# HDFC Life Smart Pension Plan 101L164V02 – Terms and Conditions

A Unit Linked Non-Participating Individual Pension Plan

**PART A: Covering Letter with Policy Schedule**

_____ <dd-mm-yyyy>
_____
_____
_____
_____

Policy Number: _____

**Your <Policy Name UIN> with Policy No. <Policy no.>**

Dear Mr./Ms._____,

Thank you for choosing HDFC Life Insurance as your preferred life insurance solution provider. We are pleased to enclose your Policy Bond, which carries the following details of your recently purchased HDFC Life Insurance Policy:

- ✓ Policy Schedule : Summary of key features of your HDFC Life Insurance Policy
- ✓ Premium Receipt : Acknowledgement of the first Premium paid by you
- ✓ Terms & Conditions : Detailed terms of your Policy contract with HDFC Life Insurance
- ✓ Service Options : Wide range of Policy servicing options that you can benefit from

We request you to carefully go through the information given in the Policy Bond. You are also advised to keep the Policy Bond with utmost care and safety because this document will be required at the time of availing Policy Benefits.

You shall have a period of ___ days from the date of receipt of the Policy document to review the terms and conditions of this Policy and in case of disagreements with the said terms and conditions, an option to return the Policy to the Company for cancellation can be exercised, stating the reasons for objections. Upon such Free-Look cancellation, the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover in addition to the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.
For any assistance, please feel free to contact our customer service team at onlinequery@hdfclife.com or call our toll free number 1800 266 9777. You can also get in touch with us via social media:

https://plus.google.com/+hdfclife/
https://www.youtube.com/user/hdfclife10
http://www.linkedin.com/company/19117
https://twitter.com/HDFClife
https://www.facebook.com/HDFClife

Thank you for giving us the opportunity to help you prepare for a long and happy life.

Yours sincerely

<< Designation of the Authorised Signatory >>

**Authorized Signatory**

## Your Financial Advisor Contact Details

Branch Address: <<Branch Address>>

Agency/Intermediary Code: <<Agency/Intermediary Code>>

| |
|---|
| Agency/Intermediary Name: <<Agency/Intermediary Name>> |
| Agency/Intermediary Telephone Number: <<Agency/Intermediary mobile & landline number>> |
| Agency/Intermediary Contact Details: <<Agency address>> |

**A.1. Policy Preamble: HDFC Life Smart Pension Plan** is a non-participating and unit-linked individual pension Policy. The Terms and Conditions and the Policy Schedule are issued based on the proposal form and other documents as submitted by the Life Assured/Policyholder.

**A.2. Policy Schedule**

| | | | | |
|---|---|---|---|---|
| Name of the Product | HDFC Life Smart Pension Plan | | | |
| UIN of the Product | 101L164V02 | | | |
| Policy Number | | | | |
| Date of the Proposal | | | | |
| Policy Commencement Date | | | | |
| Risk Commencement Date | | | | |
| Sum Assured on Death (at inception) | | | | |
| Premium Amount (Rs.) | | | | |
| Premium Payment Frequency | | | | |
| Premium Payment Term | | | | |
| Vesting Date | | | | |
| Policy Term | | | | |
| Date of Last Installment Premium | | | | |
| Name and Address of the Policyholder | | | | |
| Date of Birth of the Policyholder | | | | |
| Name and Address of the Life Assured | | | | |
| Date of Birth of Life Assured<br>Age of Life Assured at entry<br>Whether Age admitted? | | | | |
| Name of Nominee(s) and relationship to Life Assured. | Name of Nominee | Relationship to Life Assured | Proportion (%) | Age of Nominee |
| | | | | |
| | | | | |
| | | | | |
| Name of Appointee, if Nominee is minor | | | | |
| Special Conditions | «ZENDFLD_001»<br>«ZENDFLD_002»<br>«ZENDFLD_003»<br>«ZENDFLD_004»<br>«ZENDFLD_005» | | | |

**Stamp Duty of Rs. /- is paid as provided under Article 47D(iii) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller**

**Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No.(LOA/CSD/150/2021/Validity Period Dt.07/10/2021 To Dt.31/03/2022 (O/w.No.4088)/Date : 07/10/2021).**

**«Legend_schedule»«ADDAMT»**

**HDFC Life Smart Pension Plan - Terms and Conditions**
**In this Policy, the investment risk in investment portfolio is borne by the Policyholder**

**PART B**
**Important Terms and Definitions**

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

1. **Age** shall be Age as at last birthday of Life Assured at Policy Commencement Date i.e. the Age in completed years and is recorded in the Policy Schedule based on the details provided by the Policyholder.

2. **Allocation** means the process of creating the units at the prevailing unit price offered by the life insurer for example, when the premiums are received or when switches are made..

3. **Annualized Premium** means the premium amount payable in a year excluding the taxes, rider premiums and underwriting extra premium on riders, if any.

4. **Annuitant** means the person entitled to receive the annuity as defined in Clause C.5.

5. **Annuity Plans** are Annuity Plans as detailed in Clause C.5.

6. **Benefit/s** means the Death Benefit, Vesting Benefit, Surrender Benefit, Partial Withdrawal Benefit or any other Benefit as applicable under the terms of this Policy.

7. **Business Day** means any day on which (a) the stocks markets [BSE/NSE] is open to the public for trading and (b) Company is open in Bengaluru to public for transacting business and (c) banks are generally open in Mumbai to public for transacting business.

8. **Commutation/Commute** shall mean the giving up of a part or all of the annuity payable from vesting / Surrender for an immediate lump sum.

9. **Critical Ill health condition** is a condition wherein a recognized medical practitioner has provided a written certificate confirming that the Life Assured is expected to live for less than one year due to his ill health.

10. **Death Benefit** is the amount payable on death of Life Assured to the Eligible Person after Risk Commencement Date and before the Policy vesting Date and in accordance with Clause C.1 of this Policy.

11. **Discontinuance** means the state of a Policy that could arise on account of surrender of the Policy or non-payment of the contractual Premium due before the expiry of the Grace Period.

    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.

12. **Discontinued Policy Fund** means the Segregated Fund of the Company that is set aside and is constituted by the Fund Value, as applicable, of all the Policies discontinued during Lock-in Period, determined in accordance with Regulations.

13. **Eligible Person** means the Policyholder, including assignees under section 38 of the Insurance Act 1938 as amended from time to time or Nominees under section 39 of the Insurance Act 1938 as amended from time to time or proving executors of administration or other legal representatives, as per the applicable laws & Regulations.

14. **Force Majeure Event** shall not be limited to and will include the below events:

    - When one or more stock exchanges which provide a basis for valuation of the assets of the fund are closed otherwise than for ordinary holidays.
    - When, as a result of political, economic, monetary or any circumstances which are not in the control of the insurer, the disposal of the assets of the fund would be detrimental to the interests of the continuing Policyholders.
    - In the event of natural calamities, strikes, war, civil unrest, riots and bandhs.
    - In the event of any Force Majeure or disaster that affects the normal functioning of the Company.

15. **Fund Value** means the total value of the units at a point of time in a Segregated Fund i.e. total number of units under a policy multiplied by the Net Asset Value (NAV) per unit of that fund**.**

16. **Grace Period** means the time granted by the Company from the due date for the payment of Premium, without any penalty or late fee, during which time the Policy is considered to be In force with the risk cover without any interruption, as per the terms and conditions of the Policy. The Grace Period for payment of the Premiums shall be: fifteen days where the Policyholder pays the premium on a monthly basis and thirty days in all other cases.

17. **In Force** means the status of the Policy being active, all due Premiums have been paid and the Policy is not terminated.

18. **Life Assured** shall mean the person named as such in the Policy Schedule on whose name this Policy is effected.

19. **Lock-in Period** means 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 Company to the Policyholder or to the Life Assured, as the case may be, except in the case of death of the Life Assured.

20. **Net Asset Value** (NAV) of a Unit Linked Fund means the price per unit of the underlying Segregated Fund and shall be calculated as follows:

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

21. **Nominee/s** means the person/(s) named in the Policy Schedule who has/have been nominated by the Policyholder (who is also the Life Insured in the Policy) in accordance with the Section 39 of the Insurance Act, 1938 as amended from time to time to receive the benefits in respect of this Policy.

22. **Partial Withdrawal/s** means any part of fund that is encashed / withdrawn by the Policyholder during the Policy Term.

23. **Policy** means the contract of insurance entered into between the Policyholder and the insurer as evidenced by the Policy document.

24. **Policy Anniversary** refers to the same date each year as the Policy Commencement Date.

25. **Policy Commencement Date/Date of Inception of Policy/Date of Commencement of the Policy** means the date, month, and year the Policy comes into effect and is specified as such in the Policy Schedule.

26. **Policy Discontinuance Charges** means a charge that can be levied upon Discontinuance of the Policy.

27. **Policy Document** means the Policy Schedule, the signed Proposal Form, Annexure and any other attached endorsements or supplements together with all addendums and includes necessary documents.

28. **Policyholder** shall mean the owner of this Policy as specified in Policy Schedule or any person in whose favour the Policy is assigned as per the terms of this Policy.

29. **Policy Schedule** means the schedule issued by the Company that sets out the details of this Policy and is attached to and forming part of this Policy.

30. **Policy Term** means the tenure of this Policy during which the contractual Benefits are payable and is specified as such in the Policy Schedule.

31. **Policy Year** means a period of twelve (12) consecutive months starting from the Policy Commencement Date as stated in the Policy Schedule and ending on the day immediately preceding the following Policy Anniversary date and each subsequent period of twelve (12) consecutive months thereafter.

