

**Canara HSBC Oriental Bank of Commerce Life Insurance Smart Junior Plan**  
**UIN – 136N043V03**  
**PART A**

**Date:**

**WELCOME LETTER**

{{OWNER\_NAME}}  
{{FATHERS\_NAME/HUSBAND NAME}}  
{{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}}

Your Policy Details:		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 Insurance family. We would like to congratulate You on purchasing **Canara HSBC Oriental Bank of Commerce Life Insurance Smart Junior Plan**. This document is Your Policy Document 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 **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 of the Policy, in which case, We would request You to send back this Policy Document along with the reason for non-acceptance within 15 days (30 days in case the Policy is sourced through distance marketing mode i.e. any means of communication other than in person) from the date of receipt of this Policy Document. In case You opt for cancellation within the said period, We shall refund the Premium received by Us subject only to deduction of the proportionate risk Premium for the period of life cover, stamp duty and medical expenses (if any).

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.

In case of any claim related or other matters You or the Claimant may contact Us at Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, 139 P, Sector 44, Gurugram – 122003, Haryana, India You can also get in touch with Us on 1800-103-0003 /1800-180-0003 (BSNL/MTNL) or SMS Us at 9779030003 or write to Us at [customerservice@canarahsbclife.in](mailto:customerservice@canarahsbclife.in)

We request You to pay Your Premiums on due dates to enjoy uninterrupted benefits under the Policy. 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**

**Policy Preamble:**

This Policy Document evidences a contract between the Policyholder and the Company which has been issued on the basis of Your statements and declarations in the Proposal Form and other documents evidencing insurability of the Life Assured. This is an Individual Non-Linked Participating Life Insurance Savings cum Protection Plan which enables the Claimant to receive benefits subject to the terms and conditions stated herein.

This Policy Document is divided into numbered clauses for ease of reference and reading. The Clause headings do not limit the Policy or its interpretation in any way. Reference to any legislation, Act, regulation, guideline, etc includes subsequent changes or amendments to the same. The terms 'You', 'Your' used in this document refer to the Policyholder and 'We', 'Us', 'Company', 'Our' refer to Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. The word "Authority" would refer to the Insurance Regulatory and Development Authority of India.

## POLICY SCHEDULE

Canara HSBC Oriental Bank of Commerce Life Insurance Smart Junior Plan is an Individual Non-Linked Par Life Insurance Savings cum Protection Plan

The Company shall pay benefits upon occurrence of one or more events mentioned in this Policy on receipt of proof that is satisfactory to the Company.

Policyholder Details		Life Assured Details
Name	{{OWNER_NAME}}	{{ASSURED_NAME}}
Date of Birth	{{OWNER_BIRTH_DATE}}	{{ASSURED_BIRTH_DATE}}
Age	{{OWNER_AGE}}	{{ASSURED_AGE}}
Gender	{{OWNER_GENDER}}	{{ASSURED_GENDER}}
Address	{{OWNER_ADDRESS}}	{{ASSURED_ADDRESS}}

### Policy Schedule Details

Policy Number	{{POLICY_NUMBER}}
Plan Name	{{PLAN_NAME}}
Plan Type	{{PLAN_TYPE}}
Policy Term (Years)	{{POLICY_TERM}}
Premium Payment Term (Years)	{{PREMIUM_PAYMENT_TERM}}
Installment Premium (₹) <sup>1</sup>	{{INSTALLMENT_PREMIUM}}
Age Admitted	{{AGE_ADMITTED}}
Risk Commencement Date	{{SAME AS POLICY_COMMENCEMENT_DATE}}
Policy Commencement Date	{{POLICY_COMMENCEMENT_DATE}}
Maturity Date	{{MATURITY_DATE}}
Premium Payment Mode	{{POLICY_PAYMENT_FREQUENCY}}
Next Premium Due Date	{{NEXT_PREMIUM_DUE_DATE}}
Last Premium Due Date	{{LAST_PREMIUM_DUE_DATE}}
1st Annual Payout Amount /Date	{{ANNUAL_PAYOUT_AMT}}/({{FRST_ANN_POUT_DATE}}
2nd Annual Payout Amount /Date	{{ANNUAL_PAYOUT_AMT}}/({{SECND_ANN_POUT_DATE}}
3rd Annual Payout Amount /Date	{{ANNUAL_PAYOUT_AMT}}/({{THRD_ANN_POUT_DATE}}
4th Annual Payout Amount /Date	{{ANNUAL_PAYOUT_AMT}}/({{FRTH_ANN_POUT_DATE}}
Guaranteed Sum Assured on Maturity Amount/Date	{{G*TEED_SA_MAT_AMT}}/({{DATE}}

### Benefit Coverage Details

Sum Assured (₹)	{{SUM_ASSURED}}
Death Benefit (₹)	{{Highest of : <ul style="list-style-type: none"> <li>a. 10 times the Annualized Premium; or</li> <li>b. Guaranteed Sum Assured on Maturity Date; or</li> <li>c. Absolute amount equal to Sum Assured; or</li> <li>d. 105% of Total Premiums Paid excluding underwriting extra Premium, if any}}</li> </ul> The above benefit is applicable for a in-force Policy

### Nominee Details\*

Name	Gender	Age	Relationship with Life Assured
{{NOMINEE_NAME_1}}	{{NOMINEE_GENDER_1}}	{{AGE IN YEARS}}	{{R'SHIP}}
{{NOMINEE_NAME_2}}	{{NOMINEE_GENDER_2}}	{{AGE IN YEARS}}	{{R'SHIP}}

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

Appointee Name (in case Nominee is minor)	{{APPOINTEE_NAME}}
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<sup>1</sup>Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme as applicable from time to time, will be charged over and above this Premium and will be borne by the Policyholder.

