

## WELCOME LETTER

{{OWNER\_NAME}}  
{{GUARDIAN}}  
{{PO\_M\_ADD\_1}}  
{{PO\_M\_ADD\_2}}  
{{PO\_M\_ADD\_3}}  
{{PO\_M\_ADD\_CITY}}  
{{PO\_M\_ADD\_STATE}} - {{PO\_M\_ADD\_PINCODE}}  
{{PO\_M\_ADD\_COUNTRY}}  
Contact No.: {{OWNER\_CONTACT}}

Date: {{DATE\_OF\_ENTRY}}

Your Policy Details:		Your Branch Representative Details:	
Client ID.	{{OWNER_CLIENT_ID}}	Name	{{AGENT_NAME}}
Policy No.	{{POLICY_NUMBER}}	Code	{{AGENT_CODE}}
Proposal No.	{{PROPOSAL_NUMBER}}	Contact No.	{{AGENT_CONTACT}}

Dear {{OWNER\_NAME}},

Welcome to the Canara HSBC Oriental Bank of Commerce Life family. We would like to congratulate you on purchasing Canara HSBC Oriental Bank of Commerce Life Insurance Future Smart Plan. Please note that this is an individual, linked, life insurance cum savings plan.

This document is your policy contract and contains important information related to your policy. We would recommend that you read this document carefully to ascertain if the details mentioned are accurate.

If you wish to rectify any of the details provided by you in the policy, then please get in touch with our **Resolution center: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL users) or your bank branch representative**. You can also **SMS us at 9779030003** or write to us at **[customerservice@canarahsbclife.in](mailto:customerservice@canarahsbclife.in)** and our representative will contact you at your convenience.

We are confident that our product will meet your requirements, however in case the policy terms and conditions are not agreeable to you then you can opt for a cancellation and discontinue your policy. If you decide to opt for cancellation, we would request you to send back this policy contract along with the reason for non-acceptance within 15 days from receipt of this document. In case you opt for cancellation within the said 15 days you will receive the Fund Value and any unallocated premium along with the charges deducted. This amount will be paid subject to deduction of the proportionate risk related charges, stamp duty and medical expenses, if any. Please note that this facility is available only at the first instance, on receipt of the original policy pack, and will not apply to duplicate policy packs issued by the Company on your request.

As an added convenience for you, we offer an easy-to-navigate online system to manage your policy. Log on to our website [www.canarahsbclife.com](http://www.canarahsbclife.com) and register to start using this service.

We request you to pay your premiums on time (within 30 days of the due dates) to enjoy uninterrupted policy benefits. Thank you for giving us the opportunity to service your Insurance needs and we will ensure we are here to fulfill all your policy servicing needs.

Yours Sincerely,

**Chief Operating Officer**  
**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

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8.	<b>Branch Locator</b> This section contains the address and contact details of our offices across India. You can get in touch or visit any of our offices in case of any services required.
9.	<b>Copy of Proposal Form</b> This section contains the copy of the proposal form of Life Insurance submitted by you for this Insurance policy

## POLICY SCHEDULE

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited (the Company) has received a Proposal and first premium from the Policyholder. The Proposal and declaration along with statements, reports or other documents leading to the issuance of this policy has been accepted by the Company and the Policyholder as the basis of this contract. This contract will be valid in consideration of and subject to receipt of subsequent premiums mentioned below, the terms and conditions of this Policy or any riders attached and any endorsements made. The Company shall pay relevant benefits and other amounts that become payable upon occurrence of one or more events mentioned in this Policy on receipt of proof that is satisfactory to the Company. The date of commencement of risk under this policy is as mentioned below.

	Policy Holder Details	Life Assured Details
<b>Name</b>	{{OWNER_NAME}}	{{ASSURED_NAME}}
<b>Date of Birth</b>	{{OWNER_BIRTH_DATE}}	{{ASSURED_BIRTH_DATE}}
<b>Age</b>	{{OWNER_AGE}}	{{ASSURED_AGE}}
<b>Gender</b>	{{OWNER_GENDER}}	{{ASSURED_GENDER}}

### Policy Schedule Details

<b>Policy Number</b>	{{POLICY_NUMBER}}
<b>Plan Name</b>	{{PLAN_NAME}}
<b>Plan Type</b>	{{PLAN_TYPE}}
<b>Policy Term (Years)</b>	{{POLICY_TERM}}
<b>Premium Paying Term (Years)</b>	{{PREMIUM_PAYING_TERM}}
<b>Installment Premium (₹)</b>	{{INSTALLMENT_PREMIUM}}
<b>Age Admitted</b>	{{AGE_ADMITTED}}
<b>Risk Commencement Date</b>	{{RISK_COMMENCEMENT_DATE}}
<b>Policy Commencement Date</b>	{{POLICY_COMMENCEMENT_DATE}}
<b>Premium Payment Frequency</b>	{{POLICY_PAYMENT_FREQUENCY}}
<b>Next Premium Due Date</b>	{{NEXT_PREMIUM_DUE_DATE}}
<b>Last Premium Due Date</b>	{{LAST_PREMIUM_DUE_DATE}}

### Benefit Coverage Details

<b>Sum Assured (₹)</b>	{{SUM_ASSURED}}
<b>Maturity Date</b>	{{MATURITY_DATE}}
<b>Premium Funding Benefit</b>	{{PREM_FUNDING_BENEFIT_OPT}}
<b>Milestone Withdrawal</b>	{{MILESTONE_WITHDRAWAL}}
<b>Safety Switch</b>	{{SAFETY_SWITCH_OPTION}}
<b>Auto Funds Rebalancing</b>	{{AUTO_REBALANCING}}

### Nominee Details\*

Name	Gender
{{NOMINEE_NAME_1}}	{{NOMINEE_GENDER_1}}
{{NOMINEE_NAME_2}}	{{NOMINEE_GENDER_2}}
{{NOMINEE_NAME_3}}	{{NOMINEE_GENDER_3}}
{{NOMINEE_NAME_4}}	{{NOMINEE_GENDER_4}}
{{NOMINEE_NAME_5}}	{{NOMINEE_GENDER_5}}
{{NOMINEE_NAME_6}}	{{NOMINEE_GENDER_6}}
{{NOMINEE_NAME_7}}	{{NOMINEE_GENDER_7}}

\*Nominee details under section 39 of Insurance Act, 1938.

<b>Appointee Name</b> (in case nominee is minor)	{{APPOINTEE_NAME}}
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**STATEMENT OF ACCOUNT**

<b>Policyholder 's Name</b>	{{OWNER_NAME_FPRCT}}
<b>Policy Number</b>	{{POLICY_NUMBER}}
<b>Transaction Date</b>	{{TRANSACTION_DATE}}

**Charges Deducted**

<b>Installment Premium ( )</b>	{{INSTALLMENT_PREMIUM}}
<b>Premium Allocation Charge ( )</b>	{{PREMIUM_ALLOCATION_CHARGE}}
<b>Net Premium Invested ( )</b>	{{NET_PREMIUM_INVESTED}}
<b>Administration Charge ( )</b>	{{ADMINISTRATION_CHARGE}}
<b>Mortality /Risk Charge ( )</b>	{{MOTALITY_CHARGE}}
<b>Central Goods and Services Tax on Above Charges ( )</b>	{{ CENTRAL GOODS AND SERVICE TAX }}
<b>State Goods and Services Tax / Union Territory Goods and Services Tax on Above Charges ( )</b>	{{ STATE GOODS AND SERVICE TAX }}
<b>Integrated Goods and Services Tax on Above Charges ( )</b>	{{ INTEGRATED GOODS AND SERVICE TAX }}
<b>Cess (es) /Other Levy on Above Charges( )</b>	{{CESS/OTHER LEVY}}

Risk Charges include mortality charges & total & permanent disability charges if any.

**Fund Details\***

<b>Name of Fund</b>	<b>Initial Fund allocation</b>	<b>No. of Units</b>	<b>NAV ( )</b>	<b>Amount ( )</b>
India Multi-Cap Equity Fund	{{INDIA MULTI-CAP EQUITY_FUND}}%	{{INDIA MULTI-CAP EQUITY_FUND_UNIT}}	{{INDIA MULTI-CAP EQUITY_FUND_NAV}}	{{INDIA MULTI-CAP EQUITY_FUND_AMT}}
Equity II Fund	{{EQUITY_FUND}}%	{{EQUITY_FUND_U NIT}}	{{EQUITY_FUND_N AV}}	{{EQUITY_FUND_ AMT}}
Growth Plus Fund	{{GROWTH_FUND}} %	{{GROWTH_FUND_ UNIT}}	{{GROWTH_FUND_ NAV}}	{{GROWTH_FUND _AMT}}
Balanced Plus Fund	{{BALANCE_FUND}} %	{{BALANCE_FUND_ UNIT}}	{{BALANCE_FUND_ NAV}}	{{BALANCE_FUN D_AMT}}
Debt Plus Fund	{{DEBT_FUND}}%	{{DEBT_FUND_UNIT}}	{{DEBT_FUND_NAV}}	{{DEBT_FUND_A MT}}
Liquid Fund	{{LIQUID_FUND}}%	{{LIQUID_FUND_UN IT}}	{{LIQUID_FUND_NA V}}	{{LIQUID_FUND_ AMT}}
<b>Total Fund Value( )</b>	{{TOTAL_ALLOCAT ION}}%	As on date: {{TRANSACTION_DATE}}		{{TOTAL_FUND_V ALUE}}

SFIN (Segregated Fund Index Number) – India Multi-Cap Equity Fund: ULIF01816/08/16IMCAPEQFND136, Equity II Fund: ULIF00607/01/10EQUITYIIFND136, Growth Plus Fund: ULIF00913/09/10GROWTPLFND136, Balanced Plus Fund: ULIF01013/09/10BLNCDPLFND136, Debt Plus Fund: ULIF01115/09/10DEBTPLFUND136, Liquid Fund: ULIF00514/07/08LIQUIDFUND136, & Discontinued Policy Fund: ULIF01319/09/11POLDISCFND136.

You can also access value of your policy wise units and fund wise NAV in the prescribed format (Form D02) on our Company's website. To access the above mentioned details, you need to login/register on the Company's website i.e. [www.canarahsbclife.com](http://www.canarahsbclife.com) through "Login & Register" link. For first time registration, your email ID must be registered with us. If your email ID is not registered, please call us on toll free number to register

This is a computer generated statement and does not require signature.

