

## PART A

### Welcome to Max Life Insurance

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**Date** 31-Jan-2015  
**To** <Name of the Policyholder>  
<Address 1>  
<Address 2>  
<City> - <Pin Code> <State>  
**G. O. Name:** <G O Name>  
**Policy no.:** <Policy number>  
**Telephone:** <Telephone number>  
**Email id:** <Email address>

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**Welcome** Dear <Name of the Policyholder>,  
  
Thank you for opting for **Max Life Future Genius Education Plan.**

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**What to do in case of errors** On examination of the policy, if you notice any mistake or error, proceed as follows:  
1. Contact our customer helpdesk or your agent immediately at the details mentioned below.  
2. Return the policy to us for rectifying the same.

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**Cancelling the Policy** In case you are not completely satisfied with the policy, you have the option to cancel it by returning the original copy with a written request, stating the objections/reasons for such disagreement, to us within the free look period of fifteen (15) days, or thirty (30) days (for policies sourced through distance marketing modes) of receiving the document.  
  
***Result:** Upon return, the policy will terminate forthwith and all rights, benefits and interests under the policy will cease immediately. We will only refund the premiums received by us after deducting the proportionate risk premium for the period of cover, charges of stamp duty paid and the expenses incurred on medical examination of the Life Insured, if any.*

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**Long term protection** We are committed to giving you honest advice and offering you long-term savings, protection and retirement solutions backed by the highest standards of customer service. We will be delighted to offer you any assistance or clarification you may require about your policy or claim-related services at the address mentioned below. We look forward to being your partner for life.

Yours Sincerely,  
**Max Life Insurance Co. Ltd.**

**Rajesh Sud**  
**Executive Vice Chairman & Managing Director**

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**Agent Name:**  
**Ph. no.:**  
**Address:**

**POLICY PREAMBLE**

**MAX LIFE INSURANCE COMPANY LIMITED**

Regd. Office: Max House, 1, Dr. Jha Marg, Okhla, New Delhi –110020

**Max Life Future Genius Education Plan**

A Non-Linked Participating Life Insurance Plan

UIN – 104N094V01

Max Life Insurance Company Limited has entered into this contract of insurance on the basis of the information given in the Proposal Form together with the Premium deposit, statements, reports or other documents and declarations received from or on behalf of the proposer for effecting a life insurance contract on the life of the person named in the Schedule.

We agree to pay the benefits under the Policy on the happening of the insured event, while the Policy is in force subject to the terms and conditions stated herein.

**Max Life Insurance Company Limited**

**POLICY SCHEDULE****Policy: Max Life Future Genius Education Plan****Type of Policy: A Non-Linked Participating Life Insurance Plan**

UIN 104N094V01

**Office**

<b>Policy No./ Proposal No.:</b>		<b>Client ID:</b>	
<b>Date of Proposal:</b>			
<b>Policyholder/Proposer:</b>		<b>Age Admitted: Yes/No</b>	
<b>PAN:</b>		<b>Gender:</b>	
<b>Identification Source &amp; I.D No.:</b>		<b>Tel No./Mobile No.:</b>	
<b>Relationship with Life Insured:</b>		<b>Email:</b>	
<b>Date of Birth:</b>			
<b>Address:</b>			
<b>Life Insured:</b>		<b>Age Admitted: Yes/No</b>	
<b>Identification Source &amp; ID No.:</b>		<b>Gender:</b>	
<b>Date of Birth:</b>			
<b>Age:</b>			
<b>Nominee(s):</b>		<b>Appointee (if Nominee is minor):</b>	
<b>Relationship of Nominee(s) with Policyholder:</b>			
<b>Date of Birth:</b>			
<b>Date of Commencement of Policy:</b>		<b>Premium Payment mode:</b>	
<b>Premium Payment Method:</b>		<b>Bill Draw Date:</b>	
		<b>Bank Name:</b>	
		<b>Bank Account Number:</b>	
<b>Agent's name/Broker's name:</b>		<b>Agent's code/Broker's code:</b>	
<b>Email:</b>		<b>Agent's/Broker's License No.:</b>	
<b>Address:</b>		<b>Mobile/Landline Telephone Number:</b>	

List of coverage	Maturity Date	Insured Event / Sum Assured on Death (as on Date of Commencement of Policy)	Sum Assured (INR)	Guaranteed Sum Assured on Maturity (INR)	Bonus Option applicable	Policy Term	Premium Payment Term	Annual Premium A (INR)	Extra Premium B (INR)	Annualised Premium C (A+B) (INR)	Service Tax and any other taxes, cesses & levies D (INR)	Modal Factors E	Premium along with taxes and other cess payable as per premium payment mode selected F [(C+D)* E] (INR)	Due Date when Premium is payable/ Date when the Last Premium is payable
Base policy :	Dd/mm /yy	As per Clause 2 of Part C												

## **PART B**

### **DEFINITIONS**

The words and phrases listed below will have the meaning attributed to them wherever they appear in the Policy unless the context otherwise requires.