**"On Examination of the Policy, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company"**

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. IRDAI Registration no: 136**

**Registered Office:** Unit No. 208, 2nd Floor, Kanchenjunga Building, 18 Barakhamba Road, New Delhi - 110001, India  
**Corporate Office:** 139 P, Sector 44, Gurugram – 122003, Haryana, India

**STATEMENT OF ACCOUNT**

**Not applicable**

## FIRST PREMIUM RECEIPT

Receipt Number:

Date of Issue:

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	{{ SERVICE ACCOUNTING CODE}}
Plan Name	{{PLAN_NAME}}
Policy Number	{{POLICY_NUMBER}}
Policyholder	{{Name of the Policyholder}}
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	{{NAME OF LIFE ASSURED}}
Premium Payment Mode	{{PREMIUM PAYMENT FREQUENCY}}
Sum Assured (₹)	{{SUM ASSURED}}

### Payment Related Information

Base Premium Payable (₹)
Underwriting Extra Premiums, if any
Goods and Services Tax* (₹)
Total Amount Payable (₹)
Total Amount Received (₹)
Balance Amount (₹)
Next Premium Due Date
Taxable Value (₹)

*Break-up of Goods and Services Tax on Taxable value	(%) 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		

Total Amount Payable for the Policy is equal to Base Premium Payable plus underwriting extra Premium, if any and applicable Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme. You may be entitled to 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, please contact Your independent tax advisor.

The excess amount, if any, indicated as Balance Amount above will not earn any interest and will be adjusted towards future Premiums on the due date subject to applicable laws. Advance premiums paid, if any, will be appropriated towards Premium on the respective due dates.

.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 Premium by the Company.**

<<Digital Signature>>

Chief Operating Officer

## ENDORSEMENTS

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

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

## PART B

### Glossary of Important Terms

- 1. Age (Last Birthday):** The Life Assured's age at his/her last birthday, as on Policy Commencement Date.
- 2. Annualized Premium:** The amount of Premium payable for the entire Policy Year including loadings for modal premiums but excluding taxes, rider premiums, underwriting extra Premium, if any.
- 3. Appointee:** The person named in the Policy Schedule, to receive the benefit and give a valid discharge to Us on behalf of the minor Nominee, in the event of death of the Life Assured.
- 4. Assignee:** The person to whom the rights and benefits of the Policy are transferred/assigned by You.
- 5. Claimant:** Claimant means the Policyholder or Assignee, however for the purposes of payment of benefit upon the death of the Life Assured, Claimant means the following person(s):  
(i) Nominee(s) (ii) If there is no Nominee(s), then Claimant shall be the Policyholder's legal heir or legal representative or the holder of a succession certificate.
- 6. Financial Year:** 12 months period commencing from April 1st every year.
- 7. Grace Period:** The time granted by Us from the due date for payment of Premium without any penalty/late fee, during which time the Policy is considered to be in-force with risk cover without any interruption as per terms and conditions of the Policy.
- 8. Guaranteed Sum Assured on Maturity:**  
It is an amount equal to 20% of the Sum Assured.
- 9. Lapsed State**  
The state of the Policy where the Policyholder fails to pay due Premium within the Grace Period in the first 2 consecutive Policy Years. Simple Reversionary Bonuses will not accrue during the Lapsed State.
- 10. Life Assured**  
The person named in the Policy Schedule whose life is insured under the Policy.
- 11. Maturity Date:** The date as specified in Policy Schedule on which the Policy Term expires.
- 12. Nominee(s):** The person(s) named in the Policy Schedule who is/are entitled to receive the Policy proceeds upon the death of the Life assured.
- 13. Paid-up State:** The state of the Policy where the Policyholder fails to pay due Premiums within the Grace Period after payment of Premiums for at least first 2 consecutive Policy Years, in which state no further Premiums are payable and benefits are reduced as per the terms and conditions of the Policy. Simple Reversionary Bonuses will not accrue during the Paid-up State.
- 14. Paid-up Sum Assured:** It is the amount equal to higher of {10 times Annualized Premium, Guaranteed Sum Assured on Maturity Date, Absolute amount equal to Sum Assured} multiplied by (Number of Premiums paid divided by Total number of Premiums payable during the Policy Term).
- 15. Policy:** This contract of insurance entered between You and Us as evidenced by the Policy Document.
- 16. Policyholder:** The person named in the Policy Schedule who is the owner of the Policy.
- 17. Policy Anniversary:** The date corresponding to the Policy Commencement Date occurring after the completion of every Policy Year.
- 18. Policy Document:** Policy Document means and includes terms and conditions, the attached Policy Schedule, the Proposal Form and all endorsements issued by us from time to time.
- 19. Policy Term:** The period for which insurance coverage is given as specified in the Policy Schedule. You are not permitted to change the Policy Term during the tenure of the Policy.
- 20. Policy Year:** The 12 consecutive months' period commencing from the Policy Commencement Date and ending on the day immediately preceding the first Policy Anniversary and each subsequent period of 12 consecutive months thereafter during the Policy Term, which may be different from calendar year.
- 21. Premium:** The amount payable by You to Us, as specified in the Policy Schedule as "Installment Premium" in exchange for Our obligation to pay the benefits as per terms and conditions of the Policy.
- 22. Proposal Form:** An application form along with any other statements or declarations required by Us which is duly completed and submitted to Us by the Proposer for issuance of the Policy.
- 23. Revival:** The restoration of a Policy in Lapsed State or in Paid-up State to in-force status subject to terms and conditions of the Policy.
- 24. Revival Period:** A period of 5 consecutive years from the due date of first unpaid installment of Premium, during which period You will be entitled to revive the Policy in Lapsed State or in Paid-up State.
- 25. Simple Reversionary Bonuses:** The bonus that may be declared by Us, as a percentage of Sum Assured, at the end of each Financial Year based on the surplus emerging in Our with profit fund. Any Simple Reversionary Bonus(s) declared by Us will accrue to the Policy and once accrued shall be guaranteed. Simple Reversionary Bonuses will not accrue once the Policy acquires Paid-up State.
- 26. Sum Assured:** The amount as specified in Policy Schedule which is payable subject to terms and conditions of the Policy.