32. **Premium** means the amount payable in a Policy Year on the due date of payment as set out in the Policy Schedule.

33. **Premium Payment Term (PPT)** means the period in years during the Policy Term in which Premiums are payable by the Policyholder under the Policy, as specified in the Policy Schedule.

34. **Premium Redirection** means an option which allows the Policyholder to modify the allocation of amount of renewal Premium to various Segregated Funds, under the Policy.

35. **Prevailing Annuity Rate** shall mean the annuity rates of the Annuity Plans that are approved by IRDAI as per the file and use procedure and are attached to Pension products at the time of utilizing Vesting Benefit, Death Benefit or Surrender Benefit

36. **Regulations** mean the laws and Regulations in effect as amended from time to time and applicable to this Policy, including without limitation the Regulations and directions issued by the Insurance Regulatory and Development Authority of India ('IRDAI') from time to time. The applicable Regulation shall form a part and parcel of the terms and conditions, and the terms and conditions shall be read along with the Regulation.

37. **Relevant Date** means:
    a. For the purpose of calculation of the Death Benefit or death due to suicide, the date of receipt of written intimation of death as detailed in Part C, by the Company, on any Business Day before the Cut-off time;
    b. For the purpose of calculation of Vesting Benefit, the Policy Vesting Date;
    c. For the purpose of calculation of the Surrender Benefits or the Partial Withdrawal Benefits or in case of Switches, the date of receipt of written notice by the Company on any Business Day before the cut-off time;
    d. The date of determination of the applicable charges, in the case of deduction of the applicable charges;
    e. The date of receipt of Premiums paid to the Company by instruments/modes other than ECS, Standing Instructions or Auto debit for the purpose of Premium Payments under this Policy on a Business Day before the Cut off time;
    f. The date of realization of Premium by the Company under this Policy, in case of payments made through ECS, Standing Instruction, Auto Debit Instruction etc;
    g. In case of death due to suicide within 12 months from the Policy Commencement Date of the Policy , the Nominee or beneficiary of the Policyholder shall be entitled to Fund Value, as available on the date of death.

    **Explanation**: Cut-off time for the purpose of this definition means 3 pm on the relevant Business Day. Any request received after the Cut-Off time will be processed on the following Business Day.

38. **Revival** of the Policy means restoration of the Policy, which was discontinued due to the non-payment of Premium, by the Company with all the Benefits mentioned in the Policy Document, 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 or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy.

39. **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.

40. **Risk Commencement Date/Date of Commencement of Risk** means the date from which the Death Benefit under this Policy commences and as specified in the Policy Schedule.

41. **Segregated Fund** means funds earmarked in respect of Unit Linked business.

42. **Single Premium** Policy means a policy, where the premium payment is made in lumpsum payment at the inception of the policy.

43. **Sum Assured on Death** means an absolute amount of Benefit which is guaranteed to become payable on death of the Life Assured in accordance with the terms and conditions of the Policy. Sum Assured on Death in this Policy at any time during the Policy Term will be 105% of total Premiums including Top-up Premiums paid reduced to the extent of the Partial Withdrawals from the Fund Value with respect to contractual Premiums made, if any, during the two-year period immediately preceding the death of the Life Assured. Partial Withdrawals made from Fund Value with respect to Top-up Premiums will not reduce the Sum Assured on Death.

44. **Surrender** means complete withdrawal / termination of the entire Policy.

45. **Surrender Value** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of the Policy.

46. **Switch/es** means a facility allowing the Policyholder to change the investment pattern by moving from one Segregated Fund, either wholly or in part, to other Segregated Fund(s) amongst the Segregated Funds offered under the Policy.

47. **Top-up Premium** is an amount of Premium that is paid by the Policyholders at irregular intervals besides basic regular premium payments or Single Premium stated in the Policy and is treated as Single Premium for all purposes.

48. **Unit/s** means a specific portion or part of an underlying segregated unit linked fund which is representative of the Policyholder's entitlement in the underlying fund.

49. **Vesting Date** means the date of completion of the Policy Term as specified in the Policy Schedule.

50. **Vesting Benefit:** On survival of the Life Assured till the Vesting Date, Vesting Benefit is the fund value as on the date of Vesting.

51. **"We", "Us", "Our" and "Company**" refers to HDFC Life Insurance Company Limited.

52. "**You", "He", "She"** and "**Your**" refers to the Policyholder / Eligible Person.

**PART C**
**Product Core Benefits**

Subject to the provisions and fulfilment of the conditions of this Policy, the Company agrees to pay to the Eligible Person the Benefits under this Policy on the happening of the event/s subject to furnishing proof of happening of the event/s to the satisfaction of the Company.

**C.1 Death Benefit:**

Death Benefit is the amount payable on death of Life Assured to the Nominee after Risk Commencement Date and before the Policy Vesting Date and is subject to the terms of this Policy and the Policy remaining In Force and is higher of the following:

i. Fund Value; or

ii. Sum Assured on Death.

**C.1.1 Utilization of Death Benefit:** On death of the Policyholder prior to the Vesting Date, the nominee will have the following options:

i. Withdraw the entire Death Benefit of the Policy; or

ii. To utilize the entire Death Benefit of the Policy or part thereof for purchasing an immediate annuity (subject to minimum Annuity as allowed by Regulations as amended from time to time) or deferred annuity at the then prevailing annuity rate from the Company. However, the nominee will have the option to purchase annuity from any other insurer at the then Prevailing Annuity Rate to the extent of 50%, of the entire Death Benefit of the Policy net of Commutation or such percentage, as may be prescribed by the IRDAI from time to time.

**C.2 Vesting Benefit:** On survival of the Life Assured till the Vesting Date, Vesting Benefit is the Fund Value as on the Vesting Date.

**C.2.1 Utilization of Vesting Benefit:** The Policyholder will have the following options:

i. To utilize the entire Vesting Benefit to purchase immediate annuity or deferred annuity from the Company at the then Prevailing Annuity Rate or to Commute up to 60% and utilize the balance amount to purchase immediate annuity or deferred annuity from the Company at the then prevailing annuity rate.

ii. The Policyholder will have an option to purchase immediate annuity or deferred annuity from another insurer at the then Prevailing Annuity Rate to the extent of 50%, of the entire Vesting Benefit of the Policy net of Commutation or such percentage, as may be prescribed by the IRDAI from time to time.

In case the amount applied to purchase immediate Annuity is insufficient to purchase minimum Annuity as allowed by Regulations amended from time to time, such amount will be paid to the Eligible Person in lumpsum.

**C.2.2 Postponement of Vesting Date:**

On the date of vesting, in addition to the above, the Policyholder shall have an option to extend the accumulation period or deferment period within the same Policy with the same terms and conditions as the original Policy provided the Policyholder is below an age of 60 years at the time of exercising this option..

**C.2.3 Loyalty Additions:** Loyalty Additions will be allocated as extra units at the end of every Policy Year, starting from the end of 10th Policy Year. Each Loyalty Addition will be a percentage of average of Fund Value including top ups, if any, on the last Business Day of last and current Policy Anniversary. The percentage applicable is 0.25% in Policy Years 10 to 19 and 0.5% in Policy Years 20 and onwards. The average fund value shall be calculated by formula specified below:

Average Fund Value = [Fund Value at the last business day of (n-1)th Policy Year + Fund Value at the last business day of nth Policy Year] / 2

Where n = $10^{th}$, $11^{th}$, $12^{th}$,.... Policy Year

Loyalty Additions are a part of the Fund Value and are paid as part of Vesting Benefit or Death Benefit or Surrender Benefit.

**Please note:**

- All 'Single Premium' Policies and other than 'Single Premium' Policies paying Annualized Premium of Rs. 1,00,000 or more are only eligible for loyalty additions;
- The additional units shall be created in different fund(s) in proportion of the Fund Value at the time of credit;
- For the purpose of calculation of the Loyalty Benefit, NAV applicable would be as on the last Business Day of the applicable Policy Year.

**C.3 QROPS: Access to benefits/payout if this product is purchased as QROPS (Qualifying Recognized Overseas Pension Scheme), through transfer of UK/Ireland tax relieved assets**

Notwithstanding anything stated under this document, the following terms & conditions shall apply to QROPS policyholders:

i. **Benefits on Surrender / Discontinuance**: For the QROPS Policyholder, the access to benefits from Policy proceeds in the form of Partial Withdrawal, Commutation and Annuity, would be restricted till the Policyholder attains 55 years of Age or the end of the Lock-in Period whichever is later, except where Critical Ill Health condition is diagnosed.

ii. **Cancellation in the Free-Look Period**: For the QROPS Policyholder the proceeds from cancellation in free look period can only be transferred back to the UK or Ireland Registered Scheme from where the money was received.

iii. **Multiple Policies under this Scheme**: The QROPS policy holder can have multiple QROPS policies under this scheme but cannot then hold a non-QROPS policy under this scheme.

iv. **Commutation**: The commuted value is restricted up to 30% of the entire fund value after the Policy Holder has attained age 55.

**C.4 Premium under This Policy:**

**C.4.1 Payment of Premiums:** The Policyholder shall pay to the Company the Premium in such frequency on or before the due date for Premium payment as specified in the Policy Schedule or within the Grace Period as mentioned in Part C.5, to secure the applicable Benefits under this Policy. During the Grace Period, the Policy is in full force and eligible for all Benefits under the terms of the Policy. If any Premium is received before the due date for Premium payment, the Company will keep such amount in suspense account and adjust such sum towards Premium on the applicable due date.

In the event the Policyholder makes a choice of monthly premium payment mode, maximum three (3) months Premiums shall be collected in advance on the Date of Commencement of the Policy and adjusted towards the Policy only on the due dates. These advance Premiums shall be non-refundable, except in case of free look cancellation of this Policy.