1. “**Actuarial Valuation Surplus**” means the surplus arising in the Participating life policyholders’ fund, established by Us for Participating life insurance policies and calculated by the appointed actuary in accordance with the standards or guidance issued by the Institute of Actuaries of India and in accordance with the Insurance Regulatory and Development Authority (Distribution of Surplus) Regulations, 2002 as amended from time to time;
2. “**Age**” means Life Insured’s age on last birthday as on the Date of Commencement of Policy or on the previous Policy Anniversary, as the case may be;
3. “**Annual Premium**” means an amount specified in the Schedule, which is payable under annual Premium payment mode, excluding Extra Premium, if any and excluding service tax or any other taxes, cesses or levies, if any;
4. “**Annualised Premium**” means the sum total of Annual Premium and Extra Premium, if any, as specified in the Schedule;
5. “**Cash Bonus**” means a bonus which may be declared by Us on the Sum Assured and the accrued Paid Up Additions (if any), based on Our Actuarial Valuation Surplus;
6. “**Claimant**” means You (in case of maturity), Nominee(s) (if valid nomination is effected), assignee(s) or their heirs, legal representatives or holders of a succession certificates in case Nominee(s) or assignee(s) is/are not alive at the time of claim;
7. “**Date of Commencement/ Inception of Policy**” means the date as specified in the Schedule, on which the insurance coverage under the Policy commences;
8. “**Extra Premium**” means an additional amount mentioned in the Schedule and charged by Us, as per Underwriting Policy, which is determined on the basis of disclosures made by You in the Proposal Form or any other information received by Us including medical examination report of the Life Insured;
9. “**Force Majeure Event**” means an event by which performance of any of Our obligations are prevented or hindered as a consequence of any act of God, State, strike, lock-out, legislation or restriction by any government or other authority or any circumstance beyond Our control;
10. “**Free Look**” means a period of 15 days (30 days if the Policy is sourced through distance marketing modes) from the date of receipt of the Policy, 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 objection. Upon return, the Policy will terminate forthwith and all rights, benefits and interests under the Policy will cease immediately. You shall be entitled to a refund of the Premium received by Us after deducting the proportionate risk premium for the period of cover, charges of stamp duty paid and the expenses incurred by Us on medical examination, if any.
11. “**Grace Period**” means a period of 15 (Fifteen) days from the due date of the unpaid Premium for monthly Premium payment mode and 30 (Thirty) days from the due date of unpaid Premium for all other Premium payment modes;
12. “**Guaranteed Sum Assured on Maturity**” means the guaranteed sum assured payable on maturity of the Policy, which is equal to zero or nil.
13. “**Guaranteed Surrender Value**” means the minimum surrender value computed in accordance with Clause 1 of Part D, which is guaranteed by Us;
14. “**IRDAI**” means the Insurance Regulatory and Development Authority of India;
15. “**Lapsed Policy**” means a Policy which has not acquired the Surrender Value and where the due Premium has not been received till the expiry of the Grace Period;

16. “**Life Insured**” means the person named in the Schedule, who is also the policyholder, on whose life the Policy is effected;
17. “**Maturity Date**” means the date specified in the Schedule, on which the Policy Term expires;
18. “**Modal Factor**” means the applicable factor specified in the Schedule, which is used by Us for determining the Premium. The Modal Factors for this Policy are as follows: i) for annual Premium payment mode – (1); ii) for semi-annual Premium payment mode - (0.520); iii) for quarterly Premium payment mode - (0.265); iv) for monthly Premium payment mode - (0.090);
19. “**Money Back Payment**” means an amount equal to 25% of the Sum Assured which is payable by Us at the end of each of the last 4 Policy Years of the Policy Term as per the schedule stated below:

Payment	Payable on
Money Back 1	Policy Term less 3 years
Money Back 2	Policy Term less 2 years
Money Back 3	Policy Term less 1 year
Money Back 4	At the end of Policy Term

20. “**Nominee**” means a person nominated by You in accordance with Clause 8 of Part F, to receive the benefits under the Policy and whose name is mentioned in the Schedule;
21. “**Paid Up Additions**” means the additional sum assured amounts which may be applied to the Policy in accordance with Clause 4.2.2.3 of Part C;
22. “**Participating**” means participating in the Actuarial Valuation Surplus of the participating life policyholders’ fund;
23. “**Policy**” means the contract of insurance entered into between You and Us as evidenced by this document, the Proposal Form, the Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form along with any written instructions from You subject to Our acceptance of the same and any endorsement issued by Us;
24. “**Policy Anniversary**” means the annual anniversary of the Date of Commencement of Policy;
25. “**Policy Term**” means the term of this Policy as specified in the Schedule;
26. “**Policy Year**” means a period of 12 (Twelve) months commencing from the Date of Commencement of Policy and every Policy Anniversary thereafter;
27. “**Premium**” means an amount specified in the Schedule, payable by You, by the due dates to secure the benefits under the Policy, excluding service tax or any other taxes, cesses or levies, if any;
28. “**Premium Payment Term**” means the term specified in the Schedule, during which the Premiums are payable by You;
29. “**Proposal Form**” means the form filled in and completed by You for the purpose of obtaining insurance coverage under the Policy;
30. “**Reduced Paid Up Death Benefit**” means an amount equal to the Death Benefit multiplied by the resultant of the total Premiums received by Us excluding Extra Premium (if any) and Rider premium (if any) divided by the total Premiums payable by You excluding Extra Premium (if any) and Rider premium (if any);
31. “**Reduced Paid Up Mode**” means the Policy with reduced paid up benefits as specified under Clause 3 of Part C;
32. “**Reduced Paid Up Sum Assured**” means an amount equal to the Sum Assured multiplied by the resultant of the total Premiums received by Us excluding Extra Premium (if any) and Rider Premium (if any) divided by total Premiums payable by You excluding Extra Premium (if any) and Rider Premium (if any);

