

## Policy Document – IndusInd Nippon Life Increasing Income Insurance Plan

A Non-Linked Non-Participating Individual Savings Life Insurance Plan

### 1. Part A

#### Forwarding Letter

<<Owner Name>>
<<Addrs1>>
<<Addrs2>>
<<Addrs3>>
<<Addrs4>>
<<Addrs5>>
<<Postcode>>
Telephone No.: << Telno >>

Customer Service Centre
<<CSC Adrs>>

Policy No.	<<contrNo>>
Client ID of Policyholder	<<CIntNo>>

Dear << Owner Name >>,

Thank you for choosing us for your insurance needs. IndusInd Nippon Life Insurance is committed to provide you a carefree life without worry.

This is your Policy Document of IndusInd Nippon Life Increasing Income Insurance Plan (UIN – 121N108V04). The Policy Term is <<PT>> with Premium Payment Term of <<PPT>> years. Please read it carefully as this is a legal document.

Your Policy Document comprises the following documents:

- First Premium Receipt
- Policy Schedule
- Copy of the filled-out proposal form
- Product Suitability, Benefit Illustration and Customer Information Sheet
- Policy Terms & Conditions

#### 1. Your Free Look Period

**Free look provision:** You are provided with free look period of 30 days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, to review the terms and conditions stipulated in the Policy Document. In the event You disagree to any of the Policy terms or conditions, or otherwise and have not made any claim, You shall have the option to return the Policy to the Company for cancellation, stating the reasons for the same. You are requested to take appropriate acknowledgement of Your request letter and return of Policy. Irrespective of the reasons mentioned, the Company shall refund the premium paid subject only to a deduction of a proportionate risk premium for the period of cover, if any and the expenses incurred by the Company on the medical examination, if any, and stamp duty charges.

Please note that if the Policy is opted through Insurance Repository ('IR'), the computation of the said Free look Period will be from the date of the email informing Policy credit in IR.

Any request received by the Company for Free look cancellation of the Policy shall be processed and premium shall be refunded within 7 days of receipt of the request.

#### 2. Agent/Intermediary Details

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Insurance Agent/Corporate Agent/Broker/Web Aggregator/Insurance Marketing Firm (IMF) Details

Insurance Agent/Corporate Agent/Broker/Web Aggregator/IMF Code: << Agent No >>

Insurance Agent/Corporate Agent/Broker/Web Aggregator/IMF Name:<< Agent Name >>

Insurance Agent/Corporate Agent/Broker/Web Aggregator/IMF Address: <<Agent Addr 1>><< Agent Addr2>> << AgentAddr3>><< Agent Addr4>><< Agent Addr5>><< Postcode>>

Phone No: <<AGTelno>>, Mobile No: <<Agent\_Mobno>>, Email ID: <<Agent\_email>>

### 3. Claim Process

**Step 1:** Register claim with necessary documentation.

**Step 2:** Documents are verified, and claim is processed.

**Step 3:** Claim amount is disbursed.

#### 3.1 Options to inform us



Visit your nearest branch



Post/Courier: The Claims Department, IndusInd Nippon Life Insurance Limited, Office no. 701 & 702, 7th floor, Silver Metropolis, Off Western Express Highway, Goregaon East, Mumbai –400063.



Email us @ <claims@indusindnipponlife.com>>



Call us @ 1800-102-1010 (Tollfree)

### 4. How to login?

**Visit a world of convenience in just 3 steps.**

**Step 1:** Visit [www.IndusIndnipponlife.com](http://www.IndusIndnipponlife.com).

**Step 2:** Go to 'Login' option and then click on 'Customer portal'.

**Step 3:** Sign-up with your client id/policy no. and your date of birth as password.

Your online account gives you seamless access to every detail of your policy. Plus, it allows you to effortlessly manage transactions like premium payments, instant account updates, and much more, anytime, anywhere. Experience unparalleled ease and control with IndusInd Nippon Life Insurance today!

In case of any discrepancies in the above Policy Document please contact us within a maximum of 30 days of receiving this policy at 1800 – 102-1010 or [customerservice@indusindnipponlife.com](mailto:customerservice@indusindnipponlife.com) In case we do not hear from you all the above details will be deemed as accurate and enforceable.