**27. Surrender Value:** The amount payable to the Policyholder in the event of his/her deciding to terminate / surrender the Policy before the Maturity Date, subject to terms and conditions of the Policy.

**28. Terminal Bonus:** The bonus that may be declared by Us, based on the surplus arising in Our with profit fund.

**29. Total Premiums Paid:** Total Premiums Paid means total of all the premiums received, excluding any rider premiums and taxes.

**30. Underwriting:** The process of evaluating risks for insurance and determining on what terms We will accept the risk as per the Company's board approved underwriting policy. The terms "Risk Commencement Date", "Policy Commencement Date" and "Premium Payment Term" will derive their meaning from the Policy Schedule.

## PART C

### 1. BENEFITS

Subject to terms and conditions below, We agree to pay the following benefits to the Claimant:

#### 1.1 Survival and Maturity Benefits

1.1.1 If the Life Assured is alive and the Policy is in-force, We will pay the following benefits after deducting any outstanding loan amounts including interest, if any:

- (a) Survival Benefit: Guaranteed annual payout equal to 20% of Sum Assured at the end of each of the last 4 Policy Years immediately preceding the last Policy Year.
- (b) Maturity Benefit: The following benefits will be payable on Maturity Date:
  - i. Guaranteed Sum Assured on Maturity; and
  - ii. Accrued Simple Reversionary Bonuses and Terminal Bonus, if any.

On payment of both Survival and Maturity benefits, the Policy shall terminate and no further benefit shall be payable.

1.1.2 If the Life Assured is alive and the Policy is in Paid-up State, We will pay the following benefits after deducting any outstanding loan amounts including interest, if any:

- (a) Survival Benefit: Guaranteed annual payouts equal to 20% of {Sum Assured multiplied by (Number of Premiums paid divided by Total Number of Premiums payable during the Policy Term)} shall be payable at the end of each of the last 4 Policy Years immediately preceding the last Policy Year ; and
- (b) Maturity Benefit: The following benefits will be payable on Maturity Date:
  - i. Guaranteed Sum Assured on Maturity multiplied by (Number of Premiums paid divided by Total number of Premiums payable during the Policy Term).
  - ii. Accrued Simple Reversionary Bonuses and Terminal Bonus, if any. Reversionary Bonuses will not accrue once the Policy becomes Paid-up.

On payment of above Survival and Maturity benefits, the Policy shall terminate and no further benefit shall be payable.

#### 1.2 Death Benefit

1.2.1 If the death of the Life Assured occurs before the end of the Premium Payment Term while the Policy is in-force and the claim is admitted, We will pay the following benefits after deducting any outstanding loan amounts including interest, if any:

- (a) Immediate payment which will be highest of:
  - (i) 10 times the Annualized Premium; or
  - (ii) Absolute amount equal to Sum Assured; or
  - (iii) Guaranteed Sum Assured on Maturity; or
  - (iv) 105% of {Total Premiums Paid till the date of death less underwriting extra Premiums, if any}.
- (b) In addition, the Policy will continue to be in-force and remaining future Premiums need not to be paid. Also the Policy will continue to accrue Simple Reversionary Bonuses until Maturity.
- (c) Guaranteed annual payout equal to 20% of Sum Assured at the end of each of the last 4 Policy Years immediately preceding the last Policy Year;
- (d) Guaranteed Sum Assured on Maturity will be paid on Maturity Date; and
- (e) Accrued Simple Reversionary Bonuses and Terminal Bonus, if any, will be payable on Maturity Date.

On payment of above benefits, the Policy shall terminate and no further benefit shall be payable.

1.2.2 If the death of the Life Assured occurs after the end of the Premium Payment Term while the Policy is in-force and the claim is admitted, We will pay the following benefits after deducting any outstanding loan amounts including interest, if any:

- (a) Immediate payment which will be highest of:
  - (i) 10 times the Annualized Premium; or
  - (ii) Absolute amount equal to Sum Assured; or
  - (iii) Guaranteed Sum Assured on Maturity; or
  - (iv) 105% of {Total Premiums Paid till the date of death less underwriting extra Premiums, if any}; and

- (b) Guaranteed annual payout equal to 20% of Sum Assured at the end of each of the last 4 Policy Years immediately preceding the last Policy Year;
- (c) Guaranteed Sum Assured on Maturity will be paid on Maturity Date; and
- (d) Accrued Simple Reversionary Bonuses and Terminal Bonus, if any, will be payable on Maturity Date.