33. “**Revival**” means restoration of the Policy, which was discontinued due to nonpayment of Premium, by Us with all the benefits stated in the Policy, upon the receipt of all the due Premiums and other charges / late fee as provided in Clause 3 of Part D of the Policy;
34. “**Revival Period**” means a period of 2 (Two) years from the due date of the first unpaid Premium;
35. “**Rider**” means benefits, which are in addition to basic benefits under the Policy;
36. “**Schedule**” means the policy schedule and any endorsements attached to and forming part of the Policy and if any updated Schedule is issued, then, the Schedule latest in time;
37. “**Settlement Option**” means an option exercised by Claimant as per Clause 2.1.2 of Part C.
38. “**Special Surrender Value**” means the special surrender value computed in accordance with Clause 1.6 of Part D;
39. “**Special Surrender Value Factors**” means factors determined by Us which are fixed but may be revised by Us basis change in investment returns, values of underlying assets or demographic experience subject to prior approval of IRDAI;
40. “**Sum Assured**” means an amount as specified in the Schedule, which is payable in accordance with Clause 2 of Part C.
41. “**Surrender Value**” means an amount payable on surrender of this Policy, which will be the higher of the Guaranteed Surrender Value or the Special Surrender Value;
42. “**Terminal Bonus**” means a bonus determined by Us as a percentage applied on the sum of Sum Assured and accrued Paid Up Addition (if any);
43. “**Underwriting Policy**” means an underwriting policy approved by Our board of directors;
44. “**We**”, “**Us**” or “**Our**” means Max Life Insurance Company Limited; and
45. “**You**” or “**Your**” means the policyholder as named in the Schedule who is also the Life Insured in this Policy.

## **PART C**

### **POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT**

#### **1. ELIGIBILITY**

- 1.1. The Policy has been written on a single life basis.
- 1.2. The minimum Age of the Life Insured on the Date of Commencement of Policy should be 21 (Twenty One) years.
- 1.3. The maximum Age of the Life Insured on the Date of Commencement of Policy cannot exceed 45 (Forty Five) years.
- 1.4. The maximum Age of the Life Insured on the Maturity Date cannot exceed 66 (Sixty Six) years:

#### **2. BENEFITS**

##### **2.1. Death Benefit**

2.1.1. If Life Insured dies during the Policy Term provided the Policy is in force and not under lapsed or Reduced Paid Up Mode, We will pay the following benefits:

2.1.1.1. **Death Benefit** which will be highest of the following:

- (i) 11 (Eleven) times the Annualised Premium; or
- (ii) 105% (One Hundred Five percent) of all the Premiums received from You till the date of death of the Life Insured; or
- (iii) Guaranteed Sum Assured on Maturity, which is 'zero' or 'nil'; or
- (iv) Any absolute amount assured to be paid on death, which is equal to Sum Assured.

Death Benefit will be payable in accordance with the Settlement Option set out in Clause 2.1.2 below considering the choice specified by the Claimant when the payment becomes due; and

2.1.1.2. **Policy Continuance Benefit** under which We will waive all the future Premiums, if any, coinciding or following the date of death of the Life Insured. The Policy will continue as is and the Money Back Payments and maturity benefits shall be payable to the Claimant as and when due. The Policy will continue to participate in the bonuses and the benefits will continue to be applicable. All future benefits shall be paid to the Claimant, as if the Life Insured was alive and had paid the Premiums, as and when due. The Claimant will, however, not be entitled to exercise any of the following:

- 2.1.1.2.1. Surrender the Policy;
- 2.1.1.2.2. Withdraw the accrued Paid Up Additions (if any);
- 2.1.1.2.3. Change the bonus option applicable; or
- 2.1.1.2.4. Discount or defer any Money Back Payments.

2.1.2. **Settlement Option:** The Claimant has the following options to receive the Death Benefit:

2.1.2.1 **Lump Sum Benefit:** To take the Death Benefit as lump sum payout; or

2.1.2.2 **Monthly Income for 135 months:** To receive 1% of the Death Benefit as a monthly income for 135 consecutive months commencing from the monthly policy anniversary following the date of the death of the Life Insured. Once the Settlement Option is in force:

- 2.1.2.2.1 The Claimant may give Us a written request to pay the remaining portion of the Death Benefit as a lump sum and We will pay the Claimant an amount equal to the value of the total payments remaining under the Settlement Option after applying a discount of 5.5%



per annum.

2.1.2.2.2 Payments in accordance with the Settlement Option shall continue to be made even after termination of the Policy on the Maturity Date unless the Claimant gives Us a written request to pay the remaining portion of the Death Benefit as a lump sum.

2.1.3. On the Life Insured's death during the Policy Term provided the Policy is in force, the Policy shall continue to participate in the future bonuses declared but the bonus option shall automatically change to Paid Up Additions which will be payable on the Maturity Date only.

## 2.2. Money Back Payments

2.2.1. We will send You a written communication at least 6 months before the due date of the first Money Back Payment specifying the amounts payable and the schedule for the payments of these amounts. This communication will also give You the option to discount and/or defer the Money Back Payment, under the Policy provided that:

2.2.1.1. the Money Back Payments are discounted to the maximum limit of receiving all 4 (Four) Money Back Payments on the date on which the first Money Back Payment would otherwise have been due;

2.2.1.2. the Money Back Payments are deferred to the maximum limit of receiving all the 4 (Four) Money Back Payments on the Maturity Date; and

2.2.1.3. the interest rate for discounting/deferring the Money Back Payments will be declared by Us each year on 1<sup>st</sup> April and shall be based on 2 year Govt. securities yields prevalent as on March 31 of that year. The same interest rate shall be applicable to all the Money Back Payments being discounted/deferred. Once the option to discount/defer the Money Back Payments has been exercised by You, the interest rate declared by Us shall be guaranteed and will not change.