Yours sincerely,

<<Signature>>

Authorized Signatory

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### 1.1. Policy Preamble

This Policy Document is the evidence of the contract between IndusInd Nippon Life Insurance Company Limited (hereinafter called “Company”) and the Policyholder referred to below. The terms listed in Part B (Definitions) of the Policy Document and which have been used elsewhere in the Policy Document in Initial Capital letters shall have the meaning set out against them in Part B, wherever they appear in the Policy Document.

The Company agrees to pay the Benefits, as stipulated in the Policy to the Claimant on the basis of the statements, Proposal, declarations and Premium along with taxes as applicable from the Policyholder on the assurance that the Policyholder has agreed to all the Policy Terms and Conditions referred in this Policy Document. The Benefits shall be paid as stipulated in the Policy Document. The Claimant needs to submit applicable documents to the Company for claiming the Benefit.

It is hereby further agreed that this Policy shall be subject to the terms, conditions and exclusions in this Policy Document and that the Policy Schedule and every endorsement placed on this Policy by the Company shall be deemed to be a part of the Policy Document

### 1.2. Policy Schedule – IndusInd Nippon Life Increasing Income Insurance Plan

**THIS SCHEDULE MUST BE READ IN CONJUNCTION WITH THE ACCOMPANYING POLICY DOCUMENT**

<b>Personal Details</b>	
Name of Policyholder: « » Address of Policyholder: « » Client ID of Policyholder: « » Date of Birth of Policyholder: « » Age at entry of Policyholder: « yrs »	Name of Life Assured: « » Address of Life Assured: « » Client ID of Life Assured: « » Date of Birth of Life Assured: « » Gender of Life Assured: « » Age at entry of Life Assured: « yrs » Age Admitted: «Y/N»
<b>Contract Details</b>	
Policy No. :«Contract number» Date of Commencement of Policy :« » Date of Commencement of Risk :« » Policy Anniversary Date: « dd/mm » Death Benefit Option: « »	Policy Term :« yrs » Premium Payment Term :« yrs » Premium due on :« » Frequency of Premium Payment :« » Annualized Premium : Rs. « »

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Income Option: « » Policy sourced by Distance Marketing: «Y/N»			Total installment premium <b>for year 1</b> (incl. GST) : Rs « » Total installment premium <b>year 2 onwards</b> (incl. GST) : Rs « » Employee: « Y/N »			
Base Plan	Base Sum Assured (Rs.)	Sum Assured on Death (Rs.) (at inception of the Policy)	Instalment premium for year 1 (Incl. GST) (Rs.)	Instalment premium year 2 onwards (Incl. GST) (Rs.)	Date of benefit expiry	Date of last premium payment
« »	« »	« »	« »	« »	« »	« »
Rider/s		Rider Sum Assured (Rs.)	Instalment premium for year 1 (Incl. GST) (Rs.)	Instalment premium year 2 onwards (Incl. GST) (Rs.)	Date of benefit expiry	Date of last premium payment
«Rider Name»		« Rider SA»	« »	« »	« »	« »
«Rider Name»		« Rider SA»	« »	« »	« »	« »
«Rider Name»		« Rider SA»	« »	« »	« »	« »
«Rider Name»		« Rider SA»	« »	« »	« »	« »
«Rider Name»		« Rider SA»	« »	« »	« »	« »
«Rider Name»		« Rider SA»	« »	« »	« »	« »

If any rider is opted under this Policy, the rider terms and conditions will be attached as an annexure and will form a part of the Policy Document and the Date of Commencement of Risk under the rider, if any, is subject to the terms and conditions of the rider.