**C.4.2 Payment of Advance Premiums**: Collection of advance Premium shall be allowed within the same financial year for the Premium due in that financial year. However, where the Premium due in one financial year is being collected in advance in earlier financial year, Premium for maximum period of three months in advance of the due date shall be collected. The premium so collected in advance shall only be adjusted on the due date of the Premium.

**C.4.3 Top-up Premium:**

The Policyholder has an option of paying unlimited Top-up Premiums in addition to the Premiums within Policy Term subject to a minimum amount of Rs. 10,000 at each instance.

a) Top-up can only be paid as long as basic Premiums are paid to date.

b) No Top-up shall be accepted where basic Premiums are due during the Grace Period.

c) Every Top-up shall have an Additional Sum Assured which will be 1.05 times of the Top-up premium paid.

d) The Top- up Premium as reduced by the Premium Allocation Charges shall be invested in the Segregated Fund(s) offered by the Company and in proportions as chosen by the Policyholder.

e) No Partial Withdrawals can be made from the Top-ups till the expiry of 5 years from the date of payment of the respective Top-up premium, except the case of complete Surrender of the Policy. This would not hold valid if the base plan has been discontinued. Top-Up Fund Value would be liquidated along with the base plan Fund Value at the time of complete Surrender of the Policy.

**C.5 Grace Period:**

A Grace Period of fifteen (15) days for policies with monthly premium payment mode and thirty (30) days for annual premium payment modes from the Premium payment due date shall be allowed for payments of each Premium. The Premiums are payable on the due date for payment and in any case not later than the Grace Period. During the Grace Period, the Policy shall continue to be in force for availing the Death Benefit or Vesting Benefit.

**PART D**
**POLICY SERVICING RELATED ASPECTS**

**D.1 Free Look Provisions:**.

The Policyholder shall have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy and if the Policyholder disagrees with the said terms and conditions, the Policyholder shall have the option to return the Policy to the Company for cancellation, stating the reasons for His objections. Upon such Free-Look cancellation, the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover and medical examination fees (if any) in addition to the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

The Policyholder shall have a period of 30 days if the Policy is sourced through Distance Marketing# from the date of receipt of the Policy document to review the terms and conditions of this Policy and if the Policyholder disagrees with the said terms and conditions, the Policyholder shall have the option to return the Policy to the Company for cancellation, stating the reasons for His objections. Upon such Free-Look cancellation, the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover and medical examination fees (if any) in addition to the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.
# Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person.

**D.2 Discontinuance Provisions:** It is the state of the Policy that could arise on account of Surrender of the Policy or non-payment of the contractual premium.

**D.2.1. Discontinuance of the Policy during Lock-in Period:**

**D.2.1.1.) For other than single Premium policies,** upon expiry of the Grace Period, in case of Discontinuance of Policy due to non-payment of Premium, the Fund Value after deducting the applicable Discontinuance charges, shall be credited to the Discontinued Policy Fund and the risk cover shall cease.

**D.2.1.2.)** Such discontinuance charges shall not exceed the charges as stipulated in Clause E.6.5. All such discontinued policies shall be provided a Revival Period of three years from date of first unpaid Premium. On such Discontinuance, the Company shall communicate the status of the Policy, within three months of the first unpaid Premium, to the Policyholder and provide the option to revive the Policy within the Revival Period of three years.

**D.2.1.2.1.)** In case the Policyholder opts to revive but does not revive the Policy during the Revival Period, the proceeds of the Discontinued Policy Fund shall be paid* to the Policyholder at the end of the Revival Period or Lock-in Period whichever is later. In respect of Revival Period ending after Lock-in Period, the Policy will remain in Discontinued Policy Fund till the end of Revival Period. The Fund management charges of Discontinued Policy Fund will be applicable during this period and no other charges will be applied.

**D.2.1.2.2.)** 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 Discontinued Policy Fund. At the end of the Lock-in Period, the proceeds of the Discontinued Policy Fund shall be paid* to the Policyholder and the Policy shall terminate.

**D.2.1.2.3)** 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.

**D.2.1.3.) In case of Single Premium policies,** the Policyholder has an option to Surrender any time during the Lock-in Period. Upon receipt of request for Surrender, the Fund Value, after deducting the applicable Discontinuance charges, shall be credited to the Discontinued Policy Fund.

**D.2.1.3.1.)** Such discontinuance charges shall not exceed the charges as stipulated in Clause E.6.5.

**D.2.1.3.2.)** The Policy shall continue to be invested in the Discontinued Policy Fund and the proceeds from the Discontinuance fund shall be paid* at the end of Lock-in Period. Only fund management charge shall be deducted from this fund during this period. Further, no risk cover shall be available on such Policy during the Discontinuance period.

In case the Life Assured dies after the Discontinuance of the Policy, Fund Value as on date of intimation of death shall be payable* on death and the Policy shall terminate.

"Proceeds of the discontinued Policies" means the Fund Value as on the date the Policy was discontinued after addition of interest.

The minimum guaranteed interest rate applicable to the Discontinued Policy Fund shall be declared by the Authority from time to time. The current minimum guaranteed interest rate applicable to the Discontinued Policy fund is 4% per annum.

**D.2.2. Discontinuance of the Policy after Lock-in Period:**

**D.2.2.1. For other than Single Premium policies:**

**D.2.2.1.1.)** Upon expiry of the Grace Period, in case of Discontinuance of Policy due to non-payment of Premium after Lock-in Period, the risk cover will remain same and mortality charges and all other charges as per terms and conditions of the Policy shall be deducted during the Revival Period.

**D.2.2.1.2)** On such Discontinuance, the Company shall communicate the status of the Policy, within three months of the first unpaid Premium, to the Policyholder and provide the following options:

**(D.2.2.1.2.1.)** To revive the Policy within the Revival Period of three years, or

**(D.2.2.1.2.2.)** To opt for complete withdrawal of the Policy.

**(D.2.2.1.3.)** In case the Policyholder opts for (D.2.2.1.2.1.) 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.

**(D.2.2.1.4.)** In case the Policyholder does not exercise any option as set out above, at the end of the Revival Period or before the end of Policy Term , whichever is earlier, the proceeds of the Policy fund shall be paid* to the Policyholder and the Policy shall terminate.

In case the Life Assured dies in the Revival Period, higher of Fund Value as on date of intimation of death or 105% of total premiums paid excluding the partial withdrawals made during the two-year period immediately preceding the death of the Life Assured shall be payable* on death and the Policy shall terminate.

Loyalty Additions as a % of average Fund Value at the current and last Policy Anniversary shall be added to the Fund Value every Policy year during the Revival Period.

**(D.2.2.1.5.)** However, the Policyholder has an option to Surrender the Policy anytime and proceeds of the Policy fund shall be payable*.

**D.2.2.2.) In case of Single Premium Policies,** the Policyholder has an option to Surrender the Policy any time. Upon receipt of request for Surrender, the Fund Value as on date of Surrender shall be payable*.

*The Benefit shall be paid out as per the option chosen by the Policyholder as explained under Section C.1.1. , C.2.1 and D.4.1 & D.4.2 respectively for the events of death, vesting & Surrender

**D.3. Revival of a Discontinued Policy**
**D.3.1. Revival of a Discontinued Policy during Lock-in Period:**

**D.3.1.1.)** In case the Policyholder revives the Policy, the Policy shall be revived 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 as in below stated section D.3.1.2. in accordance with the terms and conditions of the Policy.

**D.3.1.2.)** The Company, at the time of Revival:

**D.3.1.2.1.)** Shall collect all due and unpaid premiums without charging any interest or fee.

**D.3.1.2.2.)** Shall levy policy administration charge and premium allocation charge as applicable during the Discontinuance period.

**D.3.1.2.3.)** Shall add back to the fund, the discontinuance charges deducted at the time of discontinuance of the Policy.

**D.3.2. Revival of a discontinued Policy after Lock-in Period:**

**D.3.2.1.)** In case the Policyholder revives the Policy, the Policy shall be revived restoring the original risk cover in accordance with the terms and conditions of the Policy.

**D.3.2.2.)** The Company, at the time of Revival:

**D.3.2.2.1.)** Shall collect all due and unpaid premiums without charging any interest or fee.

**D.3.2.2.2.)** Shall levy premium allocation charge

**D.3.2.2.3.)** No other charges shall be levied.

**D.4 Surrender Provisions:** At any point of time during the Policy Term, the Policyholder can opt to Surrender the Policy subject to the terms mentioned below:

**D.4.1 Policy Surrendered during the Lock-in Period:** In case the Policy is surrendered during the Lock-in Period, the Fund Value net of Policy Discontinuance Charges shall be credited to the Discontinued Policy Fund and the Policy will be treated as mentioned in the Part D.2.2 on "Treatment of Policy while in Discontinued Policy Fund". With respect to the Policy surrendered during Lock-in Period, the Fund Value credited to the Discontinued Policy Fund will continue to be invested in Discontinued Policy Fund till the end of Lock-in Period or death of Life Assured, whichever is earlier. On Death of Life Assured before end of Lock-in Period, Death Benefit will be the Discontinued Policy Fund as on date of death of Policyholder and must be utilized by the Nominee as mentioned in Part C.1.1. On survival of the Policyholder till the end of Lock-in Period, the Policy will be terminated and Discontinued Policy Fund as on that date will be utilized by Policyholder as mentioned in Part C.2.1.

**D.4.2 Policy Surrendered after completion of Lock-in Period**: In case the Policy is surrendered after completion of Lock-in Period, the Policy stands terminated and Fund Value as on date of Surrender must be utilized by Policyholder as mentioned in Part C.2.1.