On payment of above benefits, the Policy shall terminate and no further benefit shall be payable.

1.2.3 If the death of the Life Assured occurs while the Policy is in Paid-up State and the claim is admitted, We will pay the following benefits after deducting any outstanding loan amounts including interest, if any:

- (a) Immediate payment which will be higher of:
  - (i) Paid-up Sum Assured; or
  - (ii) 105% of {Total Premiums Paid till the date of death less underwriting extra Premiums, (if any)}; and
- (b) Guaranteed annual payout equal to 20% of {Sum Assured multiplied by (Number of Premiums paid divided by Total Number of Premiums payable during the Policy Term)} at the end of each of the last 4 Policy Years immediately preceding the last Policy Year;
- (c) Guaranteed Sum Assured on Maturity Date multiplied by (Number of Premiums paid divided by Total number of Premiums payable during the Policy Term) will be payable on Maturity Date.
- (d) Accrued Simple Reversionary Bonuses and Terminal Bonus, if any, will be payable on Maturity Date. Reversionary Bonuses will not accrue once the Policy becomes Paid-up.

On payment of above benefits, the Policy shall terminate and no further benefit shall be payable.

1.2.4 If the death of the Life Assured occurs where the due Premium has not been received and the Policy is in Grace Period and the claim is admitted, the Company will deduct due unpaid Premium(s), if any, along with applicable Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme and any outstanding loan and interest thereon, if any, before paying the benefits to the Claimant as per Clause 1.2.1.

1.2.5 In the event of death claim while the Policy is in Lapse state, the benefit as provided in Clause 2.3 shall be payable.

1.2.6 If the Life Assured, whether sane or insane commits suicide, benefit payable under death shall be governed by the terms and conditions as stated under Suicide Clause 18 in Part F.

### 1.3 Requirements for Death Benefit Claims

Refer Claims Procedures mentioned under Clause 19 in Part F.

### 1.4 Surrender

You may surrender the Policy any time during the Policy Term. However, the Policy acquires Guaranteed Surrender Value (as defined below) or Special Surrender Value (as defined below) after payment of Premiums for at least first 2 consecutive Policy Years. The Surrender Value payable shall be higher of {Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV)}.

1.4.1 Guaranteed Surrender Value is defined as:  
Factor "A" multiplied by (Total Premiums Paid excluding underwriting extra Premiums, if any) plus Factor "B" multiplied by (Accrued Simple Reversionary Bonuses) minus guaranteed annual payouts already paid, if any  
Where Factor "A" and Factor "B" are guaranteed for the entire Policy Term and will be as provided in the Annexure 6.

1.4.2 Special Surrender Value will be determined by Us and will vary from time to time with prior approval from the Authority.

1.4.3 We shall pay the Surrender Value, if any, on receipt of a valid request for Surrender and no further benefit shall be payable. The Policy shall terminate on payment of Surrender Value.

1.4.4 In case of death of the Life Assured, the Claimant will have no right to make a surrender request.

## 2. Premiums

### 2.1 Payment of Premiums

You will pay Premium at the Premium Payment Mode and for such Premium Payment Term as indicated in the Policy Schedule at the respective due dates or before the end of Grace Period. If any Premium is received before the due date, We may keep such amount in an advance premium account and adjust such sum towards Premium on the applicable due date or refund such amount to You. The Premium can be paid in advance within the same Financial Year. However, where the Premium due in a Financial Year is being collected in a previous Financial Year, the Premium may be collected for a maximum period of 3 months in advance of the due date of the Premium. Such advance premium if any paid by You will not carry any interest. You are not permitted to change the Premium Payment Term anytime during the Policy Term.

### 2.2 Change in Premium Payment Mode

Premium Payment Modes under the Policy are annual or monthly. You may change Premium Payment Mode anytime during the Premium Payment Term, subject to Your giving Us a notice at least 60 days before the end of Policy Year. The change in Premium Payment Mode will be effective from the subsequent Policy Year. For a Policy on annual mode, the change in Premium Payment Mode to monthly mode will be allowed subject to minimum Sum Assured of ₹5,00,000 and Your Age being lower than or equal

to 40 years at Policy Commencement Date.

### 2.3 Non-payment of Premium

If the Policy is in Lapsed State and provided at least 1 full Policy Year's Premium has been paid and the Policy has not been revived, an amount equal to a percentage (as defined below) of Total Premiums Paid, excluding underwriting extra Premium, if any, shall be payable on death of Life Assured or on request for termination / surrender of the Policy by You or on the expiry of the Revival Period, whichever is earliest.

Number of full years' Premiums paid	Percentage of Total Premiums Paid, excluding underwriting extra Premium, if any
1 but less than 2	10%

On payment of the amount mentioned above, the Policy shall terminate and no further benefit shall be payable.

### 2.4 Paid up Policy

2.4.1 If the Policy is in Paid-up State and is not surrendered, We will pay the benefits as applicable as per Clause 1.1.2 and 1.2.3.