Benefits payable							
Death Benefit	In case of unfortunate demise of the Life Assured during the Policy Term, provided the policy is In-force as on the date of death and all due premiums have been paid, the claimant(s) will receive following benefits based on the Death Benefit Option chosen at inception						
	<table><tr><th>Option 11 X</th><th>Option 7 X</th></tr><tr><td><p><b>For Premium Payment Term of 6, 8 &amp; 10 years, higher of</b></p><ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>105% of Total Premiums Paid as on date of death of the Life Assured</li></ul></td><td><p><b>For Premium Payment Term of 6, 8 &amp; 10 years, higher of</b></p><ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>105% of Total Premiums Paid as on date of death of the Life Assured</li></ul></td></tr><tr><td><p><b>For Premium Payment Term of 12 years, higher of</b></p><ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>120% of Total Premiums Paid as on date of death of the Life Assured</li></ul></td><td><p><b>For Premium Payment Term of 12 years, higher of</b></p><ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>120% of Total Premiums Paid as on date of death of the Life Assured</li></ul></td></tr></table>	Option 11 X	Option 7 X	<p><b>For Premium Payment Term of 6, 8 &amp; 10 years, higher of</b></p> <ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>105% of Total Premiums Paid as on date of death of the Life Assured</li></ul>	<p><b>For Premium Payment Term of 6, 8 &amp; 10 years, higher of</b></p> <ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>105% of Total Premiums Paid as on date of death of the Life Assured</li></ul>	<p><b>For Premium Payment Term of 12 years, higher of</b></p> <ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>120% of Total Premiums Paid as on date of death of the Life Assured</li></ul>	<p><b>For Premium Payment Term of 12 years, higher of</b></p> <ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>120% of Total Premiums Paid as on date of death of the Life Assured</li></ul>
	Option 11 X	Option 7 X					
	<p><b>For Premium Payment Term of 6, 8 &amp; 10 years, higher of</b></p> <ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>105% of Total Premiums Paid as on date of death of the Life Assured</li></ul>	<p><b>For Premium Payment Term of 6, 8 &amp; 10 years, higher of</b></p> <ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>105% of Total Premiums Paid as on date of death of the Life Assured</li></ul>					
<p><b>For Premium Payment Term of 12 years, higher of</b></p> <ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>120% of Total Premiums Paid as on date of death of the Life Assured</li></ul>	<p><b>For Premium Payment Term of 12 years, higher of</b></p> <ul style="list-style-type: none"><li>Sum Assured on Death; and</li><li>120% of Total Premiums Paid as on date of death of the Life Assured</li></ul>						

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	<div>Where Sum Assured on Death is higher of</div> <div><div>• 11 times Annualized Premium; or</div><div>• Base Sum Assured; or</div><div>• Guaranteed Sum Assured on Maturity</div></div>	<div>Where Sum Assured on Death is higher of</div> <div><div>• 7 times Annualized Premium; or</div><div>• Base Sum Assured; or</div><div>• Guaranteed Sum Assured on Maturity</div></div>																												
<div>Guaranteed Monthly Income</div>	<div>Guaranteed Monthly Income shall begin at the end of the Premium Payment Term and shall be payable monthly in arrears on survival of the Life Assured till the end of the Policy Term. Guaranteed Monthly Income is Guaranteed Monthly Income (GMI) Factor multiplied by Base Sum Assured.</div> <table><tr><th>Policy year</th><th>Guaranteed Monthly Income (Rs.)</th></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr><tr><td>« »</td><td>« »</td></tr></table>		Policy year	Guaranteed Monthly Income (Rs.)	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »	« »
Policy year	Guaranteed Monthly Income (Rs.)																													
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<div>Maturity Benefit</div>	<div>On survival of the Life Assured to the end of the Policy Term provided the Policy is In-force and all due Premiums have been paid, Guaranteed Sum Assured on Maturity is payable</div>	<div>Rs. « »</div>																												

Nominee Details (under Section 39 of the Insurance Act 1938 as amended from time to time) and Appointee details (If applicable)							
Name of the Nominee	Nominee Age	Nominee Gender	Relationship with the Life Assured	Percentage Share	Name of the Appointee (In case the Nominee is a minor)	Appointee Age	Appointee Gender
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »

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« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
Total				100%			

Date of Policy Issuance:

Place:

IndusInd Nippon Life Insurance Company Limited

(Signature of Authorized Signatory)

UIN of IndusInd Nippon Life Increasing Income Insurance Plan: 121N108V04

**IndusInd Nippon Life Insurance Company Limited (IRDAI Reg. No. 121); CIN: U66010MH2001PLC167089**

**Registered & Corporate Office:** Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC, G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai– 400051.

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### 2. Part B

#### 2.1. Definitions

“**Age**” means age last birthday; i.e. the age in completed years as on the Commencement Date of the Policy and as specified in the Policy Schedule.

“**Annualized Premium**” means the premium amount payable in a year excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums.