## FIRST PREMIUM RECEIPT

Receipt Number : {{RECEIPT\_NUMBER}}

Date of Issue : {{FPR\_DATE}}

Name of the Company	{{NAME OF THE COMPANY}}
Hub Address	{{HUB ADDRESS}}
Goods and Services Tax Identification Number	{{GOODS AND SERVICES TAX IDENTIFICATION NUMBER OF HUB}}
HSN Code	{{HSN CODE}}
Policy Number	{{POLICY_NUMBER}}
Plan Name	{{PLAN_NAME}}
Policyholder	{{OWNER_NAME_FPRCT}}
Policyholder Current Residential Address	{{POLICY HOLDER CURRENT RESIDENTIAL ADDRESS}}
Policyholder State/ Union Territory & Code	{{POLICY HOLDER STATE & CODE}}
Goods and Services Tax Identification Number	{{GOODS AND SERVICES TAX IDENTIFICATION NUMBER}}
Life Assured	{{ASSURED_NAME}}
Premium Payment Frequency	{{POL_BILL_MODE_CD_FPRCT}}
Sum Assured (₹)	{{CVG_FACE_AMT_FPRCT}}

### Payment Related Information

Installment Premium (₹)*	{{CVG_MPREM_AMT_FPRCT}}
Premium Allocation Charge (₹)	{{PREMIUM_ALLOCATION_CHARGE}}
Goods and Services Tax on Premium Allocation charge <sup>1</sup> (₹)	{{GOODS AND SERVICES TAX ON PREMIUM ALLOCATION CHARGE}}
Total Premium Received (₹)	{{TOTAL_PREMIUM_RECEIVED}}
Balance Premium (₹)	{{BALANCE_PREMIUM}}
Next Premium Due Date	{{DV_POL_NXT_PRM_DT_FPRCT}}

<sup>1</sup> Break-up of Goods and Services Tax on Premium Allocation charge	(%) Rate	(₹) Amount
Central Goods and Services Tax		
State Goods and Services Tax/ Union Territory Goods and Services Tax		
Integrated Goods and Services Tax		
Cess (es)/Other levy		

\* You may be entitled for tax benefits under Section 80C as per the Income tax Act, 1961. Tax Benefits under the policy will be as per the prevailing Income Tax laws and are subject to amendments from time to time. For tax related queries, contact your independent tax advisor. The amount indicated as balance premium, if any, will not earn any interest and will be adjusted towards future premiums on the due date. Advance premiums paid, if any will be appropriated towards premium on the respective due dates.

Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme as applicable. The Regular Premium received by the Company, net of taxes, if any, and after deducting applicable Premium Allocation Charges has been allocated to the funds in the percentage indicated above. Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme is as per the prevailing tax laws, which is subject to change. For tax related queries, please contact your tax consultant.

Permanent Account Number AADCC1881F.

"Goods and Services Tax as above is not payable on reverse charge basis"

"Address of Delivery is same as that of place of supply"

The commencement of risk in the policy is subject to realization of funds by the company

<<Digital Signature>>

**Chief Operating Officer**  
**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

**ENDORSEMENTS**

**Total Stamp Value (C)** {{STAMP\_DUTY}}

“The appropriate stamp duty towards this policy is paid vide CRN {{CRN\_NUMBER}}”

**IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER**  
**Canara HSBC Oriental Bank of Commerce Life Insurance Future Smart Plan**

**UIN – 136L018V04**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

In this Policy, unless the context requires otherwise, the following words and expressions shall have the meaning ascribed to them respectively herein below:

**Accident** means a sudden, unforeseen and involuntary event caused by external, violent and visible means which occurs while this Policy is in force;;

**Accidental Injury** means bodily injury caused solely, directly and independently of any other intervening causes from an accident (i.e. a traumatic event of violent, unexpected, external and visible nature);

**Age** means age at last birthday;

**Annualized Premium** means the amount of premium payable in a policy year that is selected by the Policyholder at the inception of the Policy.

**Appointee** means the person named as such in the Policy Schedule, to receive the Death Benefit and give a valid discharge to the Company on behalf of the Nominee, in the event of death of the Life Assured during the minority of the Nominee;

**Authority** means the Insurance Regulatory and Development Authority or such other authority or authorities, as may be designated under the applicable laws and regulations as having authority to oversee and regulate life insurance business in India, or any other area that has an impact on the business of life insurance;

**Benefit** means Death Benefit, the Premium Funding Benefit, Total & Permanent Disability Benefit, Maturity Benefit, Rider Benefits, or any other benefit, as may be applicable under this Policy referred to collectively, depending upon whether the Policyholder has chosen Plan Option I or Option II, as specified in Clause 2.1 below;

**Beneficiary** means the person appointed in terms of Clause 20.2 hereof, who is a nominee under Section 39 of the Insurance Act 1938;

**Business Day** means days other than holidays where stock exchanges with national wide terminals are open for trade (other than day on which exchanges are open for trading) or any day declared by the Authority as Business Day;

**Claimant** means the Policyholder or the assignees, the Beneficiary, Appointee or the legal heirs of the Policyholder who are entitled to claim the Benefits under this Policy;

**Company** means Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, a company incorporated under the provisions of the Companies Act, 1956 carrying on the business of life insurance in India;

**Discontinuance** means the state of the Policy arising out of the surrender of the Policy or non-payment of the due Premium before the expiry of the Grace Period whichever is earlier.

**Provided that** no Policy shall be treated as discontinued on non-payment of the said premium if, within the Grace Period, the Premium has not been paid due to the death of the Life Assured or upon the happening of any other contingency covered under the Policy.

**Discontinued Policy Fund(DPF)**DPF means the segregated fund of the insurer that is set aside and is constituted by the fund value, as applicable, of all the policies discontinued during the Lock-in Period determined in accordance with IRDAI (Unit Linked Insurance Products) Regulations, 2019. The Company will levy only Fund Management Charge as mentioned in 'Charges' section. The amounts credited to the DPF will earn at least the Minimum Guaranteed Interest Rate. The excess income earned in the DPF over and above the Minimum Guaranteed Interest Rate will also be apportioned to the DPF in arriving at the proceeds of the discontinued policies and will not be apportioned to the shareholders of the Company;

**Financial Year** means a period of twelve (12) consecutive months commencing from April 01 each year;

**Fund Value** means, at any point of time, the value of the Units held by the Policyholder, represented by the number of Units held in the Policyholders' unit account multiplied by their respective Unit Prices;

**Grace Period** means the period of 30 days commencing from the due date of Premium during which period the Premiums due under this Policy can be paid without any interest, additional charges, penalties or interruption in risk cover as per the terms of this Policy ;

**Life Assured** means the person named as such in the Policy Schedule on whose life this Policy has been effected;

**Lock-in period:** The period of five consecutive completed years from the date of commencement of the Policy, during which period the proceeds of the discontinued policies cannot be paid by the insurer to the Policyholder or to the Life Assured, as the case may be, except in the case of death or upon the happening of any other contingency covered under the Policy.

**Maturity Date** means the date specified as such in the Policy Schedule, on which date the Maturity Benefit becomes payable;

**Minimum Guaranteed Interest Rate** means the rate applicable to discontinued policy fund as declared by the Authority from time to time. The current applicable interest rate is 4% per annum;

**Minor** means a person who has not completed the Age of eighteen (18) years;

**Net Asset Value (“NAV”)** means the market value of investments held under the Unit Linked Fund plus or minus the expenses incurred in the purchase or sale of the assets (as the case may be) depending upon whether the Unit Linked Fund is a net buyer or seller of assets, plus the value of any current assets and any accrued income net of Fund Management Charges (including any applicable Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme thereon) less the value of any current liabilities and provisions, if any;

**Office** means any office established by the Company for servicing customers, except its registered office and corporate office;

**Option I** means the Death Benefit cover only chosen by the Policyholder under this Policy as at the Policy Commencement Date and accepted by the Company as indicated in the Schedule;

**Option II** means the Death or Total & Permanent Disability Benefit cover chosen by the Policyholder as at the Policy Commencement Date and accepted by the Company as indicated in the Schedule;

**Paid-Up Sum Assured** means the amount calculated as Sum Assured multiplied by total number of premiums paid divided by the number of Premiums payable during the Policy Term;

**Plan Options** means the benefit as per Option I or Option II as specified in Clause 2.1 below chosen by the Policyholder and accepted by the Company which shall be mentioned specifically in the Policy Schedule;

**Policy** means this Canara HSBC Oriental Bank of Commerce Life Insurance Future Smart Plan, comprising, the Proposal, these terms and conditions, the Policy Schedule and any annexures attached to it (including any unit account statements or other correspondence issued by the Company), all of which shall form an integral part of the Policy;

**Policy Anniversary** means an annual anniversary of the Policy Commencement Date;

**Policy Commencement Date** means the date of commencement of the Policy as specified in the Policy Schedule;

**Policy Schedule** means the schedule attached to and forming part of this Policy;

**Policy Term** means the period between the Policy Commencement Date and the Maturity Date, as specified in the Policy Schedule;

**Policy Year** means a 12 consecutive calendar month period commencing from the Policy Commencement Date and ending on the day immediately preceding its Policy Anniversary and each subsequent period of twelve (12) consecutive months thereafter, during the Policy Term;

**Policyholder** means the person named as such in the Policy Schedule and who is the Life Assured under this Policy, unless the Policy has been assigned as per Clause 20.1 in which case the assignee shall be the Policyholder;

**Premium** means the Regular Premiums payable under this Policy;

**Premium Funding Benefit** means the benefit provided by the Company, upon the death or occurrence of Total and Permanent Disability (as applicable) to the Life Assured as detailed in Clause 2.2;

**Premium Payment Term** means the period specified in the Policy Schedule indicating the number of years for which the Policyholder is required to pay Regular Premium under this Policy;

**Proposal** means the signed and completed proposal form provided by the Policyholder to the Company, along with all supporting information/documents enclosed therewith and which forms the basis upon which this Policy has been issued to the Policyholder by the Company;

**Redirection** means the facility allowing the Policyholder to modify the allocation of future Premium into the Unit Linked Funds in a different investment pattern from the option exercised previously, as specified in Clause 14;

**Reduced Paid-up State** means the state of the policy attained due to non-payment of due premium after the completion of Lock-in Period, wherein the policy continues in this state till the end of revival period unless revived, with the risk cover and charges continuing as per the terms and conditions of the policy.

**Regular Premium** means the premium specified as such in the Policy Schedule payable in regular installments as agreed between the Policyholder and the Company;

**Regulations** means the laws and regulations in effect from time to time and applicable to this Policy, including without limitation the regulations and directions issued by the Authority from time to time including re-enactments and/or amendments to such laws and regulations;

**Revival of a Policy** means restoration of the policy in respect of which Premiums were not paid before the end of the Grace Period upon the receipt of all the premiums due and other charges if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Assured on the basis of the information, documents and reports furnished by the policyholder;

**Revival Period** means the period of three consecutive complete years from the date of first unpaid premium during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of Premium;

**Rider** means the supplementary or additional benefit coverage, if any, issued by the Company, attached to and forming part of this Policy;

**Rider Benefits** means the benefits payable under the Riders;

**Risk Commencement Date** means the date mentioned in the Policy Schedule, which shall be the later of (i) date of acceptance of the Proposal by the Company's underwriters; and (ii) date of realization of the proposal deposit by the Company;

**Sum Assured** means the amount as mentioned in the Policy Schedule payable upon the death of the Life Assured as per Clause 2.1;

**Unit** means a notional interest of the Policyholder representing a portion or a part of the Unit Linked Fund consisting of one (1) undivided share in the assets of the relevant Unit Linked Fund;

**Unit Price** means the price of each Unit under a fund arrived at by dividing the NAV by the total number of outstanding units in the respective Unit Linked Fund.

## 1.1 Interpretation

This Policy is divided into numbered Clauses for ease of reference and reading. Except as stated, these divisions and the corresponding Clause headings do not limit the Policy or its interpretation in any way. Unless the context requires otherwise, words of one gender shall include the other gender and the singular shall include the plural and vice versa and references to any statute include subsequent changes to that statute.

## 2. BENEFITS

Subject to the provisions contained herein and fulfillment of the terms and conditions of this Policy, the Company agrees to pay to the Claimant, the following Benefit on the happening of the claim events mentioned against each Benefit during the Policy Term.