**D.4.3** On utilization of Surrender Value, the Policy stands terminated.

**D.5 Partial Withdrawal:** allow the Policyholder a facility for encashment subject to the following conditions:

i. Partial Withdrawal can be made only after completion of Lock-in Period subject to Policy being In Force.

ii. The Policyholder may avail Partial Withdrawal Benefit for a minimum amount of Rs.6000/- and maximum amount up to 25% of Fund Value (Fund Value to be considered will be the Fund Value as on date of receipt of written request by the Company on any Business Day before the cut-off time which is 3 pm on Relevant Business Day. For any request received after 3 pm, following Business Day's Fund value will be considered)

at the time of withdrawal. The Company shall pay the Partial Withdrawal amount, by cancellation of Units of equivalent amount from Fund Value.

iii. Partial Withdrawal is allowed only three times during the entire Policy Term.

iv. Partial withdrawals made shall be allowed from the fund built up from the Top-up Premiums, if any, as long as such fund supports the Partial Withdrawal and subsequently, the Partial Withdrawals may be allowed from the fund built up from the contractual Premium.

v. Partial Withdrawals shall not be allowed which would result in termination of a contract.

vi. Partial Withdrawals with respect to the Fund Values from the contractual Premiums shall only be counted for the purpose of adjusting the Sum Assured on Death to be payable. Partial withdrawals made from the Top-up Premiums shall not be deducted for this purpose.

vii. Partial Withdrawal shall be allowed only against the stipulated reasons:

I. Higher education of children.
II. Marriage of children.
III. For the purchase or construction of residential house.
IV. For treatment of critical illnesses of self or spouse.

**D.6 Fund Switching:** The policy allows the flexibility to Switch Fund Value from one Segregated Fund to another (except Discontinued Policy Fund) and from/to Automatic Asset Rebalancing Strategy or Systematic Transfer Strategy. Unlimited switches are allowed during the Policy Term.

**D.7 Policy Loan:** Loan facility is not allowed under this Policy.

**D.8 Foreclosure:** If the Fund Value at any point of time is not sufficient to deduct the due Charges, the Policy will be foreclosed and no benefits will be payable thereon. The Policyholder will be intimated before foreclosure of the Policy.

**PART E**
**All the applicable Charges, Fund Name, Fund Options etc. (Applicable especially for ULIP Policies)**

**E.1 Unit Linked Funds:** The Company may from time to time, with the approval of the IRDAI, establish Unit Linked Fund(s) and offer such Unit Linked Fund(s) to the Policyholder. The Unit Linked Fund(s) presently offered by the Company and the investment objectives and the indicative portfolio Allocations of these Unit Linked Fund(s) are as follows:

**E.1.1 Individual Preserver Pension Fund (SFIN: ULIF01216/12/09PNPRESERVR101):** The investment objective of this Fund is to provide security and moderate growth. A minimum of 75% of the available funds and up to maximum of 100% of the available funds would be invested in debt and debt-related instruments and no more than 25% of the fund may be invested in instruments with a maturity of less than 12 months.

**E.1.2 Individual Prime Equity Pension Fund (SFIN: ULIF01316/12/09PNPRIMEEQU101):** The objective of this Fund is to maximize growth through investments in a portfolio of equities. A minimum of 90% and up to maximum of 100% of the available funds under this Fund will be invested in equities or equity related instruments. A minimum of 0% and up to maximum of 10% of the available funds under this fund will be invested in debt and money market related instruments. The investments are made mainly into any company within the BSE 100 and no more than 25% of the fund may be invested in companies outside the BSE 100 universe.

**E.1.3 Large Cap - Pension Fund (SFIN: ULIF01901/06/20PNLARGECAP101):** The objective of this fund is to generate long-term capital appreciation from a portfolio that is predominantly based on the stocks which are constituents of the Nifty-50, subject to the regulatory limits on the investee companies, their groups and industry sectors. A minimum of 90% and up to maximum of 100% of the available funds under this Fund will be invested in equities or equity related instruments (which may include equity ETF). A minimum of 0% and up to maximum of 10% of the available funds under this Fund will be invested in Money Market & Liquid Mutual Funds related instruments. (*Refer to E.6.8)

| Fund Name | Investment Pattern | Objective | Risk |
|---|---|---|---|
| Individual Preserver Pension Fund (SFIN: ULIF01216/12/09PNPRESERVR101) | Debt: 75% to 100%<br>Money Market: 0% to 25% | To provide safety and growth with minimum risk | Low |
| Individual Prime Equity Pension Fund(SFIN: ULIF01316/12/09PNPRIMEEQU101) | Equity: 90% to 100%<br>Debt: 0% to 10%<br>Money Market: 0% to 10% | To provide for equity linked market returns | High |
| Large Cap - Pension Fund (SFIN: ULIF01901/06/20PNLARGECAP101) | Equity: 90% to 100% (including equity ETF)<br>Money Market and Liquid mutual fund related instruments: 0% - 10% | To generate long-term capital appreciation from a portfolio that is predominantly based on the stocks which are constituents of the Nifty-50, subject to the regulatory limits on the investee companies, their groups and industry sectors | High |

The description in above table sets out the risk categories of all the Segregated Funds and it is in addition to the detailed description of these funds. The Policyholder shall have an option to Switch the existing Fund Value represented in any unit linked fund amongst one or more Unit Linked Fund(s) or reallocate renewal premiums by opting for Premium Redirection.

**E.1.4 Discontinued Policy Fund Pension (SFIN: ULIF05201/10/13DISCONTDPF101):** The objective of the fund is to earn a minimum interest rate prescribed by IRDAI from time to time. Currently, the rate prescribed is 4%

per annum. The excess income earned in the Discontinued Policy Fund Pension/discontinued Policy account over and above the minimum guaranteed interest rate shall also be apportioned to the Discontinued Policy Fund Pension in arriving at the proceeds of the discontinued policies and shall not be made available to the shareholders. The Discontinued Policy Fund Pension shall be a unit fund with the following asset categories:

i) Money market instruments: 0% to 40%;
ii) Government securities: 60% to 100%

E.1.5 The Policyholder will have option to choose to invest the net Premium available for Investment in the desired proportion in the Unit Linked funds set out in Clause E.1 or choose Automatic Asset Rebalancing Strategy as set out in Clause E.2, either at the Policy Commencement Date or at any time during the Policy Term. The Policyholder will also have an option to choose Systematic Transfer Strategy as set out in Clause E.3 at the Policy Commencement Date or at any time during the Policy Term. At any time, the Policyholder can apply for only one strategy and no manual switches will be allowed till Policyholder requests the Company for an exit from the strategy.

E.1.6 The Allocation in to Unit Linked Funds should be in multiples of 1% and the total of all the proportions should add up to 100%.

E.1.7 With the prior approval of IRDAI and subject to the Board approved investment policy of the Company in effect from time to time and applicable Regulations, the Company shall have full freedom 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 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 Unit Linked Fund. The Company shall have absolute legal and beneficial ownership of all investments and assets of the Unit Linked Fund (s).

E.1.8 The Company may, with the prior approval of the IRDAI, close or discontinue any Unit Linked Fund or funds on the happening of an event, which, in the opinion of the Company, requires the unit linked fund/(s) to be closed or discontinued. In the event the Company decides to close or discontinue any Unit Linked Fund, the Company will provide a free Switch, after informing the Policyholder, to another available unit linked fund with similar objective/risk profile with either same or lower fund management charges. In case the Policyholder does not revert after being informed by the Company, then the available unit linked fund with similar objective/risk profile and with either same or lower fund management charges, then such unit linked fund will act as default fund and monies will be moved to such fund.

E.1.9 With the prior approval of IRDAI and subject to the board approved investment policy, the Company may, at its discretion, and with prior notice of 30 days to the Policyholder, modify the proportions of available funds to be invested in bonds, equity or other asset classes in respect of any of the above Unit Linked Funds or pre-defined Investment Strategies or introduce new Unit Linked Funds or pre-defined investment strategies, depending upon the prevailing and expected investment environment and the applicable Regulations.

E.1.10 **Access to new funds:** Over the Policy period, the Company may offer new funds of similar nature with a prior approval of IRDAI. If offered, the Policyholder will be given an option (subject to the Policy being In Force), to re-direct the future Premiums in to the new funds offered by Company.

**E.2 Automatic Asset Rebalancing Strategy** is an option available to the Policyholder if Systematic Transfer Strategy is not opted, wherein, instead of investing in Unit Linked Funds as set out in Part E.1, the Policyholder can opt to allocate his/her Fund Value under the pre-defined ratio (between **Individual Prime Equity Pension Fund/ Large Cap - Pension Fund** and **Individual Preserver Pension Fund**) and during the pre-defined period as mentioned below:

| No. of years to Vesting | Individual Prime Equity Pension Fund/ Large Cap - Pension Fund | Individual Preserver Pension Fund |
|---|---|---|
| 20 | 90 | 10 |
| 15 – 19 | 80 | 20 |
| 10 – 14 | 60 | 40 |

| | | |
|---|---|---|
| 5 – 9 | 40 | 60 |
| 0 – 4 | 20 | 80 |

The Policyholder can choose this option either at the Policy Commencement Date or any time during the Policy Term. The Policyholder can choose to enter and exit this strategy with immediate effect at any time during the Policy Term by giving a notice in writing to the Company.