“**Assignment**” is the process of transferring the rights and benefits to an Assignee. Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938 as amended from time to time.

“**Assignee**” is the person to whom the rights and Benefits are transferred by an Assignment.

“**Assignor**” means the person who transfers the rights of the life insurance Policy to the Assignee.

“**Base Policy / Base Plan / Base Product / Policy /Policy Document**” means this IndusInd Nippon Life Increasing Income Insurance Plan Policy, which is the evidence of the contract between the Company and the Policyholder.

“**Base Sum Assured**” is the absolute amount of benefit as chosen by You and as specified in the Policy Schedule.

“**Benefit Illustration**” means an Annexure that illustrates the premiums, and guaranteed and non-guaranteed benefits of the proposed Policy.

“**Benefits**” means the Death Benefit, Guaranteed Monthly Income Benefit, Maturity Benefit, Surrender Benefit or any other benefit, as the case may be, as per the terms and conditions of this Policy.

“**Claimant**” means either the Life Assured or the Policyholder or the Nominee or the assignee or the legal heir of the Life Assured/ Policyholder / Assignee as the case may be.

In the event of assignment under this Policy, the assignee would be entitled to the Benefits under the Policy, subject to Section 38 of Insurance Act, 1938 as amended from time to time.

“**Company/Us/We/Our**” means IndusInd Nippon Life Insurance Company Limited (INLIC).

“**Date of Commencement of Policy/ Policy Commencement Date**” means the start date of this Policy as mentioned in the Policy Schedule.

“**Date of Commencement of Risk**” means the date as mentioned in the Policy Schedule from which the insurance Benefits/rider Benefits, if any, start under the Policy.

“**Death Benefit**” means the benefit which is payable on death of Life Assured, as stated in the Policy Document.

“**Free Look Period**” means a period of 30 days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, to review the terms and condition of the Policy. If the Policyholder disagrees to any of the Policy terms and conditions, or otherwise has not made any claim, he/she shall have the option to return the Policy to the Company for cancellation, stating the reasons for the same.

“**Fully Paid-up Policy**” shall mean policies where all premiums have been paid for the complete Premium Payment Term mentioned in the Policy Schedule.

“**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.

“**In-force status**” means a condition during the term of the Policy, wherein the Policyholder has paid all the due premiums under the Policy contract.

“**Instalment Premium**” means the amount stipulated in the Policy Schedule and paid at regular intervals (yearly/half yearly/quarterly or monthly frequency as shall be applicable) by the Policyholder as consideration for acceptance of risk and Benefits specified as such in the Policy Document.

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**“IRDAI / Authority”** means Insurance Regulatory and Development Authority of India.

**“Lapse”** means a condition wherein the due premiums have not been paid in full within the grace period and before the Policy has acquired a Surrender Value. No Benefits will be paid when the Policy is in Lapse status.

**“Life Assured”** means the person, named as such in the Policy Schedule, on whose life; the insurance cover is effected in the terms of this Policy.

**“Maturity Benefit”** means Sum Assured on Maturity, any additional and accrued benefit, which is payable on maturity in accordance with the terms and conditions of the Policy.

**“Maturity Date / Policy Maturity Date”** means the date specified in the Policy Schedule on which the Policy Term expires.

**“Minor”** is a person who has not completed 18 years of age.

**“Nominee”** means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the Life Assured, to receive the admissible benefits, in the event of death of the Life Assured.

**“Nomination”** is the process of nominating a person who is named as “Nominee” in the proposal form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

**“Non-Par / Non-Participating / Non-Participating Policies”** means policies are not entitled for any share in surplus (profits) during the term of the Policy.

**“Paid-up Benefit”** means the amount payable upon the occurrence of events, as specified under the Plan, when the Policy is in Paid-up status.

**“Paid-up/Paid-up status”** means a condition during the term of the Policy, wherein the premiums have been paid in full for at least the first Policy Year, as required under the Plan and the remaining due premiums have not been paid, rendering the Policy to continue at a reduced level of Benefits, as specified under the Plan.

**“Policy Anniversary”** means the start date of every subsequent Policy Year and as specified in the Policy Schedule.

**“Policy Schedule/Schedule”** means the attached Schedule that provides the details of your Policy Benefits. The Schedule also includes any amendments to the attached Schedule which may be issued from time to time.