### 2.1. Plan Options

2.1.1. This policy has been issued under Option I or Option II as chosen by the proposer while proposing for insurance and as specified in the Policy Schedule. An Option once chosen as at the Policy Commencement Date cannot be changed during the Policy Term. Subject to the other conditions of this Policy if the insured event occurs to the Life Assured on or before Maturity Date, following are the benefits payable subject to Clause 2.1.2 below, under Option I and Option II (as applicable):

#### 2.1.1.1. Option I- (Death Benefit)

Subject to Policy not being in Discontinued state or being terminated, if the death of the Life Assured occurs on or after the Risk Commencement Date but before the Maturity Date, the Company shall pay the following as Death Benefit:

- a) In case Sum Assured plus present value of future premiums at the time of intimation of death claim is higher than or equal to 105% of all premiums paid up to the date of death by the Policyholder, then Company shall pay:
  - i. The Sum Assured on the intimation of claim; and
  - ii. Fund all future premiums as per Clause 2.2;
- b) In case Sum Assured plus present value of future premiums at the time registration of death claim is less than 105% of all premiums paid up to the date of death by the Policyholder, then Company shall pay:
  - i. 105% of all Premiums paid up to the date of death by the Policyholder less present value of the future premiums immediately on the intimation of the claim; and
  - ii. Fund all future premiums as per Clause 2.2.

#### 2.1.1.2. Option II (Death and Total & Permanent Disability Benefit)

- a) Subject to the Policy not being in Discontinued state or being terminated, if the death of the Life Assured occurs on or after the Risk Commencement Date but before the Maturity Date, the Company shall pay the Death Benefit as defined in Clause 2.1.1.1.
- b) Subject to Clause 3.2 and Clause 21.3.2 hereof and the Policy not being in Discontinued state or being terminated, if the Total and Permanent Disability occurs to the Life Assured on or after the Risk Commencement Date but before the Maturity Date, the Company shall fund all future premiums as per Clause 2.2. If the claim under Total & Permanent Disability is accepted by the Company, the Death Benefit as specified under Clause 2.1.1.2 (a) shall stand modified to higher of :
  - (i) Sum Assured; and
  - (ii) 105% of all Premiums paid up to date of death by the Policyholder.

**Death Benefit payable on Policy discontinued before the end of the Lock-in period**

If the death of the Policyholder occurs where the Policy is in Discontinuance state due to non-payment of Premium before the end of the Lock-in Period, the proceeds of the Discontinued Policy Fund, as on date of intimation of death claim will be payable.

**Death Benefit payable where the Policy is in the Reduced Paid-up State**

If the death of the Policyholder occurs where the Policy is in Reduced Paid-up State, the death benefit shall be higher of (Paid-up Sum Assured or 105% of all Premiums paid up to the date of death) plus Fund Value as on date of intimation of death claim. On payment of such benefit, the Policy will terminate.

The premium funding and TPD benefit shall cease immediately when the Policy enters Discontinuance or Reduced Paid-up state until it is revived and no charges for the ceased benefits shall be deducted.

- 2.1.2. In respect of registration of death claim of the Life Assured received at the Office of the Company prior to 3.00 PM on any Business day, the closing NAV of the same day will be applied for computation of the Fund Value. For registration received at the Office of the Company post 3.00 PM on any Business day, the NAV declared on the next Business Day shall be applied for computation of the Fund Value.

**2.2. Premium Funding Benefit**

In the event of a claim for death or Total and Permanent Disability benefit being accepted by the Company, the Policy shall be kept in force by the Company funding all future Premiums due. In case of Death Benefit being admitted the Company shall fund Premiums due from the date of death of the Life Assured, whereas in case of a Total and Permanent Disability claim, the Premiums due from the date of acceptance of the claim by the Company alone shall be funded. The Policy shall continue to be in force upto the Maturity Date notwithstanding the death of the Beneficiary. Such Premium funded by the Company shall be allocated to various Unit Linked Funds in the same allocation proportion as existing at the date of registration of claim.

**2.3. Total and Permanent Disability Benefit**

- 2.3.1. Subject to Clause 3.2 hereof and the Policy not being in Discontinued state or being terminated, the Life Assured shall be regarded as suffering from Total and Permanent Disability, subject to Clause 21.3.2, only if as a result of accidental bodily injury the life assured has suffered:

- a) Total and irrecoverable loss of sight of both eyes. The blindness must be confirmed by an Ophthalmologist; OR
- b) Loss by severance of two or more limbs at or above wrists or ankles.

- 2.3.2. The above disability must have lasted, without interruption, for at least six consecutive months and must, in the opinion of an appropriate medical practitioner appointed by the Company be deemed permanent and total.

- 2.3.3. No Premiums shall be accepted between the date of registration of Total & Permanent Disability claim and date of decision of the claim. If Premium becomes payable during this period, the Policy shall continue as in-force and all charges shall continue to be deducted from the Policy fund.

- 2.3.4. If a claim is accepted, the Company shall fund all future Premiums from the date of acceptance of Total and Permanent Disability claim as and when due.

- 2.3.5. If the claim is not accepted by the Company, then the Company shall inform the policyholder of the same along with a notice to the Policyholder for payment of due premium, if any. The conditions as mentioned in Clause 3.2 shall be applicable in such a scenario.

**2.4. Maturity Benefit**

If the Life Assured survives the Maturity Date and the Policy is in force or Reduced Paid-up State on such date, the Company shall pay the Maturity Benefit to the Claimant which shall be equivalent to the Fund Value computed on the basis of the closing NAV of the Maturity Date. The Policyholder shall have the option to receive the entire Maturity Benefit through structured payouts over a period not exceeding five (5) years as per the Settlement Option as defined under Clause 2.5.

**2.5. Settlement Option**

The Policyholder may exercise this option to receive the Maturity Benefit through structured payouts over a period by making a request to the Company at least three (3) months prior to the Maturity Date indicating his intention to exercise the Settlement Option. The exercise of this option shall be subject to fulfillment of the following conditions:

- (i) The Policyholder may exercise this option to receive the Maturity Benefit in periodic installments, for a maximum period of up to five (5) years from the Maturity Date (“**Settlement Period**”);
- (ii) Units shall be encashed in respect of each payout at the NAV applicable on the date of each payout under the Settlement Option;
- (iii) During the Settlement period, risk cover shall be maintained at 105% of all the Premiums paid up to the date of death. However, where death of the Policyholder has occurred during the Policy Term, no risk cover shall be applicable during the Settlement Period;
- (iv) Only the Fund Management Charges, Switching Charges and Mortality Charges will be deducted, as applicable, during the Settlement Period.;
- (v)
- (vi) The Policyholder agrees and acknowledges that all investment risks and risks inherent in receiving the Maturity Benefit under the Settlement Option will continue to be borne entirely by the Policyholder;
- (vii) Partial Withdrawals or Redirection shall not be allowed during the Settlement Period;
- (viii) Switching is allowed under the Settlement Period subject to the conditions as mentioned in the Switching clause (clause 15)
- (ix) The frequency of payout during the Settlement Period can be monthly, quarterly, half-yearly or annual as opted by the Policyholder;
- (x) The Policyholder shall be entitled, at any time during the Settlement Period, to cancel the Settlement Option and withdraw the Fund Value as on that date, on which payment the Policy shall be terminated and no further amounts shall be payable by the Company.

## 2.6. **Requirements for Maturity Benefit & Death Benefit Claims**

In the event of a claim for Benefits arising under this Policy, the Claimant shall within ninety (90) days of the claim event, make a written intimation to the Company through its Claim Intimation Form with the following documents:

### 2.6.1. **In case of a claim for Maturity Benefit**

- a) Claimant Statement;
- b) Policy document in original; and

### 2.6.2. **In case of a claim for Death & Total and Permanent Disability Benefit**

Original Policy document, Company specific claim formats (Claimant’s statement, Treating hospital certificate, Attending physician’s statement, Employer’s certificate) , Death certificate, Discharge certificate, FIR, Police Reports, Post mortem report, Claimant’s ID and address proof, Hospital records/other medical records Disability certificate and such other documents as required by the Company at the time of claim.

If We do not receive the notification of the death within 90 days, We may condone the delay if We are satisfied that the delay was for reasons beyond the Claimant’s control and pay the claim specified under the Policy to the Claimant.

Any claim intimation to Us must be made in writing and delivered to the address, which is currently as follows:

#### **Claims Unit**

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, 139 P, Sector 44, Gurugram – 122003, Haryana, India; Resolution Centre: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL) **Email id:** claims.unit@canarahsbclife.in

Any change in the address or details above will be communicated by Us to You. For further details on the process, please visit our claims section on our website [www.canarahsbclife.com](http://www.canarahsbclife.com).

## 2.7. **Increase / Decrease of the Sum Assured**

Subject to the Policy being in force and not being in Discontinued state, the Policyholder may at any time during the Policy Term, request the Company to increase/decrease the Sum Assured under this Policy without effecting any change to the Regular Premium payable by making an application in writing to the Company at least Two (2) months prior to the next Policy Anniversary, provided:

- a) The Policy has completed five(5) Policy Years and the Company has received all due Regular Premiums till the date of such request;
- b) For increase in Sum Assured, the Life Assured should not be a Minor or aged above fifty (50) years (last birthday), at the time of such request;
- c) Such increase /decrease in accordance with the applicable Regulations, and subject to underwriting acceptance;
- d) The Company shall be entitled to recover medical expenses (if any subject to a maximum of Rs 500/-) on account of an increase in the Sum Assured;
- e) Such increase/decrease in the Sum Assured can be exercised once in a Policy Year, subject to a total of three times during the entire Policy Term.
- f) The mortality charges will increase or decrease proportionately to the change in sum at risk, but there will be no change in the Regular Premiums due to change in Sum Assured.

## 2.8. **Mode of payment of Benefits**

2.8.1. All Benefits and other sums under this Policy shall be subject to the admission of the claim and shall be payable in the manner and currency permitted under the Regulations.

**2.8.2. Discharge**

Any discharge given by the Claimant, or by any person authorized by the Claimant in writing in respect of the Benefits or the sums payable under this Policy shall constitute a valid discharge to the Company in respect of such payment. The Company's liability under the Policy shall be automatically discharged on such payment. In case the Bank account details of the Claimant has been made available to the Company to facilitate a direct credit of the Benefits into the Claimant's bank account, credit by the Company of the applicable Benefits into such bank account shall constitute valid discharge of the Company's liability to pay such Benefits under this Policy.

**2.9. Benefits during Grace Period**

This Policy provides a Grace Period of thirty (30) days commencing from the due date of each Regular Premium due, during which the Policyholder may make payment of unpaid Regular Premium to keep the Policy and all the Benefits in force. The Benefits mentioned in Clause 2.1 shall be payable subject to deduction of applicable Charges due as on the date of occurrence of the insured event.

**3. Regular Premium and effect of discontinuance of payment of Regular Premium**

**3.1. Payment of Regular Premium**

Regular Premium shall be payable during the Premium Payment Term in the agreed amounts and frequency on or before the end of Grace Period corresponding to the due date as specified in the Policy Schedule. If any Regular Premium is received before the due date and within the same financial year, the Company may at its discretion keep such amount in an advance premium account and adjust such sum towards Regular Premium on the applicable due date or refund such amounts to the Policyholder. The amounts in the advance premium account shall not be allocated into Units before the due date. All Regular Premiums shall, subject to deduction of applicable Charges as mentioned in Annexure 1 hereto, be allocated in the respective Unit Linked Funds as chosen by the Policyholder at the applicable NAVs as provided in Clause 9.2 hereof .