**E.3 Systematic Transfer Strategy** works on the principle of rupee cost averaging method to safeguard against market volatilities. In the event if the "Systematic Transfer Plan" is opted provided that Automatic Asset Rebalancing Strategy is not opted, the Premium received net of Premium Allocation Charge shall be allocated first to the **Individual Preserver Pension Fund** to purchase Units. Immediately thereafter and on each subsequent monthly anniversary, Fund Value of [1/(13-month number in the Policy Year)] of the Units available at the beginning of the month shall be Switched to **Individual Prime Equity Pension Fund/ Large Cap - Pension Fund** automatically by cancelling Units from the **Individual Preserver Pension Fund** till availability of Units in the **Individual Preserver Pension Fund**.

E.g.:
Policy Month 1: 1/(13-1)= 1/12th of the Units to be switched
Policy Month 2: 1/(13-2)= 1/11th of the Units to be switched
Policy Month 11: 1/(13-11)= 1/2 of the Units to be switched
Policy Month 12: 1/(13-12)= Balance Units to be switched

Systematic Transfer Plan is available only in policies with Annual Premium payment mode and is primarily for policyholders' who wish to invest 100% in equities in a systematic manner. There shall be no Switch Charge to affect Switches under the Systematic Transfer Plan option. During the period when Systematic Transfer Plan is In Force, Partial Withdrawal of Units shall not be permitted from the **Individual Preserver Pension Fund** and any Top-up Premium paid will only be directed to **Individual Preserver Pension Fund**. Policyholder may opt out with immediate effect or opt for effective from the subsequent policy anniversary, the Systematic Transfer Plan option by giving a written notice to the Company.

In case Policyholder fails to pay the due Premium within the Grace Period, the Systematic Transfer Plan opted for shall cease to apply and Premium received after the expiry of the Grace Period shall be allocated to the **Individual Prime Equity Pension Fund/ Large Cap - Pension Fund** as selected by Policyholder at the revival of the Policy. The Systematic Transfer Plan option shall be automatically applied for all future Premiums received thereafter but within the Grace Period, unless advised otherwise.

**E.4 Units:** The Units shall be allocated in the manner set forth hereinafter and such Allocation may be made up to five decimal places of a Unit. The NAV shall be computed to four decimal points. The NAV will be declared as soon as may be possible after close of every Business Day and the NAV so declared shall apply till the next NAV is declared. The NAV will be published on the website of the Company on a daily basis.

E.4.1 **Allocation of Units:** The Units in an existing and operating Unit Linked Fund will be allocated on the Relevant Date of receipt of Premium, or after receipt of complete information required for Allocation of Units by the Company in terms of this Policy, or on the Policy Commencement Date, whichever occurs later.

E.4.2 **Partial Withdrawal, Surrender, Discontinuance and Switching of Units:** The Company shall make all transactions in Units such as Switching, Partial Withdrawals, Discontinued Policy and Surrender on the applicable Relevant Date.

E.4.2.1 All requests for Partial Withdrawals, Surrenders, Switching of Units and all intimations pertaining to claim of Benefits shall be in writing, submitted to HDFC Life's Office and shall take effect on the Relevant Date.

E.4.3 **Valuation of Unit Linked Funds:** NAV will be calculated daily and will be net of Fund Management Charges. The NAV shall be computed to four decimal places and the calculation of the Company in this regard is final and binding for all purposes except in case of manifest error. The NAV for each Business Day to be declared / recorded at the end

of each Business Day. 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.

E.4.4 **Recovery of Charges:** All the charges, other than the Fund Management charges and the Premium Allocation charges, shall be recovered by cancellation of required number of Units from the respective Unit Linked Funds on the Relevant Date. In case there are more than one Unit Linked Funds, the cancellation of Units will be effected, to the extent feasible, in the same proportion as the aggregate value of the Units held in each Unit Linked Fund. Fund Management charges shall be recovered before arriving at the NAV. Premium Allocation charges shall be recovered by deduction from the amount of Premium received.

E.4.5 **Unit Statement of Account:** The Company shall issue to the Policyholder, a Unit Statement of Account showing the details of Units held and particulars of credits and debits in respect of the Fund Value on yearly basis as well as whenever a transaction in the nature of receipt of Premium, Switch, Partial Withdrawal or payment of Benefits, takes place.

**E.5 Fund Value:** For the purpose of this Policy, the Company will maintain an account called the Fund Value, to which the Premiums received from the Policyholder under this Policy shall be credited, net of Premium Allocation Charges as provided for in Clause E.6.2 hereto. The amount so credited shall be utilized for purchase of Units in the Unit Linked Funds offered by the Company and chosen by the Policyholder.

**E.6 Charges:** The Company shall levy the Mortality charges, Premium Allocation charges, Fund Management charges, Policy Administration charges, Policy Discontinuance Charges and Miscellaneous Charges as provided below:

**E.6.1**.**Mortality Charge**: Mortality Charge is the charge based on sum at risk levied at the beginning of each Policy month by cancellation of units, for providing the Death Benefit. The Mortality Charges will vary based on Age, gender of Life Assured, and other factors as the Company may consider appropriate. The sum at risk will be calculated as 105% of total Premiums paid excluding the Partial Withdrawals made from Fund Value with respect to contractual Premiums during the two-year period immediately preceding the death of the Life Assured, less Fund Value subject to minimum zero. The Mortality Charges are guaranteed during the entire term of the Policy.
Annual Mortality Charges per Rs.1,000 Sum at Risk for male lives are mentioned below:

| Age | Charge | Age | Charge | Age | Charge | Age | Charge | Age | Charge | Age | Charge | Age | Charge |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 25 | 0.94 | 33 | 1.07 | 41 | 1.75 | 49 | 3.75 | 57 | 8.57 | 65 | 15.37 | 73 | 30.24 |
| 26 | 0.94 | 34 | 1.12 | 42 | 1.90 | 50 | 4.20 | 58 | 9.29 | 66 | 16.57 | 74 | 33.20 |
| 27 | 0.94 | 35 | 1.18 | 43 | 2.06 | 51 | 4.71 | 59 | 10.03 | 67 | 17.93 | 75 | 36.49 |
| 28 | 0.94 | 36 | 1.24 | 44 | 2.25 | 52 | 5.26 | 60 | 10.78 | 68 | 19.44 | 76 | 40.15 |
| 29 | 0.95 | 37 | 1.32 | 45 | 2.47 | 53 | 5.87 | 61 | 11.57 | 69 | 21.14 | 77 | 44.19 |
| 30 | 0.97 | 38 | 1.41 | 46 | 2.72 | 54 | 6.51 | 62 | 12.40 | 70 | 23.05 | 78 | 48.67 |
| 31 | 1.00 | 39 | 1.51 | 47 | 3.01 | 55 | 7.18 | 63 | 13.30 | 71 | 25.19 | 79 | 53.63 |
| 32 | 1.03 | 40 | 1.62 | 48 | 3.36 | 56 | 7.87 | 64 | 14.28 | 72 | 27.58 | 80 | 59.11 |

Annual Mortality Charges for female lives are equal to three year younger males. However, for female lives aged 25, 26 and 27 years, mortality charges for male life aged 25 shall be applicable.

**E.6.2 Premium Allocation Charges**: Premium Allocation charge is a percentage of the premium appropriated towards charges from the Premium received and is charged at the time of receipt of the Premium. The Premium Allocation Charges will remain unchanged during the period of the Policy and are as follows:

**Premium Allocation charges for other than 'Single Premium' Policy**

| Policy Year | Allocation charge (Annual Mode) | Allocation charge (Half-Yearly & Monthly Mode) |
|---|---|---|
| 1 | 12% | 9% |
| 2nd Year onwards | 4% | 3% |

**Premium Allocation charges for 'Single Premium' Policy**

| Single Premium (Rs.) | Allocation charge |
|---|---|
| 1,00,000 - 3,49,999 | 1.5% |
| 3,50,000 – 4,99,999 | 1.0% |
| 5,00,000 & above | Nil |

Premium allocation charge for Top-up Premium is 1%.

E.6.3 **Policy Administration Charges:** Policy administration charges comprises of charges, which are levied to meet expenses, other than those covered by the Premium Allocation charges and the Fund Management charges. The Company can review the Policy Administration charge after giving 30 days' notice and with prior approval from IRDAI. The maximum Policy Administration Charge cannot exceed the cap as allowed by IRDAI from time to time. Currently, the maximum Policy Administration Charge is Rs. 500 per month. These charges are applicable throughout the Policy Term & would be deducted at the beginning of each Policy month by way of cancellation of units.

| Premium Size | Regular/Limited Pay | Single Pay/ Top-Up Premium |
|---|---|---|
| Less than 10 Lakhs | Policy Year 1-5: 0.1%<br>Policy Year 6-10: 0.3%<br>Policy Year 11-15:0%<br>Policy Year 16+:0.3% | Policy Year 1- 5 : 0.08%<br>Policy Year 6 – 10 : 0.15%<br>Policy Year 11 - 15: 0%<br>Policy Year 16+:0.15% |
| 10 lakhs and above | Policy Year 1-5: 0.1%<br>Policy Year 6-10: 0.3%<br>Policy Year 11-15:0%<br>Policy Year 16+:0.3% | 0% |

E.6.4 **Fund Management Charges:** Fund Management charge is a charge levied on a daily basis as a percentage of value of assets held in the respective Unit Linked Fund at the time of computation of the NAV. Currently, the Company offers 3 Unit Linked Funds which are given below. The Fund Management Charges vary with each Unit Linked Fund as follows:

| Fund Name | % of Fund Value per annum |
|---|---|
| Individual Preserver Pension Fund | 1.00% |
| Individual Prime Equity Pension Fund | 1.35% |
| Large Cap - Pension Fund | 0.85% |

Fund Management Charge applicable for **Discontinued Policy Fund Pension** is **0.5%** per annum.
For Automatic Asset Rebalancing Strategy and Systematic Transfer Plan, the Fund Management Charge will be determined as weighted average of the above Fund Management Charges where weights are the proportions in which the amount is invested into these Unit Linked Funds.