**“Policy Term”** means the entire term of the Policy specified as such in the Policy Schedule.

**“Policy Year”** means a period of 12 consecutive months starting from the Date of Commencement of the Policy as stated in the Policy Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period of 12 consecutive months thereafter.

**“Policyholder/Policy owner/Proposer/You”** means the person specified as such in the Policy Schedule or such other person, who may become the holder of this Policy in respect of the terms and conditions of this contract or by virtue of operation of law.

**“Premium Payment Term”** means the period or the term of the Policy contract during which the Policyholder is required to pay the premiums with respect to the Policy, to the Company.

**“Prevailing rate of interest”** means the applicable rate of interest as declared by the Company from time to time that shall be charged to the Policyholder on specified transactions related to the Policy, as specified under the Policy.

**“Regulation”** means the extant laws and regulations that are applicable to this Policy.

**“Revival of a 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, with or without rider benefits if any, upon the receipt of all the Premiums due and other charges or late fee if any, during the revival period 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

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basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy.

**“Revival Period”** means the period of five consecutive complete years from the date of first unpaid premium.

**“Savings /Savings Products”** means those products other than “Pure Risk Products”.

**“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.

**“Surrender”** means the complete withdrawal or termination of the entire Policy contract **“Surrender Value”** means an amount that is payable upon complete withdrawal/termination of the entire Policy by the Policyholder.

**“Total Premiums Paid”** means the sum total of all premiums paid under the Base Product, excluding any extra premiums and taxes, if collected explicitly.

**“Vesting”** means where Life Assured is a minor at the inception of the Policy, the ownership of the Policy shall vest on the Life Assured on attainment of 18 years of age.

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### 3. Part C

#### 3.1. Key Benefits

As per income option chosen by the Policyholder at Policy inception, the benefits are as follows

- **Income with Maturity Benefit Option:** Receive regular Guaranteed Monthly Income that increases every Policy Year and get a lump sum amount on maturity
- **Only Income Option:** Get a regular Guaranteed Monthly Income that increases every Policy Year

The option once chosen cannot be altered subsequently during the Policy Term.

##### 3.1.1. Guaranteed Monthly Income (GMI)

GMI will begin from the end of Premium Payment Term and will be paid monthly (in arrears) on survival of the Life Assured till the end of the Policy Term to the Claimant, provided the Policy is In-force.

GMI is calculated as Guaranteed Monthly Income (GMI) Factor multiplied by Base Sum Assured. GMI factors for Income with Maturity Benefit and Only Income Options are given in Annexure A

##### 3.1.2. Maturity Benefit

Maturity Benefit is applicable only for Income with Maturity Benefit option. On survival of the Life Assured to the end of the Policy Term provided the Policy is In-force, Guaranteed Sum Assured on Maturity is payable to the Claimant. The Policy terminates on payment of the Maturity Benefit.

No Maturity Benefit is applicable in Only Income Option. The Policy terminates on payment of last GMI payout.

Guaranteed Sum Assured on Maturity is as follows:

- For Income with Maturity Benefit: it is equal to twice the Base Sum Assured
- For Only Income Option: it is equal to zero

##### 3.1.3. Death Benefit

In case of unfortunate demise of the Life Assured during the policy term, provided the policy is In- force as on the date of death, the claimant(s) shall receive following benefits based on the death benefit option chosen at inception

Option 11 X	Option 7X
<b>For Premium Payment Term of 6, 8 &amp; 10 years,</b> higher of <ul style="list-style-type: none"><li>• Sum Assured on Death; and</li><li>• 105% of Total Premiums Paid as on date of death of the Life Assured</li></ul>	<b>For Premium Payment Term of 6, 8 &amp; 10 years,</b> higher of <ul style="list-style-type: none"><li>• Sum Assured on Death; and</li><li>• 105% of Total Premiums Paid as on date of death of the Life Assured</li></ul>
<b>For Premium Payment Term of 12 years,</b> higher of <ul style="list-style-type: none"><li>• Sum Assured on Death; and</li><li>• 120% of Total Premiums Paid as on date of death of the Life Assured</li></ul>	<b>For Premium Payment Term of 12 years,</b> higher of <ul style="list-style-type: none"><li>• Sum Assured on Death; and</li><li>• 120% of Total Premiums Paid as on date of death of the Life Assured</li></ul>
Where Sum Assured on Death is higher of <ul style="list-style-type: none"><li>• 11 times Annualized Premium; or</li><li>• Base Sum Assured; or</li><li>• Guaranteed Sum Assured on Maturity</li></ul>	Where Sum Assured on Death is higher of <ul style="list-style-type: none"><li>• 7 times Annualized Premium; or</li><li>• Base Sum Assured; or</li><li>• Guaranteed Sum Assured on Maturity</li></ul>