**3.2. Discontinuance of Regular Premium**

**3.2.1 Discontinuance of Premium / Surrender during the Lock-in Period**

If the due Premium is not received by the expiry of the Grace Period, the Fund Value less applicable Discontinuance Charges will be transferred to the DPF and the risk cover under the Policy will cease. On such Discontinuance, the Company shall communicate the status of the Policy within 3 months of the first unpaid premium, to the Policyholder and provide the option to revive the Policy within the Revival Period.

- (a) In case the Policyholder opts to revive but does not revive the Policy during the Revival Period, the proceeds of the DPF shall be paid to the Policyholder at the end of the Revival Period or Lock-in Period whichever is later and the Policy will terminate upon such payment. In respect of Revival Period ending after Lock-in Period, the Policy will remain in DPF till the end of Revival Period. The FMC of the DPF will be applicable during this period and no other charges will be applied.
- (b) In case the Policyholder does not exercise the option as set out above, the Policy shall continue without any risk cover and the policy fund shall remain invested in the DPF. At the end of the Lock-in Period, the proceeds of the DPF shall be paid to the Policyholder and the Policy shall terminate.
- (c) However, the Policyholder has an option to surrender the Policy anytime and proceeds of the discontinued policy shall be payable at the end of Lock-in Period or date of surrender whichever is later.

Until the expiry of Grace Period, the Policy is deemed to be in-force with benefits and applicable charges continuing as per terms and conditions of the Policy.

For an inforce Policy, if a surrender request is received within the first 5 policy years, the Fund Value after deduction of applicable Surrender Charges is transferred to the DPF and the proceeds of discontinued policy shall be refunded to the Policyholder only after completion of Lock-in Period. On surrender, the Policy will be terminated and cannot be revived thereafter.

**3.2.2. Discontinuance of Premium / Surrender after the Lock-in Period**

If the due Premium is not received by the expiry of the Grace Period, the Policy shall be converted into a Reduced Paid-up Policy with the Paid-up Sum Assured. The Policy shall continue to be in Reduced Paid-up status. All applicable charges as per terms and conditions of the Policy shall be deducted during the Revival Period. Upon such Discontinuance, the Company shall communicate the status of the policy within 3 months of the first unpaid premium, to the Policyholder and provide the following options:

- 1. Revive the Policy within the Revival Period;

## 2. Complete withdrawal of the Policy

In case the Policyholder opts for 3.2.2 (1) above but does not revive the Policy during the Revival Period, the Fund Value shall be paid to the Policyholder at the end of the Revival Period or at the end of the Policy Term, whichever is earlier and the Policy will terminate upon such payment.

In case the Policyholder does not exercise any of the options as set out above, the Policy shall continue to be in Reduced Paid-up status. The Fund Value shall be paid to the Policyholder at the end of the Revival Period or at the end of the Policy Term, whichever is earlier and the Policy will terminate upon such payment.

However, the Policyholder has an option to surrender the Policy anytime and Fund Value shall be payable.

In case the Policyholder opts for Clause 3.2.2.2 the Policy shall be treated as surrendered and dealt with in accordance with Clause 3.4.2 of the Policy.

Until the expiry of Grace Period, the Policy is deemed to be in-force with benefits and applicable charges continuing as per terms and conditions of the Policy.

However, If the policyholder has informed a Total and Permanent Disability claim, then the policy shall not be discontinued, till a decision is taken on the claim by the Company. No premium will be accepted by the company between the date of information of Total and Permanent Disability claim and date of acceptance (or rejection as the case may be) of the Total and Permanent Disability claim. During this period all charges will continue to be deducted from the fund including mortality and other risk charges. If the claim is rejected by the company and a premium is due the company will send a notice within a period of 15 days from the date of rejection of the Total and Permanent Disability claim to the policyholder to exercise the said options as applicable as per section 3.2.1 & 3.2.2 above within a period of 30 days of receipt of such notice.

### 3.3. **Transfer of the Fund Value to the Discontinued Policy Fund**

During the Grace Period all Benefits including the right to Partial Withdrawals under this Policy shall continue to apply and all the Charges shall continue to be deducted. If the Policy is discontinued during the Lock-in Period, then the Company shall transfer the Fund Value subject to deduction of Discontinuance Charges (as applicable) into the Discontinued Policy Fund.

### 3.4. **Surrender & Surrender Value**

3.4.1 The policy can be surrendered at anytime. On surrender, the life cover under the policy shall expire, policy shall terminate and cannot be revived thereafter. If the policy is surrendered before completion of the Lock-in Period, the Fund Value under the Policy will be transferred to the Discontinued Policy Fund subject to deduction of applicable Surrender Charges and will be paid to the policyholder at the end of the Lock-in Period. The Company will pay atleast the minimum guaranteed interest rate on the funds in the Discontinued Policy Fund. In case death of the Life Assured occurs post Surrender within the Lock-in Period, proceeds of the discontinued policy fund as on the date of intimation of death claim by the Company shall be payable to the Claimant. For an inforce Policy, if a surrender request is received post 5 policy years, the Fund Value shall be payable. On surrender, the Policy will be terminated and cannot be revived thereafter.

3.4.1. On payment of surrender value by the Company, the Policy shall terminate immediately and the Company will be relieved and discharged from all obligations under the Policy.

### 3.5. **Auto termination of Policy**

Notwithstanding any other Clause in this Policy and provided the Policyholder has paid Regular Premium due for the first Five (05) Policy Years, if the Fund Value at anytime during the Policy Term falls below the equivalent of one (1) Annual Premium on any monthly policy anniversary due to poor market performance, this Policy shall terminate automatically and the Fund Value as on the date of such termination shall be payable to the Policyholder. On such payment, all rights and benefits under the Policy will automatically cease and no surrender charge will be deducted in such cases. This clause shall however not apply in case a Total & Permanent Disability claim registered and is under evaluation.

## 4. **Revival Of Policy**

4.1.1. In case due premiums are not paid before end of the Grace Period, the Policyholder can apply for revival of the policy by submitting an application along with all due premiums, during the Revival Period. Acceptance of the application for revival shall be subject to underwriting by the Company. The Company reserves the right to revive the policy either on its original terms and conditions or on such other or modified terms and conditions as per the Companies underwriting decision. The revival shall be effective from the date when the Company communicates the same in writing to the Policyholder. Units against premium received for revival shall be allocated on the basis of the NAV applicable on the later of the following two dates (i) date of acceptance of the revival application by the Company; or (ii) date of realization of all the due premiums for revival.

4.1.2. The Policy shall be revived subject to the conditions mentioned below:

- (a) A policy can be revived any time before the end of Policy Term and within the revival period
- (b) Revival shall be subject to the underwriting as per Company's board approved underwriting guidelines.
- (c) The revival of the policy will be effective after company's approval is communicated.

#### **4.2 Revival of a Policy discontinued during the Lock-in period:**

Where the Policyholder exercises the option to Revive the discontinued policy, the policy can be revived by restoring the risk cover along with the investments made in the segregated funds as chosen by the Policyholder, out of the discontinued policy fund, less the applicable charges in accordance with the terms and conditions of the Policy. At the time of revival the Company shall:

- (a) Collect all due and unpaid premiums without charging any interest or fee;
- (b) Levy policy administration charge and premium allocation charge as applicable during the discontinuance period. No other charges shall be levied;
- (c) Add back to the Fund Value, the discontinuance charges deducted at the time of discontinuance of the policy;
- (d)

#### **4.3 Revival of a Policy discontinued after the Lock-in Period (Revival of a Reduced Paid-up Policy) :**

Where the Policyholder exercises the option to revive policy, the policy can be revived by restoring original risk cover in accordance with the terms and conditions of the policy. At the time of revival, the company shall:

- (a) Collect all due and unpaid premiums without charging any interest or fee;
- (b) Levy premium allocation charge as applicable during the discontinuance period. No other charges shall be levied;

4.4 Notwithstanding anything to the contrary contained elsewhere in this Policy, the Company reserves the right to revive the Policy either on its original terms and conditions or on such other or modified terms and conditions as the Company deems fit, or to reject the revival. The decision of the Company in this regard shall be final and binding on the Policyholder. The revival shall be effective from the date when the Company specifically communicates the same in writing to the Policyholder.

4.5 Units against Premium received for revival shall be allocated on the basis of the NAV applicable on the later of the following two (2) dates (i) date of acceptance of the revival application by the Company's underwriters; and (ii) date of realization of all the due installments of Premium paid for revival to the Company.

### **5 Unit Account, Unit Statement And Annual Statement**

**5.4 Unit Account:** For the purpose of this Policy, the Company will maintain an account called the Unit Account, to which the Premiums received under this Policy, shall be credited in the respective Unit Linked Funds in the proportion as chosen by the Policyholder, net of applicable Charges. The amount so credited shall be utilized for purchase of Units at the applicable NAV in the Unit Linked Fund offered by the Company under this Policy.

**5.5 Unit Statement:** The Company shall issue to the Policyholder, a unit statement showing the details of Units held and particulars of credits and debits in respect of the Unit Account on every Policy Anniversary as well as whenever a transaction in the nature of receipt of Regular Premium, Partial Withdrawal or payment of Benefits takes place. The Policyholder may authorize the Company to send the unit statement on e-mail and the statement sent to such e-mail id of the Policyholder provided to the Company shall be considered as a valid discharge of the Company's obligations under this Clause.

**5.6 Annual Report:** The Company shall also issue an annual report covering the performance of the Unit Linked Fund during the preceding financial year in relation to the economic scenario and market developments including particulars like investment strategies and risk control measures, changes in interest rates, tax rates, etc affecting the investment portfolio.

### **6 CHARGES**

6.4 Subject to the other terms and conditions mentioned herein, during the Policy Term, the Company shall levy the Charges as detailed in Annexure 1. The Company reserves the right to revise the Charges, with the prior approval of the Authority, subject to the maximum limits mentioned against each Charge in Annexure 1 hereto. All Charges mentioned herein are subject to applicable taxes and levies (present or future), including Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme, which shall be borne by the Policyholder.

6.5 All Charges, other than the Fund Management Charges, Miscellaneous Charge and the Premium Allocation Charges, shall be recovered by cancellation of required number of Units from the respective Unit Linked Fund on the date on which such Charges fall due. Fund Management Charge shall be recovered by adjusting the Unit Price. Premium Allocation Charge shall be recovered by deduction from the amount of the Premium received prior to allocation of the Premium into Units. Miscellaneous Charge can be also paid in cash by the Policyholder.