The Company reserves the right to change the Fund Management Charge, with the approval of the IRDAI, provided however that the Fund Management Charges shall not exceed the cap on Fund Management Charges as determined by the IRDAI from time to time. Currently the maximum cap allowed by IRDAI is 1.35%.

E.6.5 **Policy Discontinuance Charge:**

Policy Discontinuance Charges is levied one time on the date of Policy Discontinuation. Policy can be discontinued any time in accordance with the Policy Term subject to the following Policy Discontinuation Charges:

1) For other than Single Premium Policy:

| Where the Policy is discontinued during the Policy Year | Policy Discontinuance Charges for Policy having Annualized premium up to Rs.50,000 | Policy Discontinuance Charges for Policy having Annualized premium above Rs.50,000 |
|---|---|---|
| 1 | Lower of 20% * (AP or FV)subject to a maximum of Rs. 3000 | Lower of 6% * (AP or FV)subject to a maximum of Rs. 6000 |
| 2 | Lower of 15% * (AP or FV)subject to a maximum of Rs.2000 | Lower of 4% * (AP or FV)subject to a maximum of Rs. 5000 |
| 3 | Lower of 10% * (AP or FV)subject to a maximum of Rs.1500 | Lower of 3% * (AP or FV)subject to a maximum of Rs. 4000 |
| 4 | Lower of 5% * (AP or FV)subject to a maximum of Rs.1000 | Lower of 2% * (AP or FV)subject maximum of Rs. 2000 |
| 5 and onwards | Nil | Nil |

*AP – Annualized Premium
FV – Fund Value

2) For Single Premium Policy:

| Where the Policy is discontinued during the Policy Year | Policy Discontinuance Charges for Policy having Single Premium up to Rs.3,00,000 | Policy Discontinuance Charges for Policy having Single Premium above Rs. 3,00,000 |
|---|---|---|
| 1 | Lower of 2% *(SP or FV)subject to a maximum ofRs.3000/- | Lower of 1% *(SP or FV) subject to a maximum of Rs.6000/- |
| 2 | Lower of 1.5% *(SP or FV)subject to a maximum of Rs.2000/- | Lower of 0.70% *(SP or FV) subject to a maximum of Rs. 5000/- |
| 3 | Lower of 1% *(SP or FV)subject to a maximum ofRs.1500/- | Lower of 0.50%* (SP or FV) subject to a maximum of Rs. 4000/- |
| 4 | Lower of 0.5% *(SP or FV)subject to a maximum of Rs.1000/- | Lower of 0.35% *(SP or FV) subject to a maximum of Rs. 2000/- |
| 5 and onwards | Nil | Nil |

SP – Single Premium
FV – Fund Value

The company can review the Policy Discontinuance Charges after giving 30 days' notice and with prior approval from IRDAI. The maximum Discontinuance Charges cannot exceed the cap as allowed by IRDAI from time to time. No Policy Discontinuance Charges are levied on Top-up Premiums.

**E.6.6 Switch Charge:** No charge is applicable for Switches made during the Policy Term.

**E.6.6 Premium Redirection Charge:** No charge is applicable for Premium Redirection made during the Policy Term.

**E.6.7 Partial Withdrawal Charge:** No charge is applicable for Partial Withdrawals made during the Policy Term.

**Part F**

**General Terms and Conditions**

**F.1** **Fraud and Misstatement:** In issuing this Policy, the Company has relied on, and would rely on, accuracy and completeness of the information provided by the Policyholder/Life Assured and any other declarations or statements made or as may be made hereafter, by the Policyholder/Life Assured.

In case of fraud or misstatement, the Policy shall be treated in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

**[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed as Annexure – (I) for reference]**

**F.2** **Admission of Age**: The Age of the Life Assured has been admitted on the basis of the declaration made by the Policyholder / Life Assured in the Proposal and/or in any statement based on which this Policy has been issued. If the Age of the Life Assured is found to be different from that declared, the Company may, adjust the Premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, as it deems fit. This Policy shall however terminate at the option of the Company by paying the Surrender Value (as applicable). if the Age of the Life Assured at the Policy Commencement Date is found to be higher than the maximum or lower than the minimum entry Age that was permissible under the Policy at the time of issue. In case the Age of the Life Assured has not been admitted and subsequently the Age of the Life Assured is found to be not acceptable as per the product specifications, the Policy shall terminate and the Eligible Person shall be paid the Fund Value after deducting all applicable charges like medical, Stamp duty, etc.

**F.3** **Assignment:** Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time.

**[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure - (II) for reference]**.

**F.4** **Nomination:** Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time.

**[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure - (III) for reference]**

**F.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 Funds and / or determination of the NAV, with the approval of the IRDAI.

**F.6** **Release and discharge:** The Policy will terminate automatically on payment of the Death Benefit or the Vesting Benefits or the Surrender Benefit or on happening of events that the Policy states specifically that the Policy shall terminate, as the case may be, and the Company will be relieved and discharged from all obligations under this Policy thereafter.

**F.7** **Taxes, duties and levies and disclosure of information:** This Policy, and the Benefits and the Surrender Value payable under this Policy shall be subject to the Regulations, including taxation laws in effect from time to time. All taxes, duties, levies or imposts including without limitation any sale, use, value added, service tax or other taxes (collectively "Taxes") as may be imposed now or in future by any authority (collectively "Taxes") on the Premiums and other sums payable to the Company or the Company's obligations under the Policy or the Benefits payable under the Policy or in any way relating to this Policy, shall be borne and paid by the Policyholder or the Person to whom Benefits payable, as the case may be. The Premium and other sums payable under or in relation to the Policy do not include the Taxes. If, however, the applicable law imposes

such Taxes on the Company, then the Company shall have the right to recover the same from the Policyholder or the Person to whom Benefits payable.

The persons receiving the Benefits shall be solely liable for complying with all the applicable provisions of the Regulations, including taxation laws, and payment of all applicable Taxes. Except as otherwise required by law, the Company shall not be responsible for any Tax liability arising in relation to this Policy or the Benefits payable in terms of this Policy. In any case where the Company is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, the Company shall be entitled to deduct such Taxes from any sum payable under this Policy, and deposit the amount so deducted with the appropriate governmental or regulatory authorities.

In any case where the Company is obliged to disclose to the revenue or other regulatory authorities any information concerning the Policy, including information concerning the Premium and the Benefits under this Policy, the Company shall be entitled to disclose the required information to the appropriate governmental or regulatory authorities.

**F.8** **Notice by the Company under the Policy:** Any of the notices required to be issued in terms of this Policy may be issued, either by issuing individual notices to the Policyholder, including by electronic mail and/or facsimile, or by issuing a general notice, including by publishing such notices in newspapers and/or on the Company's website. Please communicate any changes in your mailing address or any other communication details as soon as possible. This will enable us to serve you better.

**F.9** **Entire Contract:** This Policy comprises of the terms and conditions set forth in this Policy document, the Policy Schedule, 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.

**F.10** **Risk Factors:**

(a) 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.
(b) Unit Linked Life Insurance Products are different from the traditional insurance products and are subject to market risk;
(c) HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life Smart Pension Plan is only the name of the linked insurance Policy and does not in any way indicate the quality of the product, its future prospects or returns;
(d) The various fund offered under this Policy are the names of funds and do not in any way indicate the quality of these plans, their future prospects and returns;
(e) 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;
(f) The Premium paid in linked insurance policies are subject to investment risks associated with Capital Markets and NAVs of the units may go up or down based on the performance of fund and factors influencing the Capital Market and the insured is responsible for his / her decisions. Past performance of the Unit Linked Fund and other plans of the Company are not indicative of future performance of any of these Funds;
(g) All Benefits payable under this Policy are subject to tax laws and other fiscal enactments in effect from time to time;
(h) The Unit Linked Life Insurance Product does not offer a guaranteed return and investment risk is borne by the Policyholder;
(i) The Premiums and funds are subject to certain charges related to the fund or to the Premiums paid;

**F.11** **Governing Law and Jurisdiction:** This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts in India.

**F.12 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 Revival of the Policy, as applicable, the Eligible Person shall be entitled to the Fund Value, as available on the date of intimation of death.

Further any charges other than Fund Management charges (FMC) recovered subsequent to the date of death shall be added back to the Fund Value as available on the date of intimation of death.

**F.13 Requirements for death claims:**

In the event of a claim for Vesting Benefit or Death Benefit arising under this Policy, the Eligible Person shall provide the following documents to the Company within the time stipulated to enable the Company to process the claim:

**F.13.1 Except death claims arising out of accidents or unnatural deaths:**

(i) Death Certificate, in original, issued by the competent authority;
(ii) Policy document, in original;
(iii) Identification proof (bearing photo) of person receiving the Benefit and the Life Assured;
(iv) Medical treatment records (discharge summary / death summary, investigation reports, etc.) if Life Assured has taken treatment for illness leading to his/her death;
(v) Bank account details of the claimant along with IFSC code (payment would be made vide NEFT only).

**F.13.2 In case of death claims arising out of accidents or unnatural deaths:**

(i) Death Certificate, in original, issued by the competent authority;
(ii) Policy document, in original;
(iii) Identification proof (bearing photo) of person receiving the Benefit and the Life Assured;
(iv) First Information Report, Inquest and the Final Investigation Report thereof, duly attested by concerned jurisdictional Police Official;
(v) Post Mortem Report duly attested by the concerned officials;
(vi) Bank account details of the claimant along with IFSC code (payment would be made vide NEFT only).