2.2.2. If You wish to discount and/or defer the Money Back Payments, You shall give Us a written notice of the timing at which You wish to receive the payments at least 3 months before the due date of the first Money Back Payment. If We do not receive Your written notice specifying that You wish to discount and/or defer the Money Back Payments at least 3 months before the due date of the first Money Back Payment, it shall be deemed that You do not wish to discount/defer the Money Back Payment and the payments shall be made as and when the amounts fall due.

2.2.3. If You exercise the option to discount and/or defer the Money Back Payments, You shall not be permitted to subsequently change the option exercised.

## 2.3. Maturity Benefit

2.3.1. If the Policy is in force and not under Reduced Paid Up Mode on the Maturity Date (both in case of death or survival of Life Insured) , then, We will pay the sum total of the following, on the Maturity Date in addition to any instalment of the Money Back Payment which is due on the Maturity Date:

2.3.1.1. Accrued Paid-up Additions, if any Or Cash Bonus (if any), whichever is applicable; and

2.3.1.2. Terminal Bonus, if any.

2.3.2. The Accrued Paid-up Additions and Terminal Bonus are payable under the Policy only if they have accrued on the Maturity Date and these amounts are not guaranteed. Any instalment of the Money Back Payment which is due on the Maturity Date is guaranteed.

## 3. REDUCED PAID UP BENEFITS

3.1. If this Policy has acquired a Surrender Value, then, in the event of non-payment of the due Premiums by You to Us, on the expiry of the Grace Period this Policy will not lapse and will continue with reduced paid-up benefits as specified below. A Policy under the Reduced Paid Up Mode will thereafter be free from all liabilities of payment of future Premiums to Us.

3.2. If this Policy is under Reduced Paid Up Mode, then, the benefits payable shall be as follows:

### 3.2.1. **Reduced Death Benefit**

In the event of the death of the Life Insured during Policy Term, then, We will pay the following benefits:

3.2.1.1. **Reduced Paid Up Death Benefit** which is payable as a lump sum or in accordance with the Settlement Option set out in Clause 3.2.2 below considering the choice specified by the Claimant when the payment becomes due; and

3.2.1.2. Reduced Money Back Payment and maturity benefit, as and when due.

3.2.2. **Settlement Option Applicable under the Reduced Paid Up Death Benefit:** The Claimant has the following options to receive the Reduced Paid Up Death Benefit:

3.2.2.1 **Lump Sum Benefit:** To receive the Reduced Paid Up Death Benefit as lump sum payout; or

3.2.2.2 **Monthly Income for 135 months:** To receive 1% of the Reduced Paid Up Death Benefit as a monthly income for 135 consecutive months commencing from the monthly policy anniversary following the date of the death of the Life Insured. Once the Settlement Option is in force:

3.2.2.2.1 The Claimant may give Us a written request to pay the remaining portion of the Reduced Paid Up Death Benefit as a lump sum and We will pay the Claimant an amount equal to the value of the total payments remaining under the Settlement Option after applying a discount of 5.5% per annum; and

3.2.2.2.2 Payments in accordance with the Settlement Option shall continue to be made even after termination of the Policy on the Maturity Date unless the Claimant gives Us a written request to pay the remaining portion of the Reduced Paid Up Death Benefit as a lump sum.

### 3.2.3. **Reduced Money Back Payment**

3.2.3.1. We will pay an amount equal to 25% of the Reduced Paid Up Sum Assured at the end of each of the last 4 Policy Years in the Policy Term ("**Reduced Money Back Payment**").

3.2.3.2. You may discount or defer the Reduced Money Back Payments due in accordance with the conditions set out in Clause 2.2.1 to Clause 2.2.2 above.

### 3.2.3. **Maturity Benefit**

3.2.3.1. On the Maturity Date, We will pay the accrued Paid Up Additions (if any) and Terminal Bonus (if any) in addition to any instalment of the Reduced Money Back Payment which is due on the Maturity Date.

## 4. **BONUSES**

4.1. You shall be eligible to receive the following Bonus(es) under the Policy:

4.1.1. Cash Bonus; and

4.1.2. Terminal Bonus.

### 4.2. **Cash Bonus**

4.2.1. The Cash Bonus (if declared by Us) will become payable from the end of the 2<sup>nd</sup> (Second) Policy Year i.e. after the end of 24<sup>th</sup> (Twenty Fourth) Policy month onwards from the Date of Commencement of Policy and thereafter at the end of every subsequent Policy Year. The Cash Bonus on the accrued Paid Up Additions will be paid starting from the end of the 3<sup>rd</sup> (Third) Policy Year i.e. after the end of the 36<sup>th</sup> (Thirty Sixth) Policy month onwards from the Date of Commencement of Policy and thereafter at the end of every subsequent Policy Year.

4.2.2. The Cash Bonus may be utilized in accordance with the option You have selected from those listed below.

The option which is in force will be specified in the Schedule:

- 4.2.2.1. **Paid in Cash:** The Cash Bonus will be paid to You as and when declared by Us.
- 4.2.2.2. **Premium Offset:** The Cash Bonus declared will be offset against Premium payable. If the Cash Bonus exceeds the Premium payable, the excess will be paid to You and if the Cash Bonus is less than the Premium payable, You shall be liable to pay the balance Premium amount at the applicable due dates. If the option is in force on the completion of the Premium Payment Term, all future Cash Bonuses will be paid in accordance with the Paid In Cash option specified in Clause 4.2.2.1.
- 4.2.2.3. **Purchase Paid Up Additions:** The Cash Bonus declared will be used to purchase Paid Up Additions. These Paid Up Additions will also participate in the future Cash Bonuses declared by Us starting from the next Policy Anniversary. The Paid Up Additions is payable in full on maturity and in case of surrender of Policy, surrender value of the Paid Up Additions will be paid. The following conditions are applicable to Paid Up Additions:
  - 4.2.2.3.1. You may withdraw the surrender value of Paid Up Additions (partially or in full) if the Policy is not in Reduced Paid Up Mode and provided that the amount proposed to be withdrawn is not less than INR 5,000 (Rupees Five Thousand) and not more than the maximum amount of surrender value of Paid Up Additions. The Paid Up Additions remaining after the withdrawal will continue to participate in future Cash Bonus declared by Us.
  - 4.2.2.3.2. The surrender value of the Paid Up Additions will be determined basis the Paid Up Additions purchase rates. These purchase rates are fixed but may be revised basis the actual experience subject to the prior approval of the IRDAI.
- 4.2.3. You may give Us a written request to change the applicable Cash Bonus option selected at the proposal stage provided that this changed will be effective from the Policy Anniversary following the receipt of the request.
- 4.2.4. If this Policy is assigned to any person other than an individual by You, then, the Cash Bonus option shall automatically be changed by Us to purchase Paid Up Addition option irrespective of any other option that may have been chosen by You.

#### 4.3. **Terminal Bonus**

- 4.3.1. Under this Policy, We may at Our discretion pay an additional 1 (One) time Terminal Bonus, provided this Policy is in force for at least 5 (Five) complete Policy Years from the Date of Commencement of Policy. In case of surrender, only surrender value of Terminal Bonus, if any, will be paid.

### 5. **PREMIUMS**

- 5.1. You can pay the Premium annually, semi-annually, quarterly or on monthly basis, as per the Premium payment mode chosen by You.
- 5.2. You have an option to change the Premium payment mode by submitting a written request to Us. Any change in the Premium payment mode will result in a change in the Premium amount basis the applicable Modal Factors. A change in Premium payment mode will be effective only on the Policy Anniversary following the receipt of such request.
- 5.3. You can pay Premium at any of Our offices or through Our website [www.maxlifeinsurance.com](http://www.maxlifeinsurance.com) or by any other means, as informed by Us. Any Premium paid by You will be deemed to have been received by Us only after the same has been realized and credited to Our bank account.
- 5.4. The Premium payment receipt will be issued in Your name, which will be subject to realization of cheque or any other instrument/medium.

### 6. **GRACE PERIOD**

- 6.1. The Premium is due and payable by the due date specified in the Schedule. If the Premium is not paid by the due date, You may pay the same during the Grace Period without any interest.

6.2. During the Grace Period, if the overdue Premium is not paid and the Life Insured dies, then, We will pay the death benefit after deducting the due premium (if any) till the date of death.

**7. LAPSATION OF POLICY**

7.1. If You discontinue the payment of Premium before paying Premiums for first two Policy Years for a Policy with Premium Payment Term of 8 years or first three Policy Years for a Policy with other Premium Payment Terms, the Policy will lapse on the expiry of the Grace Period and no benefits under the Policy will be payable.

**PART D**

**POLICY SERVICING CONDITIONS**

**1. SURRENDER**

1.1. This Policy shall acquire a Surrender Value provided all the due Premiums for the following minimum period have been received and applied by Us on or after the due dates:

1.1.1. The first 2 (Two) Policy Years if the Premium Payment Term is 8 (Eight) years; or

1.1.2. The first 3 (Three) Policy Years for all other Premium Payment Terms.

1.2. You may request in writing to surrender the Policy at any time only if the Policy has acquired the Surrender Value. On receipt of such request, this Policy shall terminate and the Surrender Value (if any) prevailing on the date of request for the surrender of this Policy, shall be payable by Us. If the Policy has not acquired the Surrender Value, then, nothing is payable by Us.

1.3. In the event of death of the Life Insured during the Policy Term, the Policy cannot be surrendered and the Policy shall continue till the end of the Policy Term.

1.4. The Surrender Value payable will be subject to the condition that there are no statutory or other restrictions to the contrary. Upon surrender of this Policy, this Policy will terminate and no benefits under this Policy shall be payable.

**1.5. Guaranteed Surrender Value**

1.5.1. The Guaranteed Surrender Value will be determined in the Policy Year in which the surrender is effected. The Guranteed Surrender Value will be sum total of the following:

1.5.1.1. Higher of:

1.5.1.1.1. Guaranteed Surrender Value factors (as specified in the table below) multiplied by {Total Premiums less Extra Premium (if any) less the actual amount of Money Back Payments already paid, if any; or

1.5.1.1.2. 0 (zero); and

1.5.1.2. Guaranteed suurrender value of the accrued Paid Up Additions, if any.

Policy Year of surrender	Guaranteed Surrender Value Factors	
	Percentage (%) of total Premiums received (subject to the Premiums for the first 2 (Two) years or first 3 (Three) years, as the case may be, having been received and applied by Us, in accordance with the Clause 1.1 of Part D)	
	Premium Payment Term of 8 years	Other Premium Payment Terms
1	0%	0%
2	30%	0%
3	30%	30%
4	50%	50%
5	52%	52%
6	54%	54%
7	56%	56%
8+	Graduating linearly from 56% to 90% during the last 2 Policy Years in the Policy Term Minimum $(56\% + [(40\% * (N-7))/(Policy\ Term - 8)], 90\%)$	Graduating linearly from 56% to 90% during the last 2 Policy Years in the Policy Term Minimum $(56\% + [(40\% * (N-7))/(Policy\ Term - 8)], 90\%)$

	N: Policy Year of surrender	N: Policy Year of surrender
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1.5.2. The guaranteed surrender value of accrued Paid Up Additions, if any, will be calculated by Us by multiplying the accrued Paid Up Additions with the guaranteed surrender value factors for accrued Paid Up Additions. The guaranteed surrender value factors of Paid Up Additions will be calculated at an interest rate of 12% p.a. These surrender value factors are guaranteed for the Policy Term.