### **7 UNIT LINKED FUNDS**

7.4 The Unit Linked Fund(s) offered by the Company as at the Policy Commencement Date and the indicative portfolio allocations and risk profiles of such Unit Linked Fund(s) are as follows:

1. **India Multi-Cap Equity Fund (SFIN: ULIF01816/08/16IMCAPEQFND136)**

Assets	Minimum	Maximum	Risk profile	Objective
Equity	60%	100%	High	To generate capital appreciation in the long term through equity investments by investing in a diversified portfolio of small cap, mid cap and large cap companies.
Money Market	NIL	40%		

2. **Equity II Fund (SFIN: ULIF00607/01/10EQUITYIIFND136)**

Assets	Minimum	Maximum	Risk Profile	Objective
Equity	60%	100%	High	Generate long-term capital appreciation from active management of a portfolio invested in diversified equities.
Money Market	Nil	40%		

3. **Growth Plus Fund (SFIN: ULIF00913/09/10GROWTPLFND136)**

Assets	Minimum	Maximum	Risk Profile	Objective
Equity	50%	90%	Medium to High	Achieve capital appreciation by investing predominantly in equities, with limited investment in Fixed Income Securities
Debt Securities	10%	50%		
Money Market	Nil	40%		

4. **Balanced Plus Fund (SFIN: ULIF01013/09/10BLNCDPLFND136)**

Assets	Minimum	Maximum	Risk profile	Objective
Equity	30%	70%	Medium	Generate capital appreciation and current income, through a judicious mix of investments in equities and fixed income securities.
Debt Securities	30%	70%		
Money market	Nil	40%		

5. **Debt Plus Fund (SFIN: ULIF01115/09/10DEBTPLFUND136)**

Assets	Minimum	Maximum	Risk Profile	Objective
Debt Securities	60%	100%	Low to Medium	Earn regular income by investing in high quality Debt securities.
Money Market	Nil	40%		

6. **Liquid Fund (SFIN: ULIF00514/07/08LIQUIDFUND136)**

Assets	Minimum	Maximum	Risk Profile	Objective
Debt Securities*	Nil	60%	Low	Generate reasonable returns commensurate with low risk and a high degree of liquidity.
Money Market	40%	100%		

7. **Discontinued Policy Fund\*\* (SFIN: ULIF01319/09/11POLDISCFIND136)**

Assets	Minimum	Maximum	Risk profile	Objective
Government Securities	60%	100%	Low	To generate reasonable returns on funds from discontinued policies determined in accordance with the Regulations.
Money market	0%	40%		

\* Debt Securities under Liquid Fund shall only comprise of short term securities.

\*\* The Fund Management Charges (FMC) on Discontinued Policy Fund shall be as declared by the Authority from time to time. Currently, the FMC for DPF shall not exceed 0.50% per annum. These are subject to revision as guided by Authority from time to time. The said fund cannot be opted by the Policyholder but shall be applicable in accordance with Discontinuance of Policy.

7.5 Subject to investment norms and policies of the Company in effect from time to time and applicable Regulations, the Company shall have the discretion to select the investments and/or make the investments under each Unit Linked Fund, having regard to the investment objectives of the respective Unit Linked Fund. Subject to as aforesaid, the Company shall have absolute discretion to formulate its investment policies and make investments and to deal with all matters in relation to the Unit Linked Funds. The Company shall have absolute legal and beneficial ownership of all investments and assets of the Unit Linked Fund (s).

7.6 The Company may also at its discretion, subject to prior approval of the Authority and the Policyholder close or discontinue any of the Unit Linked Funds on the happening of events including but not limited to extreme volatility of markets/Force Majeure conditions, which in the opinion of the Company warrants such discontinuance or closure. In the event of closure or discontinuance of any Unit Linked Fund, the Company shall give the Policyholder prior intimation of atleast three (3) months stating the Company's intention to discontinue or close a Unit Linked Fund. In case of a discontinuance or closure of Unit Linked Funds as mentioned above, the Company shall provide the Policyholder the option of switching to other Unit Linked funds offered by the Company free of cost, and such options may be exercised by the Policyholder within the time limits provided by the Company. In the event of a Policyholder not exercising his option to switch to another Unit Linked Fund, the Company shall be entitled to switch the Funds to another Unit Linked Fund at its discretion, subject to prior approval from the Authority. The Company may at a later date subject to prior approval of IRDA introduce a new Unit Linked Fund, apart from those mentioned in Clause 7.1. The Policyholder shall be entitled to switch to the said newly introduced Unit Linked Fund as any other Fund mentioned in Clause 7.1 subject to such terms and conditions that may be approved by the Authority.

The term "Force Majeure" refers to situations beyond the control of parties to contract including Acts of State, changes to laws/regulations, Acts of God including natural calamities, or other circumstances beyond the control of the parties to contract like war, external aggression etc which precludes a party to contract from fulfilling his obligations under the contract. The onus of proving that a party was precluded from performing his obligations under a contract on account of Force Majeure conditions lies on such party who set up the plea of Force Majeure.

## 8 RISK FACTORS

8.4 This Policy is issued on the express understanding that the investments are subject to the following risks among others and the Policyholder has opted for this Policy with full knowledge of such risks including:

- (i) The names of the Unit Linked Funds do not in any manner indicate the quality of the Unit Linked Funds or their future prospects or returns. The Unit Linked Funds do not offer any guarantee or assure any guaranteed return.
- (ii) Investments in Units are subject to market and other risks. Investment risk in investment portfolio is borne by the Policyholder. There is no assurance that the objects of the Unit Linked Funds will be achieved.
- (iii) The Unit Price of the Units may fluctuate depending on factors and forces affecting the capital markets and the level of interest rates prevailing in the market.
- (iv) Past performance of the Unit Linked Fund and other plans of the Company are not indicative of future performance of any of these Unit Linked Funds.

8.5 All Benefits payable under this Policy are subject to tax laws and other fiscal enactments in effect from time to time.

## 9 UNITS

9.4 The Units shall have a nominal value of Rupees ten ( ₹ 10/-) each at the inception of the Unit Linked Fund. The Units shall be purchased and cancelled at the Unit Price applicable to the date of transaction as per these terms and conditions. The Unit Price shall be computed to three (3) decimal points. Units will be allocated up to four (4) decimal points. The Unit Price will be declared as soon as may be possible after close of every Business Day.

### 9.5 Allocation of Units

- (i) Units against the first Premium received by the Company shall be allocated on the Policy Commencement Date after deduction of applicable Charges.
- (ii) Allocation of Units against subsequent Regular Premiums, shall be made on the basis of the closing NAV of the following dates or premium due date whichever is later:
  - (a) Closing NAV of the same day in case of payments by local cheques or demand drafts received at the Office of the Company at or before 3.00 PM on any Business Day.
  - (b) Closing NAV of the subsequent Business Day in case of payments received by local cheques or demand drafts at the Office of the Company post 3.00 PM on any Business Day.
  - (c) Closing NAV of the date of realization by the Company in case of payments made by outstation cheques or through ECS including payments made through Credit/ Debit Cards, Standing Instructions and Auto Debits..
- (iii) All requests for partial withdrawals, Surrenders, Switches, and all intimations pertaining to claim of Benefits shall be in writing, submitted at any of the Company's Offices. In case of partial withdrawal, Switch or Surrender requests received at the Company's Office prior to 3.00 PM on any Business Day, the same would be processed based on the closing NAV of that day. The closing NAV of the next Business Day would be applied in case of all requests received at the Company's Offices after 3.00 PM on any Business Day. For Premium Funding Benefit, in case of death claim, closing NAV of the date of subsequent Premium Due Date falling post registration of death claim shall be applicable.
- (iv) For Premium Funding Benefit, in case of Total & Permanent Disability claim, closing NAV of subsequent date (after acceptance of claim) shall be applicable.

- (v) All requests for Safety Switch Option, Milestone Withdrawal, Automatic Fund Rebalancing shall be processed at the prevailing NAV of the date on which such switch/pay-out is affected.
- (vi) The above cut-off timings are as per regulations prevailing on the Policy Commencement Date, which can change from time to time subject to change in regulations.

## **9.6 Computation of Net Asset Value**

Net Asset Value shall be calculated on all Business Days in accordance with the Authority's guidelines in force from time to time. As per the guidelines of the Authority prevailing on the Policy Commencement Date, Net Asset Value will be calculated as follows:

$$\frac{\{(\text{Market Value of investment held by the fund} + \text{Value of Current Assets}) - \text{Value of Current Liabilities \& provisions, if any}\}}{\text{Number of Units existing on Valuation Date (before creation/redemption of Units)}}$$

## **9.7 Valuation of Unit Linked Funds**

The calculation made by the Company in regard to the valuation of its Unit Linked Funds is final and binding for all purposes except in case of manifest error. The valuation of assets of the Unit Linked Funds shall be made as per the applicable Regulations and valuation norms of the Company in effect from time to time.

## **10 AGE ADMISSION**

The Age of the Life Assured has been admitted on the basis of the declaration made by the Policyholder in the Proposal and/or in any statement, supporting document/proof provided in this regard. If the Age of the Life Assured is found to be different from that declared, the Company may, adjust the Regular Premium and/or the Benefits under this Policy and/or recover the additional amounts, if any due, as it deems fit. This Policy shall however become void from the Policy Commencement Date, if the Age of the Policyholder at the Policy Commencement Date is found to be higher than the maximum or lower than the minimum entry Age that was permissible under this Policy at the time of its issue and the Fund Value if any, shall be returned to the Policyholder subject to deduction of applicable Charges.

## **11 PARTIAL WITHDRAWAL**

- 11.4 Minimum 04(four) partial withdrawals in a policy year starting from sixth (6<sup>th</sup>) policy year onwards shall be provided free of charge and any subsequent partial withdrawals within the policy year shall be charged as provided in Annexure 1. The minimum amount that may be partially withdrawn in any one transaction shall be Rupees Ten Thousand (Rs 10,000/-). Partial withdrawal at any time shall not result in the Fund Value after availing the partial withdrawal going below one hundred twenty percent (120%) of the Annual Premium payable under this Policy. Any Partial Withdrawal made shall be net of Partial Withdrawal Charges, as provided in Annexure 1. Unused free partial withdrawals in a Policy Year cannot be carried forward to the subsequent Policy Year(s).
- 11.5 No Partial Withdrawal shall be allowed if this Policy is assigned as per Clause 20.1, during the Settlement Period and registration of death claim as per Clause 2.1.
- 11.6 Partial Withdrawal shall be allowed in case Safety Switch Option, Milestone Withdrawal or Auto Fund Rebalancing option is operational;
- 11.7 Partial Withdrawal is allowed if the claim is accepted under Clause 2.3.

## **12 MILESTONE WITHDRAWAL OPTION**

- 12.4 The Policyholder may while submitting the proposal for insurance or at any time during the Policy Term but at least five (5) Policy Years before the Maturity Date opt for Milestone Withdrawal option. This option shall be available only for the policies with 15/20/25 Policy Term.
  - 12.5 If Milestone Withdrawal is opted for, in the last 5 Policy Years, 15% of available Fund Value shall be paid to the Policyholder/beneficiary annually. The transfer can be through cheque or electronic transfer as selected by the Policyholder.
  - 12.6 In case Policyholder dies while the Milestone Withdrawal option has started, the amounts as per the Milestone Withdrawal option shall be paid to the Beneficiary (or appointee, in case beneficiary is minor).
  - 12.7 In case the policyholder wants to opt out of this option, he can do so anytime, even after the Milestone Withdrawal under this option has started.
  - 12.8 As the Fund Value keeps reducing by each payout under this option, Maturity Benefit will be the remaining Fund Value as on the Maturity Date post all the payouts under the Milestone Withdrawal option during last 5 years. The Policyholder can opt for the settlement option on this balance Fund Value.
  - 12.9 At any given time, the remaining Fund Value in the Policy should be at least 120% of the Annualized Premium. In case the remaining Fund Value falls below 120% of Annualized Premium, the Milestone Withdrawals shall be stopped.
  - 12.10 Milestone Withdrawals will be considered as normal Partial Withdrawals for the purpose of counting the number of Partial Withdrawals under the free Partial Withdrawal limits permissible. In case the policyholder carries out further Partial Withdrawals in addition to the withdrawals under this option, these will attract Partial Withdrawal charges as specified in Annexure 1.
- 13 Milestone Withdrawals do not impact Switching, Redirection, Safety Switch Option, Auto Fund Rebalancing or Settlement Option. These can be exercised as permitted under this Policy.