2.4.2 You may choose to terminate the Paid-up Policy by surrendering the Policy before the Maturity Date. The Surrender Value for a Paid-up Policy shall be as per Clause 1.4.

## PART D

### 3. Revival

You may revive the Policy in Lapsed State or Paid-up State by giving Us a request and paying all due unpaid installments of Premium with interest at the rate specified by Us subject to completing other requirements as may be stipulated by Us, within the Revival Period provided no claim has arisen under the Policy due to the death of the Life Assured. You shall provide the evidence of insurability and health of the Life Assured to Our satisfaction. All medical expenses incurred, if any, shall be borne by You. We reserve the right to Revive the Policy either on its original terms or on modified terms as per our Underwriting policy, which decision will be final and binding on You. The Revival will be effective from the date when We communicate the same to You. In case the request for Revival is rejected, the Premium including interest paid for the Revival would be refunded to You.

#### 3.1.1 On Revival:

- a) the benefits including Simple Reversionary Bonuses that were declared during the Revival Period shall be reinstated.
- b) all other benefits would be reinstated as per the terms & conditions of the policy.

3.1.2 If the Policy in Lapsed State is not revived within the Revival Period, the Policy shall terminate by paying an amount as per Clause 2.3, if any. However, if the Policy in Paid-up State is not revived within the Revival Period, then the Policy shall continue in the Paid-up State till payment of Maturity Benefit or Surrender Value whichever is earlier.

The basis for determining the interest rate is the average of the daily rates of 10-Year G-Sec rate over the last five calendar years ending 31st December every year rounded to the nearest 50 bps plus a margin of 200 bps. Any change in the basis of this interest rate will be subject to the prior approval of the Authority. The Company undertakes the review of the interest rates for revivals on 31st December every year with any changes resulting from the review being effective from the 1st of April of the following year. The applicable interest rate for the financial year 2019-20 is 10 % per annum.

### 4. Policy Loan

You may apply for a loan at any time during the Policy Term as per loan application terms and conditions, subject to the following conditions:

- a) the Policy should have been in-force while applying for a loan.
- b) the Policy should have acquired Surrender Value as per Clause 1.4.
- c) Survival Benefit should not have started.
- d) the Policy should not have been in Paid-up State.

Loan facility cannot be availed by the Claimant post the death of the Life Assured. Loan granted will be repayable with interest chargeable from the date of disbursement of the loan at the interest rate specified by Us and on the basis approved by the Authority, and in the amounts and at the frequency specified by Us in advance. The applicable interest rate for the Financial Year 2016-17 is 11.20% p.a. A loan disbursement letter will be issued informing about the loan details including the applicable interest rate and relevant terms thereof. The Policy shall be assigned to Us on disbursement of the loan and the original Policy Document will be submitted to Us till repayment of outstanding loan amount including interests thereon, if any. The loan facility will be subject to the following conditions;

- a) The minimum loan amount disbursed shall be Rs.20,000.
- b) The maximum loan amount will not exceed 80% of the Surrender Value as applicable on the date of disbursement of the loan.
- c) The minimum repayment amount will be Rs. 2,000/- or outstanding loan amount including outstanding interest, if any, whichever is lower.
- d) The maximum repayment amount will be equal to outstanding loan amount including outstanding interest, if any.



- e) The maximum tenure of the loan shall be up to the outstanding Policy Term. However, You will have the option to foreclose the loan anytime during the Policy Term by paying the outstanding loan amount and interest thereon.
- f) In case the loan is not repaid till the time when guaranteed annual payouts start, then the guaranteed annual payout(s) will be first used to offset the outstanding loan amount including outstanding interest; and the amount remaining thereafter, if any, shall be payable to You as the annual payout.
- g) Notwithstanding anything contrary stated in the terms and conditions, We reserve the right to recover the outstanding loan and interest thereon from the benefits payable in case of surrender, survival, maturity, or death of the Life Assured, by deducting the appropriate amounts from the benefits payable on the happening of such events.
- h) If at any point in time the outstanding loan amount and interest thereon is equal to or more than the prevailing Surrender Value and You fail to repay the outstanding loan amount and interest thereon, the Policy will terminate and all rights and benefits under the Policy will cease.

**5. Termination of Policy**

The Policy will terminate upon happening of any one of the following events:

- a) on the date on which We receive a valid free-look cancellation request from You;
- b) on the date of intimation of repudiation of the claim in accordance with the terms and conditions of the Policy;
- c) in case of misstatement of Age, fraud, misrepresentation or forfeiture in accordance with Clause 12 and 22 in Part F;
- d) as mentioned in Clause 1,2,3 and 4.

**6. Ownership**

All options, rights and obligations under the Policy vest with You and will be discharged by You. In the event of the Life Assured's death, the Claimant shall be entitled to receive Policy benefits, however will have limited rights, only to the extent of making requests for change of address and contact details. In case of death of the Life Assured, the Claimant will not be allowed to surrender the Policy and will not be entitled to avail loan from the Company under this Policy.

**PART E**

**7. CHARGES**

There are no explicit charges under this Policy.

**PART F- General Conditions**

**8. Assignment**

Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938. The entire Section 38 is reproduced and enclosed in **Annexure 3**.

**9. Nomination**

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938. The entire Section 39 is reproduced and enclosed in **Annexure 4**.