Notwithstanding anything contained in Clause F.13.1 and F.13.2 above, depending upon the cause or nature of the claim, the Company reserves the right to call for any other and/or additional documents or information, including documents/information concerning the title of the person claiming the Death Benefit under this Policy, to the satisfaction of the Company, for processing of the claim.

The claim is required to be intimated to Us within a period of 90 days from the date of death of the Life Assured, to treat the same as a valid claim. Delay in intimation of claim or submission of documents for the reasons beyond the control of the insured/claimant may be condoned by the Company.

**F.13.3 Requirements for vesting claims:** In case of vesting claims,

(i) Original Policy Document; and
(ii) Discharge Form
(iii) Self-attested ID Proof, and
(iv) Bank account details along with IFSC code (payment would be made vide NEFT only) in case there is a change in the bank details already provided.

**F.14 Issuance of Duplicate Policy**

In the event if the Policyholder loses/misplaces /destroys the original Policy bond, the Policyholder shall immediately inform the Company. The Company after obtaining satisfactory evidence shall issue duplicate Policy by collecting necessary charges not exceeding INR 250.

**F.15 Force Majeure**

**In the event of Force Majeure,**

a) The Company shall value the Funds (SFIN) on each day for which the financial markets are open. However, Company may value the SFIN less frequently in extreme circumstances external to Company i.e. in Force Majeure Events, where the value of the assets is too uncertain. In such circumstances, 'Company' may defer the valuation of assets for up to 30 days until it is certain that the valuation of SFIN can be resumed. Few examples of such events are natural calamities, strikes, war etc.

b) The Company will inform IRDAI of such deferment in the valuation of assets. During the continuance of the Force Majeure Events, all requests for servicing the Policy including Policy related payment shall be kept in abeyance.

c) The Company will continue to invest as per the fund mandates mentioned in Part E.1. However, Company shall reserve its right to change the exposure of all or any part of the Fund to Money Market Instruments as per applicable Regulation in circumstances mentioned under points (a and b) above. The exposure of the fund as per the fund mandates approved shall be reinstated within reasonable timelines once the Force Majeure situation ends.

d) In such an event, an intimation of such Force Majeure Event shall be uploaded on the Insurer's website for information.

**F.16** **No Participation in surplus or profits:** No rights are conferred on the Policyholder by this Policy to participate in surplus or profits of the Company.

**F.17** **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. The maximum liability of the Company under this Policy shall not, in any circumstances, exceed the aggregate amount of the relevant Benefits payable.

**F.18 Disclaimer regarding Large Cap - Pension Fund:**

i. "The Large Cap - Pension Fund is not sponsored, endorsed, sold or promoted by NSE INDICES LTD. NSE INDICES LTD does not make any representation or warranty, express or implied, to the owners of the Large Cap - Pension Fund or any member of the public regarding the advisability of investing in securities generally or in the Large Cap - Pension Fund particularly or the ability of the _NIFTY 50__ Index) to track general stock market performance in India. The relationship of NSE INDICES LTD to the Licensee is only in respect of the licensing of certain trademarks and trade names of its Index which is determined, composed and calculated by NSE INDICES LTD without regard to the Licensee or the Large Cap - Pension Fund. NSE INDICES LTD does not have any obligation to take the needs of the Licensee or the owners of the Large Cap - Pension Fund into consideration in determining, composing or calculating the NIFTY 50 Index (. NSE INDICES LTD is not responsible for or has participated in the determination of the timing of, prices at, or quantities of the Large Cap - Pension Fund to be issued or in the determination or calculation of the equation by which the Large Cap - Pension Fund is to be converted into cash. NSE INDICES LTD has no obligation or liability in connection with the administration, marketing or trading of the Product(s)".

ii. NSE INDICES LTD does not guarantee the accuracy and/or the completeness of the _NIFTY 50 Index or any data included therein and they shall have no liability for any errors, omissions, or interruptions therein. NSE INDICES LTD does not make any warranty, express or implied, as to results to be obtained by the Licensee, owners of the Large Cap - Pension Fund, or any other person or entity from the use of the _NIFTY 50 Index or any data included therein. NSE INDICES LTD makes no express or implied warranties, and expressly disclaim all warranties of merchantability or fitness for a particular purpose or use with respect to the Index or any data included therein. Without limiting any of the foregoing, NSE INDICES LTD expressly disclaim any and all liability for any damages or losses arising out of or related to the Large Cap - Pension Fund, including

any and all direct, special, punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages".

iii. "An investor, by subscribing or purchasing an interest in the Large Cap - Pension Fund, will be regarded as having acknowledged, understood and accepted the disclaimer referred to in Clauses above and will be bound by it.

**F. 19. Annuity Plan:**

**F.19.1** As per the prevailing regulations, the Annuitant can purchase annuity from the Company or any other insurer to the extent of currently 50%, of the entire proceeds of the policy net of commutation or such percentage, as may be prescribed by the IRDAI from time to time.

**F.19.2** The details and terms and conditions of the Annuity Plans at the utilization of Vesting Benefit, Death Benefit or Surrender Benefit shall be as per the Annuity Plans available at that time.

**F.20. Alteration of the Premium Payment Term:** The Policyholder of other than 'Single Premium' Policy can increase or decrease the Premium Payment Term subject to eligibility criteria under the plan at any time before the end of Premium Payment Term chosen earlier. Premium Payment Term must be equal to or higher than elapsed Premium Payment Term after any decrease of Premium Payment Term.

**F.21. Premium Redirection:** The Policyholder can choose to reallocate renewal Premiums amongst the Segregated Funds by submitting a written request.

**F.22 Payment of Benefits:**

F.22.1. Payment of all the Benefits as shown in the Policy Schedule shall be subject to:
F.22.1.1 the Benefit payment criteria being met as set out in this Policy; and
F.22.1.2 receipt of proof by the Company to its satisfaction of the title of the person or persons claiming the Death Benefit; and
F.22.1.3 Payment of benefits shall be subject to applicable statutory deductions, if any.

**F.23 Mode of payment of Benefits:**

F.23.1 All Benefits and other sums under this Policy shall be payable in the manner and currency allowed/permitted under the Regulations and shall be payable by NEFT, account payee cheque or other permissible modes.

F.23.2 The Company shall pay the applicable Benefits and other sums payable under this Policy. Any discharge given by the Eligible Person, 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 discharged by such payment.

F.23.3 Apart from the Benefits mentioned hereinabove in Part C the Company shall not be liable to pay any other Benefits to the Eligible Person.

**PART G**

**GRIEVANCE REDRESSAL MECHANISM, LIST OF OMBUDSMAN AND OTHER ANNEXURES**

**G.1.**

## Grievance Redressal Process

(i) The customer can contact us on the below mentioned address or at any of our branches in case of any complaint/ grievance:
Grievance Redressal Officer

HDFC Life Insurance Company Limited

11th Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai, Maharashtra - 400011

Helpline number: 18602679999 (Local charges apply)

E-mail: service@hdfclife.com

(ii) All grievances (Service and sales) received by the Company will be responded to within the prescribed regulatory Turn Around Time (TAT) of 15 days.
(iii) Written request or email from the registered email id is mandatory.
(iv) If required, we will investigate the complaints by taking inputs from the customer over the telephone or through personal meetings.
(v) We will issue an acknowledgement letter to the customer within 3 working days of the receipt of complaint.
(vi) The acknowledgement that is sent to the customer has the details of the complaint number, the Policy number and the Grievance Redressal Officer's name who will be handling the complaint of the customer.
(vii) If the customer's complaint is addressed within 3 days, the resolution communication will also act as the acknowledgment of the complaint.
(viii) The final letter of resolution will offer redressal or rejection of the complaint along with the appropriate reason for the same.
(ix) In case the customer is not satisfied with the decision sent to him or her, he or she may contact our Grievance Redressal Officer within 8 weeks of the receipt of the communication at any of the touch points mentioned in the document, failing which, we will consider the complaint to be satisfactorily resolved.
(x) The following is the escalation matrix in case there is no response within the prescribed timelines or if you are not satisfied with the response. The number of days specified in the below- mentioned escalation matrix will be applicable from the date of escalation.

| Level | Designation | Response Time | Email ID | Address |
|---|---|---|---|---|
| 1st Level | Sr. Manager OR Associate Vice President – Customer Relations | 10 working days | escalation1@hdfclife.in | 11th Floor, Lodha Excelus, Apollo Mills Compound, N M Joshi Marg , |

| | | | | |
|---|---|---|---|---|
| 2nd Level (for response not received from Level 1) | Vice President OR Sr. Vice President – Customer Relations | 7 working days | escalation2@hdfclife.in | Mahalakshmi, Mumbai 400011 |

You are requested to follow the aforementioned matrix to receive satisfactory response from us.

(xi) 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 IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255/ 18004254732
- Email ID: complaints@irdai.gov.in
- Online- You can register your complaint online at http://www.igms.irdai.gov.in/
- Address for communication for complaints by fax/paper:

General Manager

Consumer Affairs Department – Grievance Redressal Cell

Insurance Regulatory and Development Authority of India

Sy No. 115/1, Financial District,

Nanakramguda, Gachibowli,

Hyderabad – 500 032

2. In the event you are dissatisfied with the response provided by us, you may approach the Insurance Ombudsman in your region. The details of the existing offices of the Insurance Ombudsman are provided below. You are requested to refer to the IRDAI website at "www.irdai.gov.in" for the updated details.