**1.6. Special Surrender Value**

1.6.1. This Special Surrender Value will always be greater than or equal to the Guaranteed Surrender Value.

1.6.2. Special Surrender Value will be higher of zero or the sum total of the following:

1.6.2.1. Reduced Paid Up Sum Assured X Special Surrender Value Factor;

1.6.2.2. surrender value of accrued Paid Up Additions, if any;

1.6.2.3. surrender value of Terminal Bonus, if any; and

1.6.2.4. the present value at the time of surrender of the future excess Money Back Payments (if any),

**2. LOANS**

2.1. You are not entitled to any loans under this Policy.

**3. REVIVAL OF POLICY**

3.1. A Lapsed Policy or a Policy under Reduced Paid Up Mode can be Revived as per Underwriting Policy, within the Revival Period:

3.1.1. on receipt of Your written request to Revive the Policy by Us;

3.1.2. if You produce an evidence of insurability of Life Insured at Your own cost which is acceptable to Us; and

3.1.3. on payment of all overdue Premiums (along with the service tax or any other taxes, cesses or levies, if any) to Us with late fee and/or interest at such rate as may be determined by Us from time to time. Currently the applicable late fee and/or interest rates are as below:

No. of days between date of Revival and date of lapse of Policy	Late Payment Fee (in Rs.)
30-60	100
61-180	250
>180	250 plus interest on due premium @8% p.a. compounded annually

3.2. The Revival of the Lapsed Policy or a Policy under Reduced Paid Up Mode will take effect only after We have approved the same in accordance with Our Underwriting Policy and communicated Our decision to You in writing. All accrued bonus(es) and original benefits including death, Money Back Payments and maturity benefits which were originally payable will be restored on such Revival. However, no interest shall be payable by Us on such restoration.

3.3. If a Lapsed Policy is not Revived within the Revival Period, this Policy will terminate without value, on the expiry of the Revival Period.

3.4. If a Policy under Reduced Paid Up Mode is not Revived within the Revival Period then, it will continue to be under Reduced Paid Up Mode for the remaining part of the Policy Term.

3.5. The Policy cannot be Revived beyond the Policy Term.

**4. PAYMENT OF BENEFITS**

- 4.1. The benefits under this Policy will be payable only on submission of satisfactory proof to Us. The benefits under this Policy will be payable to the Claimant.
- 4.2. Once the benefits under this Policy are paid to the Claimant, the same will constitute a valid discharge of Our liability under this Policy.

**5. TERMINATION OF POLICY**

- 5.1. This Policy will terminate upon the happening of any of the following events:
  - 5.1.1. on the date on which We receive Free Look cancellation request;
  - 5.1.2. the date of intimation of repudiation of the death claim by Us in accordance with the provisions of this Policy;
  - 5.1.3. on the expiry of the Revival Period, if the Lapsed Policy has not been Revived;
  - 5.1.4. on the date of payment of Surrender Value; or
  - 5.1.5. on the Maturity Date, however monthly incomes remaining under Settlement Option shall continue, if not commuted.

**PART E**

**POLICY CHARGES**

**1. APPLICABLE FEES/ CHARGES UNDER THE POLICY**

1.1. This Policy is a non-linked participating insurance plan and therefore, Part E is not applicable to this Policy.



## **PART F**

### **GENERAL TERMS AND CONDITIONS**

#### **1. TAXES**

- 1.1. All Premiums are subject to applicable taxes, cesses, levies including service tax and education cess which will entirely be borne by You and will always be paid by You along with the payment of Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under the Policy, We reserve the right to claim the same from You. Alternatively, We have the right to deduct the amount from the benefits payable by Us under the Policy.
- 1.2. Tax benefits and liabilities under the Policy are subject to prevailing tax laws. Tax laws and the benefits arising thereunder are subject to change. You are advised to seek an opinion of Your tax advisor in relation to the tax benefits and liabilities applicable to You.

#### **2. CLAIM PROCEDURE**

- 2.1. For processing a claim request under this Policy, We will require all of the following documents:
  - 2.1.1. Claimant's statement in the prescribed form;
  - 2.1.2. original Policy document;
  - 2.1.3. a copy of police complaint/ first information report (only in the case of death by accident of the Life Insured);
  - 2.1.4. a copy of duly certified post mortem report (only in the case of death by accident of the Life Insured);
  - 2.1.5. death certificate issued by the local/municipal authority (only in the case of death of the Life Insured);
  - 2.1.6. identity proof of the Claimant including Nominee(s) bearing their photographs and signatures (only in the case of the death of the Life Insured); and
  - 2.1.7. any other documents or information required by Us for assessing and approving the claim request.
- 2.2. A Claimant can download the claim request documents from Our website [www.maxlifeinsurance.com](http://www.maxlifeinsurance.com) or can obtain the same from any of Our branches or offices.
- 2.3. Subject to Section 45 of the Insurance Act, 1938 as amended from time to time, We reserve the right to scrutinize the documents submitted by the Claimant and/or investigate the cause of death of the Life Insured and deny the claim partially or completely on the basis of Our scrutiny of the documents or investigation, as the case may be. We shall pay the benefits under this Policy subject to Our satisfaction:
  - 2.3.1. that the benefits have become payable as per the terms and conditions of this Policy; and
  - 2.3.2. of the bonafides and credentials of the Claimant.
- 2.4. Subject to Our sole discretion and satisfaction, in exceptional circumstances such as on happening of a Force Majeure Event, We may decide to waive all or any of the requirements set out in Clause 3.1 of Part F.