## **14 REDIRECTION**

- 14.4 The Policyholder shall have the option to redirect the allocation of future Regular Premium into one or more Unit Linked Funds available for investment in a different investment pattern from the option exercised previously. Redirection can be exercised only once during each Policy Year and will be effective from the next Policy Anniversary falling after the date of receipt of a request from the Policyholder by the Company.
- 14.5 Requests for Redirection shall be made by duly completing the forms prescribed by the Company in this regard, and delivering the same at the Offices of the Company.
- 14.6 Request for Redirection cannot be made post death of the Life Assured. However, it can be done in case Premium Funding Benefit is on due to occurrence of Total and Permanent Disability.
- 14.7 If Safety Switch Option is opted but not operational then Redirection request would not have any impact on the same.
- 14.8 Request for Redirection for future Premiums shall become ineffective if Safety Switch Option is operational.
- 14.9 Auto Funds Rebalancing option if chosen shall become ineffective once the request for Redirection is made.

## 15 SWITCHING

- 15.4 The Policyholder may change the investment pattern of the available unit account by shifting from one Unit Linked Fund to another (in whole or in part). The minimum amount requested to be switched or value of Units requested to be switched shall be Rupees Ten Thousand (Rs 10,000/-). Requests for switching may indicate the percentage of Units in the respective funds to be switched or the amount representing the value of Units to be switched. Six (6) Switches in any given Policy Year or in any year during the Settlement Period shall be availed free of cost and thereafter the switching charge as per Annexure 1 shall be levied on the subsequent switches in a policy year. The unused free Switches in a Policy Year cannot be carried forward to the next Policy Year during the Policy Term or to subsequent years during the Settlement Period.
- 15.5 Request for Switching cannot be made post death of the Life Assured. However, it can be done in case Premium Funding Benefit is on due to occurrence of Total and Permanent Disability.
- 15.6 Requests for switching shall be made by duly completing the forms prescribed by the Company in this regard, and delivering the same at the Offices of the Company.
- 15.7 Request for Switching can be made even if Milestone Withdrawal option is chosen by the Policyholder under this Policy.
- 15.8 On the request of Switching, if Safety Switch Option is chosen and is operational then the same shall terminate and can be revived only with fresh request. This termination of Safety Switch Option shall be treated as a separate Switch and would be subject to applicable Switching Charge. However, if the request for Switching is made and Safety Switch Option is chosen but is not operational then the Safety Switch Option chosen shall not be affected.
- On the request of Switching, Auto Rebalancing Option, if chosen and is operational, then the same shall terminate and can be revived only with fresh request. This termination of Auto Rebalancing Option shall be treated as a separate Switch and would be subject to applicable Switching Charge.

## 16 SAFETY SWITCH OPTION

- 16.4 The Policyholder may at any time during the Policy Term but atleast four (4) Policy Years before the Maturity Date, opt for the Safety Switch Option, by giving an intimation to the Company and Funds under this Policy shall move to relatively low risk Liquid Fund in last four (4) Policy Years as per the following schedule:

Policy Years*	Fund allocation in funds other than Liquid Fund	Liquid Fund allocation
0 to T-3 years	100%	0%
T-3 years	70%	30%
T-2 years	40%	60%
T-1 years	10%	90%
T	0%	100%

\* Allocation percentages are as on the beginning of the year Where "T" is policy term

- 16.5 If any money has been allocated in the Liquid Fund at any time, it will not be impacted or considered for Safety Switch Option.
- 16.6 Redirection of Premium cannot be exercised when the Safety Switch Option is in force.
- 16.7 Settlement Option can be opted by the Policyholder even if Safety Switch Option is operational.
- 16.8 Only the policyholder can select this option. Any exercise of opting in or opting out of this option, post policy issuance will be considered as a Switch, and Switching Charges shall be applicable as per Annexure 1.
- 16.9 If Partial Withdrawal is made, Safety Switch Option shall be exercised only on the balance of the remaining Funds.
- 16.10 Auto fund rebalancing and Safety Switch Option cannot be exercised simultaneously. Hence, Auto Fund Rebalancing, if opted for earlier, will cease to exist once Safety Switch Option is chosen.

## 17 AUTO FUND REBALANCING

- 17.4 The Policyholder can choose this option at inception or anytime later in the policy. Any exercise of opting in or opting out of this option, post policy issuance will be considered as a switch, and charges shall be applicable as Annexure 1.
- 17.5 If Auto Fund Rebalancing is opted for, at the end of every policy quarter, this feature automatically rebalances the allocation of the investments in various Funds to the allocation proportions chosen by the Policyholder.
- 17.6 Only the Policyholder can select this option. Auto Fund Rebalancing will cease to exist in case a manual Switch or Redirection facility is exercised. In case the Policyholder wants to continue with Auto Fund Rebalancing, he will be required to submit a new request for opting this.
- 17.7 In case the Policyholder opts for Partial Withdrawals or Milestone Withdrawal options, Auto Fund Rebalancing will be done on the remaining Funds.

**17.8** Auto Fund Rebalancing and Safety Switch Option cannot be exercised simultaneously. Hence, Auto Fund Rebalancing will cease to exist once Safety Switch Option is operational in last 4 policy years.

## **18 TOP UP**

No top ups are allowed under this Policy.

## **19 OWNERSHIP OF THIS POLICY**

19.4 All options, rights and obligations under this Policy vest with the Policyholder and shall be discharged by the Policyholder.

19.5 The Policyholder shall in the Proposal name his natural or legally adopted child, who shall be Minor, as the Beneficiary.

19.6 The Policyholder shall also name an Appointee to receive the Benefits, if payable under this Policy on behalf of the Beneficiary during the minority of the Beneficiary and to give a discharge in respect of such Benefits to the Company.

19.7 All options, rights and obligations under this Policy vest with the Policyholder, and shall be discharged only by the Policyholder.

19.8 In the event of the Life Assured's death, the Beneficiary or Appointee, as the case may be, shall be entitled to receive Benefits under this Policy but shall have limited rights to make requests for change of address and contact details only.

19.9 In the event of the Beneficiaries death post death of the Life Assured, the Policy shall be terminated if the Premium Payment Term is over and Benefits under the Policy shall be paid to the legal heirs of the Life Assured. In case Premium Payment Terms is not over, then the Policy shall continue till the end of the Premium Payment Term and would be terminated subsequently post expiry of the Premium Payment Term.

19.10 If the Beneficiary named in the Policy Schedule predeceases the Life Assured during the Policy Term, the Policyholder shall name another child (natural or legally adopted) as the Beneficiary. In absence of another child any other person who has insurable interest on the Life Assured can be nominated as the Beneficiary under this Policy, and such person shall have the same rights in respect of this Policy as the Beneficiary originally named in the Policy Schedule.

19.11 After the end of the Premium Payment Term, if the Life Assured also dies post death of the Beneficiary without naming the new Beneficiary, then Policy shall be terminated immediately and Benefits shall be paid to the legal heirs of the Life Assured.

19.12 Before the end of the Premium Payment Term, if the Life Assured also dies post death of the Beneficiary without naming the new Beneficiary, then Premium Funding Benefit shall start and continue till the end of Premium Payment Term. Post Premium Payment Term Policy shall be terminated immediately and Benefits shall be paid to the legal heirs of the Life Assured.

## **20 ASSIGNMENT AND NOMINATION**

20.4 An assignment of the Policy may be made as per section 38 of the Insurance Act, 1938 by an endorsement upon the Policy itself or by a separate instrument signed in either case by the assignor specifically stating the fact of assignment and duly attested. Only the Policyholder may make the first assignment. Such assignment shall be effective, as against the Company, from and upon the service of a written intimation upon the Company and the Company accepting and recording the assignment on the Policy. In case of assignment under this Policy, the assignee shall not be entitled to increase or decrease the Sum Assured. In registering an assignment, the Company does not accept any responsibility or express any opinion as to its validity or legal effect. An assignment of the Policy shall automatically cancel all nominations made under Clause 20.2 below. Notwithstanding, an Assignment under this Policy, the Life Assured named as such in the Policy Schedule shall always remain the same.

### **20.5 Nomination**

The Beneficiary named as such in the Policy Schedule shall be nominee under this Policy, appointed in accordance with Section 39 of the Act. The Policyholder shall also name an Appointee to receive the Benefits, if payable under this Policy on behalf of the Beneficiary during the minority of the Beneficiary and to give a discharge in respect of such Benefits to the Company.

Any payment made by the Company in good faith to such surviving Beneficiary or the legal heirs of the deceased Life Assured shall discharge the Company fully of its liability to make payment of Benefits under this Policy.

## **21 GENERAL CONDITIONS**

**21.4 No Participation in surplus or profits.** This Policy does not confer any rights on the Policyholder to participate in surplus or profits of the Company.

**21.5 Review, revision.** The Company reserves the right to review, revise, delete and / or alter any of the terms and conditions of this Policy, including without limitation the Benefits, the Charges other than those charges which are specifically stated to remain unchanged in this Policy, the method, manner and timing of levy or recovery of the Charges or valuation of the investments and / or assets of the Unit Linked Fund and / or determination of the Unit Price, with the prior approval of the Authority. The terms of this Policy shall also stand modified from time to time, to the extent of changes to the Regulations affecting the terms and conditions of this Policy.

### **21.6 Exclusions.**

4.1.3. **Suicide Exclusion.** In case of death due to suicide within 12 months from the date of commencement of the Policy or from the date of the revival of the Policy, the nominee of the Policyholder shall be entitled to fund value, as available on the date of intimation of death. Further, any charges other than Fund Management Charges recovered subsequent to the date of death of the Life Assured shall be added back to the Fund Value as available on the date of intimation of death. The Policy will terminate upon payment of such benefit amount.