**10. Amendment**

We reserve the right to alter or delete any of the terms and conditions of the Policy, including the benefits with prior approval of the Authority. The terms of the Policy will also stand modified from time to time, to the extent of changes in applicable laws or regulations affecting the terms and conditions of the Policy.

**11. Policy Currency**

All Premiums and benefits payable shall be paid in Indian Rupees only.

**12. Misstatement of Age**

The Age of the Life Assured has been admitted on the basis of the Proposal Form and/or in any statement, supporting document/proof provided in this regard. If the date of birth of the Life Assured has been misstated and as a result if You have paid less Premium(s) than what would have been payable for the correct age, We will be entitled to charge and You will be obliged to pay for such Premium difference since the Policy Commencement Date without interest. In case of termination of the Policy any unpaid balance will be adjusted from the benefit payout.

If the date of birth of the Life Assured has been misstated and as a result if You have paid higher Premium(s) than what would have been payable for the correct age, We will refund the excess Premiums without any interest.

If at the correct Age, the Life Assured was not insurable according to our requirements, We reserve the right to pay the Premiums paid till date post deduction of any relevant cost, expenses or charges as applicable and terminate the Policy in accordance with Section 45 of the Insurance Act, 1938.

**13. Compliance with Laws**

It will be Your sole responsibility to ensure compliance with all applicable laws including regulations or taxation laws and payment of all applicable taxes in respect of the Premium, charges and benefits or other payouts made or received under the Policy. We are entitled to make such deductions

and/or levy such charges, present and/or future which in Our opinion are necessary and appropriate, from and/or on the Premium(s) payable or charges or benefits under the Policy on account of any income tax, withholding tax, Goods and Services Tax or other tax, cess, duty or other levy which is or may be imposed in relation to the Policy under any applicable law, order, regulation or otherwise upon Us, You or the Claimant. We will not be liable for any taxes on any of Your or Claimant's personal income. You are solely responsible for complying with Your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes in all jurisdictions in which Your tax obligations arise and relating to the services provided by Us). We do not provide any tax related advice and You are advised to seek an independent legal and/or taxation advice.

**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.

**15. Free-look period**

In case the Policy terms and conditions are not agreeable to You then You can opt for a cancellation of the Policy, in which case, We would request You to send back this Policy Document along with the reason for non-acceptance within 15 days (30 days in case the Policy is sourced through distance marketing mode i.e. any means of communication other than in person) from the date of receipt of this Policy Document. In case You opt for cancellation within the said period, We shall refund the Premium received by Us subject only to deduction of the proportionate risk Premium for the period of life cover, 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 Document, and will not apply to duplicate Policy Document issued by the Company on your request.

**16. Replacement of Policy Document**

We will replace a lost Policy Document if We are satisfied that it is lost, but We reserve the right to make investigations and to call for evidence of the loss of the Policy Document. If We issue a Policy Document to replace the lost Policy Document, then:

- (i) the original Policy Document will cease to be applicable and You agree to indemnify Us from any and all losses, claims, demands or damages arising from or in connection with the original Policy Document.
- (ii) You will not be entitled to any free-look period cancellation on the duplicate Policy Document issued. However, We may permit free- look period cancellation in cases where after investigation, it is evident that You did not receive the original Policy Document.
- (iii) No charge/fee will be levied for replacement of Policy Document.

**17. Grace Period**

You are required to pay Premium on or before the Premium payment due date. However, You are provided with a Grace Period, which is 15 days for monthly mode and 30 days for all other modes from Premium due date to pay due Premium. During the Grace Period You will be entitled to all benefits under the Policy. In the event of death claim during the Grace Period, the Company will deduct any due unpaid Premium(s) including rider Premium(s), if any, along with applicable Goods and Services Tax or any other levy by whatever name called under Goods and Services Tax Scheme and any outstanding loan and interest thereon, if any, before paying the benefits to the Claimant.

**18. Suicide Clause**

If the Life Assured, whether sane or insane, commits suicide within 1 year from the date of commencement of risk under the Policy or date of Revival of the Policy, the benefits payable under this Policy shall be:

- (i) in case of death due to suicide within 1 year from the date of commencement of risk under the Policy and the Policy is in force, higher of 80% of Total Premiums Paid till the date of death or the surrender value available as on the date of the death.
- (ii) in case of death due to suicide within 1 year from the Revival date of the Policy, higher of 80% of Total Premiums Paid till the date of death or the surrender value as available on the date of death.

**19. Claim Procedures**

In the event of the death of the Life Assured, to register the claim under the Policy, the Claimant will endeavor to inform Us in writing immediately within a period of 90 days of such death through the Claim Form along with the following documents:

- (i) Original Policy Document
- (ii) Death certificate
- (iii) Attested copy of photo identity and address proof of the Claimant

- (iv) Company Specific Claim formats duly completed and signed – Claim Form, Physician's Statement, Treating Hospital Certificate, Employer Certificate
- (v) Hospital records/other medical records
- (vi) Post-mortem/ chemical viscera report, wherever conducted
- (vii) Police records including First information report, panchnama, police investigation report, final police report only in case of unnatural or Accidental Death.

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. We reserve the right to call for such documents or information, including documents/ information concerning the title of the Claimant, to Our satisfaction for processing the claim. 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. Our liability under the Policy will be automatically discharged on payment to the Claimant as per the terms and conditions of the Policy.