#### **3. DECLARATION OF THE CORRECT AGE**

- 3.1. Declaration of the correct Age and/ or gender of the Life Insured is important for Our underwriting process and calculation of Premiums payable under the Policy. If the Age and/or gender declared in the Proposal Form is found to be incorrect at any time during the Policy Term or at the time of claim, We may revise the Premium with interest and/or applicable benefits payable under the Policy in accordance with the premium and benefits that would have been payable,

if the correct Age and/ or gender would have made the Life Insured eligible to be covered under the Policy on the Date of Commencement of Policy.

#### **4. FRAUD, MISREPRESENTATION AND FORFEITURE**

4.1 Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. *[A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (1) for reference]*

#### **5. SUICIDE EXCLUSION**

5.1. Notwithstanding anything stated herein, if the Life Insured commits suicide, whether sane or insane, within 12 (Twelve) months from the Date of Inception of Policy or from the date of Revival of this Policy, all risks and benefits under this Policy shall cease and We shall only pay the following to the Claimant:

5.1.1. higher of the Surrender Value or total Premiums received by Us, if the Policy has acquired a Surrender Value; or

5.1.2. total Premiums received by Us, if the Policy has not acquired a Surrender Value.

#### **6. TRAVEL AND OCCUPATION**

6.1. There are no restrictions on travel or occupation under this Policy.

#### **7. NOMINATION**

7.1. Nomination is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. *[A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (2) for reference]*

#### **8. ASSIGNMENT**

8.1. Assignment is allowed as per Section 38 of the Insurance Act, 1938 as amended from time to time. *[A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (3) for reference]*

#### **9. POLICY CURRENCY**

9.1. This Policy is denominated in Indian Rupees. Any benefit/claim payments under the Policy will be made in Indian Rupees by Us or in any other currency in accordance with the applicable guidelines issued by the Reserve Bank of India from time to time.

#### **10. ELECTRONIC TRANSACTIONS**

10.1. You will comply with all the terms and conditions with respect to all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centre, tele-service operations or by other means of telecommunication established by Us or on Our behalf, for and in respect of the Policy or services, which will constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities.

#### **11. DUPLICATE POLICY**

11.1. In case of loss of this Policy document, You may contact Our nearest branch office to know the requirements for issuance of a duplicate Policy. The duplicate Policy shall be issued without any charge.

#### **12. AMENDMENT**

- 12.1. No amendments to the Policy will be effective, unless such amendments are expressly approved in writing by Us and/or by the IRDAI wherever applicable.

### **13. REGULATORY AND JUDICIAL INTERVENTION**

- 13.1. If any competent regulatory body or judicial body imposes any condition on the Policy for any reason, We are bound to follow the same which may include suspension of all benefits and obligations under the Policy.

### **14. FORCE MAJEURE**

- 14.1. The performance of the Policy may be wholly or partially suspended during the continuance of such Force Majeure Event under an intimation to or approval of the IRDAI. We will resume Our obligations under the Policy after the Force Majeure Event ceases to exist.

### **15. COMMUNICATION AND NOTICES**

- 15.1. All notices meant for Us should be in writing and delivered to Our address as mentioned in Part G or such other address as We may notify from time to time. You should mention the correct Policy number in all communications including communications with respect to Premium remittances made by You.
- 15.2. All notices meant for You will be in writing and will be sent by Us to Your address as shown in the Schedule or as communicated by You and registered with Us. We may send You notices by post, courier, hand delivery, fax or e-mail/electronic mode or by any other means as determined by Us. If You change Your address, or if the address of the Nominee changes, You must notify Us immediately.
- 15.3. For any updates, please visit Our website [www.maxlifeinsurance.com](http://www.maxlifeinsurance.com).

### **16. GOVERNING LAW AND JURISDICTION**

- 16.1. The Policy will be governed by and enforced in accordance with the laws of India. The competent courts in India will have exclusive jurisdiction in all matters and causes arising out of the Policy.

## **PART G**

### **GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS**

#### **1. DISPUTE REDRESSAL PROCESS UNDER THE POLICY**

- 1.1. All consumer grievances and/or queries may be first addressed to Your agent or Our customer helpdesk as mentioned below:

Max Life Insurance Company Limited  
Plot 90A, Sector 18, Gurgaon, 122015, Haryana, India  
Toll Free No. – 1800 200 5577  
Email: [service.helpdesk@maxlifeinsurance.com](mailto:service.helpdesk@maxlifeinsurance.com)

- 1.2. If Our response is not satisfactory or there is no response within 15 (Fifteen) days:

- 1.2.1. the complainant or his legal heirs may file a written complaint with full details of the complaint and the complainant's contact information to the following official for resolution:

Head Operations and Customer Services,  
Max Life Insurance Company Limited  
Plot No. 90A, Sector 18, Gurgaon, 122015, Haryana, India  
Toll Free No. – 1800 200 5577  
Email: [manager.services@maxlifeinsurance.com](mailto:manager.services@maxlifeinsurance.com);

- 1.2.2. the complainant or his legal heirs may approach the Grievance Cell of the IRDAI on the following contact details:

IRDA Grievance Call Centre (IGCC)  
Toll Free No:155255 or 1800 4254 732  
Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

- 1.2.3. You can also register Your complaint online at <http://www.igms.irda.gov.in/>

- 1.2.4. You can also register Your complaint through fax/paper by submitting Your complaint to:

Consumer Affairs Department  
Insurance Regulatory and Development Authority of India  
9th floor, United India Towers, Basheerbagh  
Hyderabad – 500 029, Andhra Pradesh  
Fax No: 91- 40 – 6678 9768

- 1.3. If You are not satisfied with the redressal or there is no response within a period of 1 (One) month, the complainant or his legal heirs may approach Insurance Ombudsman at the address mentioned in Annexure A or on the IRDAI website [www.irda.gov.in](http://www.irda.gov.in), if the grievance pertains to:

- 1.3.1. any partial or total repudiation of a claim by Us;
- 1.3.2. any dispute on the legal construction of the Policy in so far as such dispute relate to a claim;
- 1.3.3. delay in settlement of a claim;
- 1.3.4. any dispute with regard to the Premium paid or payable in terms of the Policy; or
- 1.3.5. non issuance of any insurance document after receipt of the Premium.