**21.6.1 Total & Permanent Disability Exclusion.** Total & Permanent Disability claim arising directly or indirectly from any of the following events is specifically excluded:

- i. Caused wholly or partly due to an Acquired Immuno- Deficiency Syndrome (AIDS) or infection by any Human Immunodeficiency Virus (HIV).
  - ii. The Life Assured taking part in any hazardous sport or pastimes (including hunting, mountaineering, racing, steeple chasing, bungee jumping, etc)
  - iii. The Life Assured flying in any kind of aircraft, other than as a bonafide passenger (whether fare-paying or not) on an aircraft of a licensed airline
  - iv. Self-inflicted injury, attempted suicide - whether sane or insane
  - v. Under the influence or abuse of drugs, alcohol, narcotics or psychotropic substance not prescribed by a registered medical practitioner
  - vi. Service in any military, air force, naval, police, paramilitary or similar organisation
  - vii. War, civil commotion, invasion, terrorism, hostilities (whether war be declared or not)
  - viii. The Life Assured taking part in any strike, industrial dispute, riot, etc.
  - ix. The Life Assured taking part in any criminal or illegal activity.
  - x. Nuclear reaction, radiation or nuclear or chemical contamination
- 21.7 Loans:** No loans will be admissible under this Policy.
- 21.8 Release and discharge.** The Policy will terminate automatically on payment of the Death Benefits or Maturity Benefits or the Surrender Value, as the case may be, and the Company will be relieved and discharged from all obligations under this Policy thereafter.
- 21.9 Limitation of Liability.** Except in the case of a claim for Death Benefit, the maximum liability of the Company under this Policy shall not, in any circumstances, exceed the Fund Value.
- 21.10 Grievance Redressal /Complaints.** The contact details and procedure to be followed in case of any grievance in respect of this Policy is provided in the enclosed document titled as "Grievance Redressal".
- 21.11 Taxes, duties and levies.** It shall be the sole responsibility of the Policyholder/Claimant to ensure compliance with all applicable provisions of the Regulations, including taxation laws, and payment of all applicable taxes in respect of the Premium and Benefits or other payouts made or received by the Policyholder/Claimant under this Policy and the Company does not accept any liability or responsibility in this regard. Except as may be specifically required by the Regulations, the Company shall not be responsible for any tax liability arising in relation to this Policy, the Premium payable or the Benefits or other payouts made in terms of this Policy. The Company shall be entitled to deduct such amounts towards taxes, duties or such other levies as may be required from any sum received by it or payable under this Policy, and deposit the amount so deducted with the appropriate government or regulatory authorities.
- 21.12 Disclosure of information.** If the Policyholder or Nominee or anyone acting for any of them or with their knowledge makes any misleading, false or fraudulent claim then the Company shall be entitled to terminate this Policy by paying the surrender value.
- 21.13 Fraudulent Claims.** If the Policyholder or Nominee anyone acting for any of them or with their knowledge makes any misleading, false or fraudulent claim then the Company shall be entitled to terminate this Policy by paying the surrender value.
- 21.14 Communication and Dispatch.** We will send you the policy document in accordance with the applicable laws. We will send the communication or notices to you either in physical or electronic mode (including sms) at your registered address/email id or registered mobile number provided by you in proposal form or otherwise notified to us. Any change in the registered address/email or registered mobile number of Policyholder or Claimant must be notified to Us immediately.
- 21.15 Loss of Policy document –** The Company will replace a lost policy document when the Company is satisfied that the Policy Document is lost. However the Company reserve the right to make investigations and to call for evidence of the loss of the policy document, as the Company may consider necessary before issuing a duplicate policy document. The Company may also charge a fee for the issue of a duplicate policy. Free look cancellation will not be allowed for duplicate policy document issued to the Policyholder. However the Company may permit free look cancellation in such cases where after investigation, it is evident that the Customer has not received the original policy bond.
- 21.16 Electronic Transactions.** In conducting electronic transactions, for and in respect of this Policy, the Policyholder shall adhere to and comply with all such terms and conditions as prescribed by the Company. Such electronic transactions are legally valid and shall be binding on the Policyholder
- 21.17 Entire Contract.** This Policy comprises the terms and conditions set forth in this Policy document, the Policy Schedule and the Annexure applicable to this Policy and the endorsements, if any, made on or applicable to this Policy, which shall form an integral part and the entire contract, evidenced by this Policy. The liability of the Company is at all times subject to the terms and conditions of this Policy and the endorsements made from time to time. Subject to applicable regulations, in the event of any inconsistency between the terms and conditions set forth in this Policy document and the terms and conditions set forth in any other document, the terms and conditions set forth in this Policy shall prevail.
- 21.18 Governing Law and Jurisdiction.** This Policy shall be governed by and interpreted in accordance with the laws of India.
- 21.19 Section 45 of the Insurance Act, 1938.** No policy of life insurance effected before the commencement of this Act shall, after the expiry of two (2) years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two (2) years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the Policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policyholder and that the Policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose. Provided that nothing in this section shall prevent the insurer from calling for proof of Age at any time if it 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 Policyholder was incorrectly stated in the Proposal.
- 21.20 Free look period:** The Policyholder has the right to cancel the policy within 15 days from the date of receipt of the policy document, in case he/she does not agree with the terms and conditions of the policy. If the policyholder cancels the policy during free look period, the Company will refund the fund value on the date of cancellation plus the un-allocated premium (if any) plus any charge deducted by cancellation of units, after deducting proportionate risk charges and expenses incurred on medicals (if any) and stamp duty. In cases where the Policy is offered through distance marketing mode as defined under IRDA Guidelines on Distance Marketing of Insurance Products, the free look provision shall be available for a period of 30 days from the date of receipt of the Policy Document.

**ANNEXURE 1: Charges**

(i) **Mortality Charge** shall be levied on monthly basis by way of cancellation of Units at the beginning of each policy month.

A. During the Policy Term,

The Mortality Charge shall apply on the sum at risk (SAR) which shall be computed as higher of the following, for an inforce policy:

- (ii)
1. Sum Assured + present value of future Premiums, or
  2. 105% of all premiums paid by the Policyholder.

However, for Reduced Paid-up policy, the SAR will be computed as the higher of:

1. Paid-up Sum Assured, or
2. 105% of the all premiums paid by the Policyholder.

If the Policyholder has chosen Option II (Both Death and TPD Cover) and TPD claim is accepted by the Company, the mortality charge shall apply on the revised sum at risk which will be higher of:

1. Sum Assured, or
2. 105% of the all premiums paid by the Policyholder.

B. During the Settlement Period

SAR is computed as higher of:

1. 105% of all premiums paid less Fund Value; or
2. Zero

However, where death has occurred during the Policy Term, SAR will be zero.

The rates of Mortality Charge as applicable are shown in Annexure 2. These rates would remain unchanged during the entire Policy Term. The Present value of future premiums will be calculated as per formula given Clause (ii) below.

(iii) **Total & Permanent Disability Charge:** If option II is opted there will be an additional Total & Permanent Disability Charge which shall be levied on monthly basis by way of cancellation of Units. This Charge shall apply on the sum at risk which shall be equal to the present value of the future premiums.

Present value of future premiums = Annual Premium multiplied by present value factor corresponding to number of Premiums outstanding in the table as shown in Annexure 3

The rate for calculating Total & Permanent Disability Charge is 0.165 per annum per ` 1,000 sum at risk. This charge is same for all ages and both males and females.

(iv) **Premium Allocation Charge** is a percentage of the Premium received and is charged at the time of receipt of the Premium. Premium Allocation Charge is as follows, which shall remain unchanged during the entire Policy Term:

Policy Year	Allocation Charge (Without ECS/SI)	Allocation Charge (With ECS/SI)
Year 1	8.40%	8.25%
Year 2 and 3	6.40%	6.30%
Year 4 to 10	5.40%	5.30%
Year 11 and thereafter	NIL	NIL

(v) **Fund Management Charge** is expressed as a percentage of Fund Value and is levied at the time of computation of the NAV by adjusting the Unit Price. Mentioned below is the current rates of Fund Management Charge for each of the Unit Linked Fund(s), which may be revised by the Company from time to time with the prior approval of the Authority, subject to a maximum of 1.35% per annum for each Unit Linked Fund available to the policyholder:

Unit Linked Funds	Fund Management Charge
India Multi-Cap Equity Fund	1.35% per annum
Equity II Fund	1.35% per annum
Growth Plus Fund	1.35% per annum
Balanced Plus Fund	1.35% per annum
Debt Plus Fund	1.35% per annum
Liquid Fund	0.80% per annum

The Fund Management Charges (FMC) on Discontinued Policy Fund shall be as declared by the Authority from time to time. Currently, the FMC for DPF shall not exceed 0.50% per annum.

- (vi) **Policy Administration Charge** is expressed as a fixed amount and shall be charged on monthly basis during the Policy Term by cancellation of Units. The current Policy Administration Charge is as follows:

The Policy Administration Charge levied by the Company shall be 0.05% of the Annualized Premium per month. Policy Administration Charge levied by the Company shall be increased at the rate of Twenty percent (20%) on the Policy anniversary after every five (5) years starting from the fifth (5<sup>th</sup>) policy anniversary.

Policy Administration Charge mentioned above shall be subject to a maximum of Rupees Five Hundred Only (₹ 500/-) per month.

- (vii) **Partial Withdrawal Charge** shall be deducted from the Fund Value by cancellation of Units at the time of partial withdrawals. Any Partial withdrawal made shall be net of Partial Withdrawal Charge mentioned as here under:

Number of Partial Withdrawal	Charge per Partial Withdrawal
1 to 4 in a Policy Year	Nil
Above 4 in a Policy Year	₹ 250/- per partial withdraw

This charge may be revised by the Company with the prior approval of the Authority, up to a maximum of Rupees Five Hundred (₹ 500/-) per withdrawal.

- (viii) **Switching Charge** is levied on switching of Units from one Unit Linked Fund to another.

The current rate of Switching Charge levied by the Company is as follows:

Number of Switches	Charge per Switch
0 to 6 in a Policy Year or in any year during the Settlement Period	Nil
Above 6 in a Policy Year or in any year during the Settlement Period	₹ 250 per switch

Switching Charge may be revised by the Company with the prior approval of the Authority, up to a maximum of Rupees five hundred (₹ 500/-) per Switch.

- (ix) **Surrender/ Discontinuance Charge** is expressed as a percentage of the Fund Value. Surrender Charge applicable to this Policy is as follows (for this Policy Surrender Charge and Discontinuance Charge are the same):

Policy surrendered/discontinued during the policy year	is	Surrender/discontinued charges with annual premium up to ₹25,000/-	Surrender/discontinued charges with annual premium above ₹25,000/-
1		Lower of 20% *(AP or FV) subject to a maximum of ₹3000/-	Lower of 6% of AP or FV subject to maximum of ₹6,000/-
2		Lower of 15% *(AP or FV) subject to a maximum of ₹2000	Lower of 4% of AP or FV subject to maximum of ₹5,000/-
3		Lower of 10% of AP or FV subject to maximum of ₹1500/-	Lower of 3% of AP or FV subject to maximum of ₹4,000/-
4		Lower of 5% *(AP or FV) subject to maximum of ₹1,000/-	Lower of 2% of AP or FV subject to maximum of ₹2,000/-
5 and onwards		NIL	NIL

Note :- AP – Annual Premium, FV- Fund Value

Notwithstanding what is mentioned in the table above, there shall not be any Surrender Charges for a surrender request received by the Company post completion of at least Five (5) Policy Years.

Taxes on the above Charges, as applicable from time to time, shall be borne by the Policyholder.

- (x) **Increase in Sum Assured Charge:** The actual medical expenses, if any, will be recovered by the Company by cancellation of units up to a maximum of Rs.500.

