefits are subject to policy being in force.

Should you need any further information from us, please do not hesitate to contact on the below mentioned address and numbers. We look forward to have you as a part of the Max Life family.

For other terms and conditions, request your Agent Advisor or our distributor for giving a detailed presentation of the product before concluding the sale.

### CONTACT DETAILS OF THE COMPANY

Company Website: <a href="http://www.maxlifeinsurance.com">http://www.maxlifeinsurance.com</a>

## **Corporate Office:**

Max Life Insurance Company Limited 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab - 144 533

Tel: 01881-462000

## **Communication Address:**

Max Life Insurance Company Limited Plot No. 90A, Sector 18, Gurugram – 122015, Haryana, India. Tel No.: (0124) 4219090

Customer Service Toll Free Number: 1860-120-5577

Customer Service Timings: 9:00 AM - 9:00 PM Monday to Saturday (except National holidays) or SMS 'Life' to 5616188





### **Disclaimers:**

Max Life Insurance Company Limited is a Joint Venture between Max Financial Services Limited and Axis Bank Limited. Corporate Office: 11<sup>th</sup> Floor, DLF Square Building, Jacaranda Marg, DLF City Phase II, Gurugram (Haryana) – 122002. For more details on risk factors, terms and conditions, please read the prospectus / brochure carefully before concluding a sale. You may be entitled to certain applicable tax benefits on your premiums and policy benefits. Please note all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. Tax benefits are subject to changes in tax laws. Insurance is the Subject matter of solicitation. Trade logos displayed belongs to Max Financial Services Ltd. and Axis Bank Ltd. respectively and with their consents, are used by Max Life Insurance Co. Ltd. For more details call our customer helpline number - 1860 120 5577 or SMS 'LIFE' to 5616188.

ARN: Max Life/AURAA/Prospectus/WLS/May 2021

IRDAI - Registration No. 104

## BEWARE OF SPURIOUS / FRAUD PHONE CALLS!

- IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums.
- Public receiving such phone calls are requested to lodge a police complaint