**20. Electronic transactions**

In conducting electronic transactions, in respect of this Policy, You will comply with all such terms and conditions as prescribed by Us. Such electronic transactions are legally valid when executed in adherence to such terms and conditions and will be binding on You.

**21. Governing Law and Jurisdiction**

The Policy and all disputes arising under or in relation to the Policy will be governed by and interpreted in accordance with Indian law and by the Indian courts

**22. Fraud, Misrepresentation and Forfeiture**

Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938. The entire Section 45 is reproduced and enclosed in **Annexure 5**.

**23. Travel And Occupation**

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

**PART G**

**24. Grievance Redressal Procedure**

24.1 In case You wish to register a complaint with Us, You may visit our website, approach our resolution centre, grievance officers at hub locations specified under **Annexure 2**, or may write to Us at the following address. We will respond to You within two weeks from the date of our receiving Your complaint. Kindly note that in case We do not receive a revert from You within eight weeks from the date of Your receipt of our response, We will treat Your complaint as closed.

**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

24.2 If You do not receive a satisfactory response from Us within the above timelines, You may write to our Grievance Redressal Officer at: **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

24.3 If You are not satisfied with Our response or do not receive a response from Us within 15 days, You may approach the Grievance Cell of the Authority at:

**Insurance Regulatory and Development Authority of India; Grievance Call Centre (IGCC)**

Toll Free No:155255 Email ID: complaints@irda.gov.in.

Website Address for registering the complaint online: <http://www.igms.irda.gov.in>

**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

24.4 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 in **Annexure 1** or on Authority's website 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
- j) 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.

24.5 As per provision 13(3) of the Rules, a complaint to the Insurance Ombudsman can be made within a period of 1 (One) year after the Company has rejected the representation or sent its final reply on the representation of the complainant, provided You/complainant is not satisfied with the resolution or there is no response within a period of 1 month, and/or provided the complaint is not on the same matter, for which any proceedings before any court or consumer forum or arbitrator is pending or were so earlier.

**Annexure 1**

**LIST OF INSURANCE OMBUDSMAN\***

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 **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 **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 **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 **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 **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 **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 **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 **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 **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 . **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 **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, Gaziipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, 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, Bulandshahr, 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>

#### Annexure 2

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**  
**Office Address:** 139 P, Sector 44, Gurugram – 122003, Haryana, India  
**For the latest Hub-List please refer to our website at [www.canarahlife.com](http://www.canarahlife.com).**

#### Annexure 3

##### Section 38 “Assignment and Transfer of Insurance Policies” is reproduced below

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.

#### Annexure 4

##### Section 39 “Nomination by Policyholder” is reproduced below

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.

#### **Annexure 5**

#### **Section 45 "Policy not to be called in question on ground of misstatement after three years" is reproduced below-**

(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 misstatement 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 misstatement of or suppression of a material fact are within the knowledge of the insurer: Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the 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 assured was incorrectly stated in the proposal.

**Guaranteed Surrender Value (GSV)**

**Factor “A”:** GSV Factor (As percentage of Total Premiums Paid, excluding underwriting extra premiums, if any)

(A)																							
Policy Term (in years)	12	13	15	20	14	15	16	17	18	19	20	21	22	23	24	25	19	20	21	22	23	24	25
Premium Payment Term (in years)	5	5	5	5	6	7	8	9	10	10	10	10	10	10	10	10	11	12	13	14	15	16	17
Policy year	GSV Factor (As percentage of Total Premiums Paid, excluding underwriting extra premiums, if any)																						
1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
6	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
7	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
8	60%	58%	56%	53%	57%	56%	55%	54%	54%	54%	53%	53%	53%	53%	53%	52%	54%	53%	53%	53%	53%	53%	52%
9	70%	66%	61%	57%	63%	61%	60%	59%	58%	57%	57%	56%	56%	55%	55%	55%	57%	57%	56%	56%	55%	55%	55%
10	80%	74%	67%	60%	70%	67%	65%	63%	62%	61%	60%	59%	59%	58%	58%	57%	61%	60%	59%	59%	58%	58%	57%
11	90%	82%	73%	63%	77%	73%	70%	68%	66%	65%	63%	62%	61%	61%	60%	59%	65%	63%	62%	61%	61%	60%	59%
12	90%	90%	79%	67%	83%	79%	75%	72%	70%	68%	67%	65%	64%	63%	63%	62%	68%	67%	65%	64%	63%	63%	62%
13	NA	90%	84%	70%	90%	84%	80%	77%	74%	72%	70%	68%	67%	66%	65%	64%	72%	70%	68%	67%	66%	65%	64%
14	NA	NA	90%	73%	90%	90%	85%	81%	78%	75%	73%	72%	70%	69%	68%	66%	75%	73%	72%	70%	69%	68%	66%
15	NA	NA	90%	77%	NA	90%	90%	86%	82%	79%	77%	75%	73%	71%	70%	69%	79%	77%	75%	73%	71%	70%	69%
16	NA	NA	NA	80%	NA	NA	90%	90%	86%	83%	80%	78%	76%	74%	73%	71%	83%	80%	78%	76%	74%	73%	71%
17	NA	NA	NA	83%	NA	NA	NA	90%	90%	86%	83%	81%	79%	77%	75%	74%	86%	83%	81%	79%	77%	75%	74%
18	NA	NA	NA	87%	NA	NA	NA	NA	90%	90%	87%	84%	81%	79%	78%	76%	90%	87%	84%	81%	79%	78%	76%
19	NA	NA	NA	90%	NA	NA	NA	NA	NA	90%	90%	87%	84%	82%	80%	78%	90%	90%	87%	84%	82%	80%	78%
20	NA	NA	NA	90%	NA	NA	NA	NA	NA	NA	90%	90%	87%	85%	83%	81%	NA	90%	90%	87%	85%	83%	81%
21	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	90%	90%	87%	85%	83%	NA	NA	90%	90%	87%	85%	83%
22	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	90%	90%	88%	85%	NA	NA	NA	90%	90%	88%	85%
23	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	90%	90%	88%	NA	NA	NA	NA	90%	90%	88%
24	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	90%	90%	NA	NA	NA	NA	NA	90%	90%
25	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	90%	NA	NA	NA	NA	NA	NA	90%