**Annexure 2 – MORTALITY CHARGES**

**Mortality Charges per annum per 1000 Sum at Risk**

Age l.b.d.	Male	Females	Age l.b.d.	Male	Females
18	0.919	0.770	51	5.819	<u>4.243</u>
19	0.961	0.823	52	6.443	4.719
20	0.999	0.873	53	7.116	5.244
21	1.033	0.919	54	7.839	5.819
22	1.063	<u>0.961</u>	<u>55</u>	8.611	6.443
23	1.090	0.999	56	9.433	7.116
24	1.113	1.033	57	10.294	7.839
25	1.132	1.063	58	11.025	8.611
26	1.147	1.090	59	11.951	9.433
27	1.159	1.113	60	13.073	10.294
28	1.166	1.132	61	14.391	11.025
29	1.170	1.147	62	15.904	11.951
30	1.170	1.159	63	17.612	13.073
31	1.171	1.166	64	19.516	14.391
32	1.201	1.170	65	21.615	15.904
33	1.246	1.170	66	22.724	17.612
34	1.308	1.171	67	25.617	19.516
35	1.387	1.201	68	28.823	21.615
36	1.482	1.246	69	32.372	22.724
37	1.593	1.308	70	36.294	25.617
38	1.721	1.387			
39	1.865	1.482			
40	2.053	1.593			
41	2.247	1.721			
42	2.418	1.865			
43	2.602	2.053			
44	2.832	2.247			
45	3.110	2.418			
46	3.438	2.602			
47	3.816	2.832			
48	4.243	3.110			
49	4.719	3.438			
50	5.244	3.816			

**NOTE:** The rates mentioned above are the standard mortality rates offered by the Company in respect of this plan. In case this Policy has been issued pursuant to "Revised Terms" made by the Company to the Policyholder, the mortality charges mentioned in such "Revised Terms" shall be applicable to this Policy in supersession of the rates mentioned above.

### Annexure 3 - Sum at risk calculation for Premium Funding Benefit

The following table gives the sum at risk factors for the Premium Funding Benefit based on an Annualized Premium of ` 1 applicable on the date of calculation of computation of Charge:

Number of Premiums outstanding	Present Value of Future Premium
24	16.44
23	15.99
22	15.52
21	15.04
20	14.55
19	14.03
18	13.50
17	12.95
16	12.38
15	11.79
14	11.18
13	10.55
12	9.89
11	9.22
10	8.51
9	7.79
8	7.04
7	6.26
6	5.46
5	4.62
4	3.76
3	2.87
2	1.95
1	0.99

Subject to applicable laws, the prevailing language of this Policy Terms and Conditions shall be English. In case of any inconsistency in interpretation between the English version and any language translation of the same, the Terms and Conditions in English shall prevail.

#### GRIEVANCE REDRESSAL PROCEDURE

We, strive to ensure that our customers get only the very best of service from us. We understand the customer's grievance and try to resolve the same by ascertaining all the facts and documents available to provide a fair resolution on the complaint.

1. In case You wish to register a complaint with us, You may visit our website, approach our Resolution Centre, Grievance Officers at Hub locations, or You may write to us at the following address:

**Complaint Redressal Unit**

Canara HSBC Oriental Bank of Commerce Life Insurance Company. Limited.

139 P, Sector-44 ,

Gurugram 122003, Haryana, India

Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

Email: cru@canarahsbclife.in

We shall respond to You within two weeks from the date of our receiving your complaint. Kindly note that in case we do not receive revert from You within eight weeks from the date of your receipt of our response we will treat your complaint as closed.

2. In case You do not receive a satisfactory response from us within the above timelines, You may write to our Grievance Redressal Officer at:

**The Grievance Redressal Officer**

Canara HSBC Oriental Bank of Commerce Life Insurance Company. Limited.

139 P, Sector-44,

Gurugram 122003, Haryana, India

Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

Email: gro@canarahsbclife.in

3. If You are not satisfied with the response or do not receive a response from us within 15 days, You may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:  
IRDAI Grievance Call Centre (IGCC) **TOLL FREE NO : 155255**

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

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department Insurance Regulatory and Development Authority of India

9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Telangana

Fax No: 91- 40 – 6678 9768

4. In case You are not satisfied with the resolution or there is no response within a period of 1 month, You/complainant may approach the Insurance Ombudsman for Your State at the address mentioned below or on Authority's website [www.irda.gov.in](http://www.irda.gov.in). If the grievance pertains to the matters as mentioned below or an appropriate judicial/quasi-judicial authority having jurisdiction over the matter for redressal of Your grievance. You may also refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html> for updated list of Ombudsman.

The Ombudsman may receive complaints :

- a) under Rule 13 of Insurance Ombudsman Rules, 2017 ("Rules");
- b) for any partial or total repudiation of claim by Us;
- c) for any dispute in regard to Premium paid or payable;
- d) for any dispute on the legal construction of the Policy in so far as such dispute relate to claim;
- e) for delay in settlement of claim;
- f) for non-issue of any insurance document after receipt of Premium.
- g) misrepresentation of policy terms and conditions;
- h) policy servicing related grievances against Company and their agents and intermediaries;
- i) issuance of policy which is not in conformity with the proposal form submitted by proposer; and any other matter resulting from the violation of provisions of Insurance Act, 1938 or regulations, circulars, guidelines or instructions issued by Authority from time to time or terms and conditions of the policy in so far as they relate to issues mentioned above

#### LIST OF INSURANCE OMBUDSMAN\*

1. **1.Ahmedabad:** Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: [bimalokpal.ahmedabad@ecoi.co.in](mailto:bimalokpal.ahmedabad@ecoi.co.in) **Jurisdiction:** Gujarat, Dadra & Nagar Haveli, Daman and Diu
2. **Bengaluru:** Office of the Insurance Ombudsman, Jeevan Soudha Building, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 025. Tel.: 080 - 26652049 / 26652048 Email: [bimalokpal.bengaluru@ecoi.co.in](mailto:bimalokpal.bengaluru@ecoi.co.in) **Jurisdiction:** Karnataka.
3. **Bhopal:** Office of the Insurance Ombudsman, Janak Vihar Complex, 2<sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P.)-462 003. Tel.: 0755-2769201 / 2769202 Fax : 0755-2769203 Email: [bimalokpal.bhopal@ecoi.co.in](mailto:bimalokpal.bhopal@ecoi.co.in) **Jurisdiction:** Madhya Pradesh & Chhattisgarh.
4. **Bhubaneswar:** Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar-751 009. Tel.: 0674-2596461/2596455 Fax: 0674-2596429 Email: [bimalokpal.bhubaneswar@ecoi.co.in](mailto:bimalokpal.bhubaneswar@ecoi.co.in) **Jurisdiction:** Odisha
5. **Chandigarh:** Office of the Insurance Ombudsman, S.C.O. No.101, 102,103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh-160 017. Tel.: 0172- 2706196/2706468 Fax : 0172-2708274 Email: [bimalokpal.chandigarh@ecoi.co.in](mailto:bimalokpal.chandigarh@ecoi.co.in) **Jurisdiction:** Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
6. **Chennai:** Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai-600 018. Tel.: 044-24333668/24335284 Fax : 044-24333664 Email: [bimalokpal.chennai@ecoi.co.in](mailto:bimalokpal.chennai@ecoi.co.in) **Jurisdiction:** Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
7. **New Delhi:** Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110002. Tel.: 011-23239633 / 23237532 Fax: 011-23230858 Email: [bimalokpal.delhi@ecoi.co.in](mailto:bimalokpal.delhi@ecoi.co.in) **Jurisdiction:** Delhi
8. **Guwahati:** Office of the Insurance Ombudsman, "Jeevan Nivesh", 5<sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, Guwahati-781 001(Assam). Tel.: 0361-2132204/2132205 Fax: 0361-2732937 Email: [bimalokpal.guwahati@ecoi.co.in](mailto:bimalokpal.guwahati@ecoi.co.in) **Jurisdiction:** Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
9. **Hyderabad:** Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: [bimalokpal.hyderabad@ecoi.co.in](mailto:bimalokpal.hyderabad@ecoi.co.in) **Jurisdiction:** Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
10. **Jaipur:** Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: [bimalokpal.jaipur@ecoi.co.in](mailto:bimalokpal.jaipur@ecoi.co.in) **Jurisdiction:** Rajasthan
11. **Ernakulam:** Office of the Insurance Ombudsman, 2nd Floor, , CC 27/2603,,Pulinat Bldg., M.G. Road, Ernakulam-682 015. Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: [bimalokpal.ernakulam@ecoi.co.in](mailto:bimalokpal.ernakulam@ecoi.co.in) **Jurisdiction:** Kerala, Lakshadweep, Mahe – a part of Pondicherry

12. **Kolkata:** Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R. Avenue, Kolkata – 700 072. Tel: 033 22124339/22124340 Fax: 033 22124341 Email: bimalokpal.kolkata@ecoi.co.in **Jurisdiction:** West Bengal, Sikkim, Andaman & Nicobar Islands
13. **Lucknow:** Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6<sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel: 0522 -2231330/2231331 Fax: 0522-2231310 Email: bimalokpal.lucknow@ecoi.co.in **Jurisdiction:** Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14. **Mumbai:** Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai-400 054. Tel: 022-26106552/26106960 Fax: 022-26106052 Email: bimalokpal.mumbai@ecoi.co.in **Jurisdiction:** Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
15. **Pune:** Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.:020 – 41312555; Email: bimalokpal.pune@ecoi.co.in **Jurisdiction:** Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
16. **Noida:** Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. 201 301 Tel.: 0120-2514250/52/53 Email: bimalokpal.noida@ecoi.co.in **Jurisdiction:** 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
17. **Patna:** Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in **Jurisdiction:** Bihar, Jharkhand

\*For updated list of Ombudsman please refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html>

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**  
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#### **ADDENDUM- IMPORTANT NOTE ON CHANGES TO INSURANCE ACT 1938**

The Insurance Laws Amendment Act, 2015 was notified in the official Gazette by the Government of India on March 23, 2015 that has brought in changes to the Insurance Act, 1938 with effect from December 26, 2014. Pursuant to that, following amendments of law comes into force. For avoidance of any doubt it is expressly stated that these amendments shall form part of the Policy contract and in case of any conflict between these amendments and any other terms & conditions of this Policy contract, these amendments shall prevail.

A. The word “Authority” which was earlier referred to as Insurance Regulatory and Development Authority shall now be read as Insurance Regulatory and Development Authority of India.

B. Section 38 of the Insurance Act, 1938- The earlier Section 38 has now been replaced with the following Section.  
Section 38 “Assignment and Transfer of Insurance Policies”

38. (1) A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

(2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1), where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policy-holder or in public interest or is for the purpose of trading of insurance policy.

(3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policy-holder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment.

(4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.

(5) Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer:

Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

(6) The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered:

Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.

(7) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.

(8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation.— Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of sub-section (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

(9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section.

(10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that —

(a) the proceeds under the policy shall become payable to the policy-holder or the nominee or nominees in the event of either the assignee/or transferee predeceasing the insured; or

(b) the insured surviving the term of the policy, shall be valid:

Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

(11) In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policy-holder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

C Section 39 of the Insurance Act, 1938- The earlier Section 39 has now been replaced with the following Section.

Section 39 "Nomination by Policyholder"

39. (1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policy-holder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer shall furnish to the policyholder a written acknowledgment of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its re-assignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policy-holder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policy-holder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policy-holder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.

(11) Where a policy-holder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.

(12) The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied:

Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

D Section 45 of the Insurance Act, 1938- The earlier Section 45 has now been replaced with the following Section.

Section 45 "Policy not to be called in question on ground of misstatement after three years"

(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 or assignees of the insured the grounds and materials on which such decision is 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 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.

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 mis-statement of a or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement 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 policyholder 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 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 or assignees of the insured the grounds and materials 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 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 or assignees 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 sections 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.