- 1.4. As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, a complaint to the Insurance Ombudsman can be made only within a period of 1 (One) year after Our rejection of the representation or the date of Our final reply on the representation of the complainant, provided the complaint is not on the same matter, for which any proceedings before any court, or consumer forum or arbitrator is pending.

**Annexure A1**  
**List of Insurance Ombudsman**

CONTACT DETAILS	JURISDICTION
Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Ashram Rd, <b><u>AHMEDABAD-380 014.</u></b> Tel.:- 079-27545441/27546840 Fax : 079-27546142 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
Office of the Insurance Ombudsman, 24 <sup>th</sup> Main Road, Jeevan Soudha Bldg., JP Nagar, 1 <sup>st</sup> Phase, Ground Floor <b><u>BENGALURU – 560025.</u></b> Tel No: 080-26652049/26652048 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	State of Karnataka
Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Janak Vihar Complex, 6, Malviya Nagar, <b><u>BHOPAL-462 003.</u></b> Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>	States of Madhya Pradesh and Chattisgarh.
Office of the Insurance Ombudsman, 62, Forest Park, <b><u>BHUBANESHWAR-751 009.</u></b> Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>	State of Orissa.
Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D, <b><u>CHANDIGARH-160 017.</u></b> Tel.:- 0172-2706468/2772101 Fax : 0172-2708274 Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b><u>CHENNAI-600 018.</u></b> Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, <b><u>NEW DELHI-110 002.</u></b> Tel.:- 011-23234057/23232037 Fax : 011-23230858 Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>	States of Delhi
Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 <sup>th</sup> Floor, S.S. Road, <b><u>GUWAHATI-781 001 .</u></b> Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b><u>HYDERABAD-500 004.</u></b> Tel : 040-65504123/23312122 Fax: 040-23376599 Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>	States of Andhra Pradesh and Union Territory of Yanam - a part of the Union Territory of Pondicherry.

Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, <b><u>ERNAKULAM-682 015.</u></b> Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, <b><u>JAIPUR – 302005.</u></b> Tel: 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	State of Rajasthan
Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4 <sup>th</sup> Floor, C.R.Avenue, <b><u>KOLKATA - 700072</u></b> Tel No: 033-22124339/22124346 Fax: 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road,Hazaratganj, <b><u>LUCKNOW-226 001.</u></b> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	States of Uttar Pradesh and Uttaranchal.
Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe,S.V. Road, Santacruz(W), <b><u>MUMBAI-400 054.</u></b> Tel : 022-26106960/26106552 Fax : 022-26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>	State of Goa and Mumbai Metropolitan Region excluding Navi Mumbai and Thane.
Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet <b><u>PUNE – 411030.</u></b> Tel: 020-32341320 Email: <a href="mailto:Bimalokpal.pune@gbic.co.in">Bimalokpal.pune@gbic.co.in</a>	State of Maharashtra including Navi Mumbai and Thane and excluding Mumbai Metropolitan Region.
Office of the Insurance Ombudsman, 4 <sup>th</sup> Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, <b><u>NOIDA – 201301.</u></b> Tel: 0120-2514250/51/53 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh:Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <b><u>PATNA – 800006</u></b> Tel No: 0612-2680952 Email id : <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a> .	Bihar, Jharkhand.

**OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL**

Shri M.V.V. Chalam, Secretary General  
3rd Floor, Jeevan Seva Annexe,  
S.V. Road, Santacruz(W),  
MUMBAI – 400 021  
Tel : 022-26106245  
Fax : 022-26106949  
Email- inscoun@gmail.com  
Web: www.gbic.co.in

## Annexure 1

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

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

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs 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 policywhichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policywhichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance policy on the ground of fraud, if the insured / beneficiary can prove that

the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

*[Disclaimer: This is only a simplified version prepared for general information. You are advised to refer to the Insurance Act 1938 as amended from time to time for complete and accurate details.]*

## Annexure 2

### Section 39 - Nomination by Policyholder

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



1. The policyholder of a life insurance policy 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.
2. 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 is to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. 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.
5. 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.
6. 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.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. 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.
9. 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 get affected to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of them
 the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act 2015.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of 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 Act, 1938 as amended from time to time, 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 only a simplified version prepared for general information. You are advised to refer to the Insurance Act 1938 as amended from time to time for complete and accurate details.]*

### **Annexure 3**

#### **Section 38 - Assignment and Transfer of Insurance Policies**

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

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer or assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.

9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide;
  - b. not in the interest of the policyholder;
  - 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 the Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured; or
    - ii. the insured surviving the term of the policy.Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14 In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person

- a shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment;
- b. may institute any proceedings in relation to the policy; and
- 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) Act, 2015 shall not be affected by this section.

*[Disclaimer: This is only a simplified version prepared for general information. You are advised to refer to the Insurance Act, 1938 as amended from time to time for complete and accurate details.]*