**a. Details and addresses of Insurance Ombudsman**

| Office of the Ombudsman | Contact Details | Areas of Jurisdiction |
|---|---|---|
| AHMEDABAD | AHMEDABAD - Shri Kuldip Singh<br>Office of the Insurance Ombudsman,<br>Jeevan Prakash Building, 6th floor,<br>Tilak Marg, Relief Road,<br>Ahmedabad – 380 001.<br>Tel.: 079 - 25501201/02/05/06<br>Email: bimalokpal.ahmedabad@cioins.co.in | Gujarat,<br>Dadra & Nagar Haveli,<br>Daman and Diu. |

| | | |
|---|---|---|
| BHOPAL | BHOPAL - Shri R M Singh<br>Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor,<br>6, Malviya Nagar, Opp. Airtel Office,<br>Near New Market,<br>Bhopal – 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Fax: 0755 - 2769203<br>Email: bimalokpal.bhopal@cioins.co.in | Madhya Pradesh<br>Chattisgarh. |
| BHUBANESHWAR | Office of the Insurance Ombudsman,<br>62, Forest park,<br>Bhubneshwar – 751 009.<br>Tel.: 0674 - 2596461 /2596455<br>Fax: 0674 - 2596429<br>Email: bimalokpal.bhubaneswar@cioins.co.in | Orissa. |
| BENGALURU | Office of the Insurance Ombudsman,<br>Jeevan Soudha Building,PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, Ist Phase,<br>Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: bimalokpal.bengaluru@cioins.co.in | Karnataka. |
| CHANDIGARH | Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 – D,<br>Chandigarh – 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Fax: 0172 - 2708274<br>Email: bimalokpal.chandigarh@cioins.co.in | Punjab,<br>Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh)<br>Himachal Pradesh, Union Territories of Jammu & Kashmir,<br>Ladakh & Chandigarh. |
| CHENNAI | Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664<br>Email: bimalokpal.chennai@cioins.co.in | Tamil Nadu,<br>Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry). |
| DELHI | Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi – 110 002.<br>Tel.: 011 - 23232481/23213504<br>Email: bimalokpal.delhi@cioins.co.in | Delhi &<br>Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh. |

| | | |
|---|---|---|
| GUWAHATI | Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road,<br>Guwahati – 781001(ASSAM).<br>Tel.: 0361 - 2632204 / 2602205<br>Email: bimalokpal.guwahati@cioins.co.in | Assam,<br>Meghalaya,<br>Manipur,<br>Mizoram,<br>Arunachal Pradesh,<br>Nagaland and Tripura. |
| HYDERABAD | Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 23312122<br>Fax: 040 - 23376599<br>Email: bimalokpal.hyderabad@cioins.co.in | Andhra Pradesh,<br>Telangana,<br>Yanam and<br>part of Union Territory of<br>Puducherry. |
| JAIPUR | Office of the Insurance Ombudsman,<br>Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg,<br>Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: bimalokpal.jaipur@cioins.co.in | Rajasthan. |
| ERNAKULAM | Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: bimalokpal.ernakulam@cioins.co.in | Kerala,<br>Lakshadweep,<br>Mahe-a part of Union Territory of<br>Puducherry. |
| KOLKATA | Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: bimalokpal.kolkata@cioins.co.in | West Bengal,<br>Sikkim,<br>Andaman & Nicobar Islands. |
| LUCKNOW | Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Nawal Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 2231330 / 2231331<br>Fax: 0522 - 2231310<br>Email: bimalokpal.lucknow@cioins.co.in | Districts of Uttar Pradesh :<br>Lalitpur, Jhansi, Mahoba, Hamirpur,<br>Banda, Chitrakoot, Allahabad,<br>Mirzapur, Sonbhabdra, Fatehpur,<br>Pratapgarh, Jaunpur,Varanasi,<br>Gazipur, Jalaun, Kanpur, Lucknow,<br>Unnao, Sitapur, Lakhimpur, Bahraich,<br>Barabanki, Raebareli, Sravasti,<br>Gonda, Faizabad, Amethi,<br>Kaushambi, Balrampur, Basti, |

| | | |
|---|---|---|
| | | Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |
| MUMBAI | Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.:<br>69038821/23/24/25/26/27/28/28/29/30/31<br>Fax: 022 - 26106052<br>Email: bimalokpal.mumbai@cioins.co.in | Goa,<br>Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| NOIDA | Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace<br>4th Floor, Main Road,<br>Naya Bans, Sector 15,<br>Distt: Gautam Buddh Nagar,<br>U.P-201301.<br>Tel.: 0120-2514252 / 2514253<br>Email: bimalokpal.noida@cioins.co.in | 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. |
| PATNA | Office of the Insurance Ombudsman,<br>2nd Floor, Lalit Bhawan,<br>Bailey Road,<br>Patna 800 001.<br>Tel.: 0612-2547068<br>Email: bimalokpal.patna@cioins.co.in | Bihar,<br>Jharkhand. |
| PUNE | Office of the Insurance Ombudsman,<br>Jeevan Darshan Bldg., 3rd Floor,<br>C.T.S. No.s. 195 to 198,<br>N.C. Kelkar Road, Narayan Peth,<br>Pune – 411 030.<br>Tel.: 020-41312555<br>Email: bimalokpal.pune@cioins.co.in | Maharashtra,<br>Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

**b. Insurance Ombudsman-**

1) The Ombudsman shall receive and consider complaints alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds—

(a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
(b) any partial or total repudiation of claims by the life insurer, general insurer or the health insurer;
(c) disputes over Premium paid or payable in terms of insurance Policy;
(d) misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
(e) legal construction of insurance policies in so far as the dispute relates to claim;
(f) Policy servicing related grievances against insurers and their agents and intermediaries;
(g) issuance of life insurance Policy, general insurance Policy including health insurance Policy which is not in conformity with the proposal form submitted by the proposer;
(h) non-issuance of insurance Policy after receipt of Premium in life insurance and general insurance including health insurance; and
(i) any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, insofar as such matter relates to issues referred to in clauses (a) to (h).

**c. Manner in which complaint is to be made –**

1) Any person who has a grievance against an insurer or insurance broker, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer or the insurance broker, as the case may be, complained against or the residential address or place of residence of the complainant is located.
2) The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen, by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
3) No complaint to the Insurance Ombudsman shall lie unless—
(a) the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned to the insurer or insurance broker, as the case may be, named in the complaint and—
i. either the insurer or insurance broker, as the case may be, had rejected the complaint; or
ii. the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be, received his representation; or
iii. the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be;
(b) The complaint is made within one year—
i. after the order of the insurer or insurance broker, as the case may be, rejecting the representation is received; or
ii. after receipt of decision of the insurer or insurance broker, as the case may be, which is not to the satisfaction of the complainant;
iii. after expiry of a period of one month from the date of sending the written representation to the insurer or insurance broker, as the case may be, if the insurer named fails to furnish reply to the complainant.

4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer or insurance broker, as the case may be, against the proposed condonation

and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.

5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14 of Insurance Ombudsman Rules, 2017.

**ANNEXURE – I**

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

Provisions regarding assignment or transfer of a Policy in terms of Section 38 of the Insurance Act 1938 as amended from time to time are as follows:

01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.

02. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.

03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.

04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.

05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.

06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.

07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.

08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.

09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
a. not bonafide or
b. not in the interest of the Policyholder or
c. not in public interest or
d. is for the purpose of trading of the insurance policy.

10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.

11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.

12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.

13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except

a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR

b. where the transfer or assignment is made upon condition that

i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR

ii. the insured surviving the term of the Policy

Such conditional assignee will not be entitled to obtain a loan on Policy or Surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

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

a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

b. may institute any proceedings in relation to the Policy

c. obtain loan under the Policy or Surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

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

**[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 38 of the Insurance Act 1938 as amended from time to time for complete and accurate details]**.

**ANNEXURE – II**
**Section 39 – Nomination by Policyholder**

Provisions regarding nomination of a Policy in terms of Section 39 of the Insurance Act 1938 as amended from time to time are as follows:

01. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.

02. Where the Nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment is to be laid down by the insurer.

03. Nomination can be made at any time before the maturity of the Policy.

04. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.

05. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.

06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such Nominee. Otherwise, insurer will not be liable if a bona fide payment is made to the person named in the text of the Policy or in the registered records of the insurer.

07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.

09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan

10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.

11. In case of nomination by Policyholder whose life is insured, if the Nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.

12. In case Nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).

13. Where the Policyholder whose life is insured nominates his
a. Parents, or
b. Spouse, or
c. Children, or
d. Spouse, and children
e. or any of them

the Nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the Nominee having regard to the nature of his title.

14. If Nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired Nominee(s) shall be payable to the heirs or legal representative of the Nominee or holder of succession certificate of such Nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.

16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his Nominee(s) shall be entitled to the proceeds and benefit of the Policy.

17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

**[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 39 of the Insurance Act 1938 as amended from time to time for complete and accurate details].**

**ANNEXURE – III**

**Section 45** – Policy shall not be called in question on the ground of misstatement after three years

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

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 years from
a. the date of issuance of Policy or
b. the date of commencement of risk or
c. the date of revival of Policy

02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
a. the date of issuance of Policy or
b. the date of commencement of risk or
c. the date of revival of Policy or

For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:

a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
b. The active concealment of a fact by the insured having knowledge or belief of the fact;
c. Any other act fitted to deceive; and
d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / claimant can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or claimant.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived. For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.

07. In case repudiation is on ground of misstatement and not on fraud, the Premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or Nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.

09. The insurer can call for proof of Age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of Age of life insured. So, this Section will not be applicable for questioning Age or adjustment based on proof of Age submitted subsequently.

**[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 45 of the Insurance Act 1938 as amended from time to time for complete and accurate details].**