Factor “B”: GSV Factor (As percentage of Accrued Simple Reversionary Bonuses)

(B)																							
Policy Term (in years)	12	13	15	20	14	15	16	17	18	19	20	21	22	23	24	25	19	20	21	22	23	24	25
Premium Payment Term (in years)	5	5	5	5	6	7	8	9	10	10	10	10	10	10	10	10	11	12	13	14	15	16	17
Policy year	GSV Factor (As percentage of Accrued Simple Reversionary Bonuses)																						
1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2	19%	16%	12%	6%	14%	12%	11%	9%	8%	7%	6%	5%	5%	4%	3%	3%	7%	6%	5%	5%	4%	3%	3%
3	21%	19%	14%	7%	16%	14%	12%	11%	9%	8%	7%	6%	5%	5%	4%	3%	8%	7%	6%	5%	5%	4%	3%
4	25%	21%	16%	8%	19%	16%	14%	12%	11%	9%	8%	7%	6%	5%	5%	4%	9%	8%	7%	6%	5%	5%	4%
5	28%	25%	19%	9%	21%	19%	16%	14%	12%	11%	9%	8%	7%	6%	5%	5%	11%	9%	8%	7%	6%	5%	5%
6	32%	28%	21%	11%	25%	21%	19%	16%	14%	12%	11%	9%	8%	7%	6%	5%	12%	11%	9%	8%	7%	6%	5%
7	37%	32%	25%	12%	28%	25%	21%	19%	16%	14%	12%	11%	9%	8%	7%	6%	14%	12%	11%	9%	8%	7%	6%
8	43%	37%	28%	14%	32%	28%	25%	21%	19%	16%	14%	12%	11%	9%	8%	7%	16%	14%	12%	11%	9%	8%	7%
9	49%	43%	32%	16%	37%	32%	28%	25%	21%	19%	16%	14%	12%	11%	9%	8%	19%	16%	14%	12%	11%	9%	8%
10	57%	49%	37%	19%	43%	37%	32%	28%	25%	21%	19%	16%	14%	12%	11%	9%	21%	19%	16%	14%	12%	11%	9%
11	65%	57%	43%	21%	49%	43%	37%	32%	28%	25%	21%	19%	16%	14%	12%	11%	25%	21%	19%	16%	14%	12%	11%
12	75%	65%	49%	25%	57%	49%	43%	37%	32%	28%	25%	21%	19%	16%	14%	12%	28%	25%	21%	19%	16%	14%	12%
13	NA	75%	57%	28%	65%	57%	49%	43%	37%	32%	28%	25%	21%	19%	16%	14%	32%	28%	25%	21%	19%	16%	14%
14	NA	NA	65%	32%	75%	65%	57%	49%	43%	37%	32%	28%	25%	21%	19%	16%	37%	32%	28%	25%	21%	19%	16%
15	NA	NA	75%	37%	NA	75%	65%	57%	49%	43%	37%	32%	28%	25%	21%	19%	43%	37%	32%	28%	25%	21%	19%
16	NA	NA	NA	43%	NA	NA	75%	65%	57%	49%	43%	37%	32%	28%	25%	21%	49%	43%	37%	32%	28%	25%	21%
17	NA	NA	NA	49%	NA	NA	NA	75%	65%	57%	49%	43%	37%	32%	28%	25%	57%	49%	43%	37%	32%	28%	25%
18	NA	NA	NA	57%	NA	NA	NA	NA	75%	65%	57%	49%	43%	37%	32%	28%	65%	57%	49%	43%	37%	32%	28%
19	NA	NA	NA	65%	NA	NA	NA	NA	NA	75%	65%	57%	49%	43%	37%	32%	75%	65%	57%	49%	43%	37%	32%
20	NA	NA	NA	75%	NA	NA	NA	NA	NA	NA	75%	65%	57%	49%	43%	37%	NA	75%	65%	57%	49%	43%	37%
21	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	75%	65%	57%	49%	43%	NA	NA	75%	65%	57%	49%	43%
22	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	75%	65%	57%	49%	NA	NA	NA	75%	65%	57%	49%
23	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	75%	65%	57%	NA	NA	NA	NA	75%	65%	57%
24	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	75%	65%	NA	NA	NA	NA	NA	75%	65%
25	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	75%	NA	NA	NA	NA	NA	NA	75%