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The above death benefit is payable irrespective of any GMI benefits already paid. The Policy will be terminated on payment of Death Benefit.

### **3.2. Other benefits and features**

#### **3.2.1. Rider Benefits**

For enhanced protection, the following riders can be purchased with this Policy by paying additional Premiums:

**Accidental Rider** (only one can be chosen from the below):

1. IndusInd Nippon Life Accidental Death Benefit Rider (UIN:121B032V03 or any later version of the rider) - Provides a lump sum equal to the rider sum assured in case of death due to accident of life assured.
2. IndusInd Nippon Life Accidental Death and Disability Rider (UIN:121B017V03 or any later version of the rider) - Provides a lump sum equal to the rider sum assured in case of death due to accident of life assured. In case of total and permanent disability, an amount equal to the rider sum assured shall be payable in equal annual installments over the 10 years under this policy.
3. IndusInd Nippon Life Accidental Death and Disability Plus Rider (UIN:121B016V03 or any later version of the rider) - Provides a lump sum equal to the rider sum assured in case of death due to accident of life assured. In case of total and permanent disability, an amount equal to the rider sum assured shall be payable in equal annual installments over the 10 years under this policy along with waiver of future premiums under the policy.

#### **Critical Illness Rider**

1. IndusInd Nippon Life Critical Illness Rider (UIN: 121B018V02 or any later version of the Rider) - Provides a lump sum amount equal to rider sum assured if diagnosed with any of the 25 critical illnesses including cancer, heart attack, paralysis, major organ transplant and many more.

Riders may be selected at the inception of the Policy or on any subsequent Policy Anniversary subject to the rider terms and conditions.

Riders will be offered only where the outstanding Premium Payment Term is at least 5 years. The rider Premium Payment Term cannot be more than the Premium Payment Term of the Base Policy if opted at the inception of the Base Policy or will be equal to the outstanding Premium Payment Term of the Base Policy, if taken subsequently. Rider premium should be paid on the due date or within the Grace Period. The mode and frequency of rider premium payment shall be same as the mode and frequency of premium payment under the Base Policy.

The attached riders (if any) shall lapse immediately when the Base Policy is lapsed i.e. where the Policy has not acquired a Surrender value. If the base is surrendered or forfeited then attached rider shall terminate immediately. If the Base Policy is reinstated, the riders may also be reinstated and all the terms and conditions applicable for the Base Policy revival shall also be applicable to the rider reinstatement.

A separate annexure will be provided with the detailed terms and conditions of the riders, as and when they are selected by the Policyholder.

### **3.3. Premium details**

#### **3.3.1. Payment of premium**

The Policyholder is required to pay the Instalment Premiums for the entire Premium Payment Term as specified in the Policy Schedule to be eligible for the full Benefits as per terms and conditions of the Policy Document.

Premiums shall be considered as paid only when the Premium is received by the Company and an official receipt is issued acknowledging the same. The official receipt issued by the Company is the only valid evidence of payment of Premiums.

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#### 3.3.2. Advance Premium

Collection of renewal premium in advance shall be allowed in this Policy within the same financial year for the Premiums due in that financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, We may collect the same for a maximum period of 3 months in advance of the due date of the premium. The renewal premium so collected in advance shall only be adjusted on the due date of the premium subject to extant regulatory requirement. In case of advance premium, no interest shall be payable by the Company.

#### 3.3.3. Mode of payment of premium

The modes of premium payment can be by cash, cheque, UPI, debit/credit card, ECS/NACH, online payment, demand draft, Salary Deduction Scheme (SDS) or direct debit or any other as prescribed by the Reserve Bank of India/ Company/ IRDAI Quarterly and monthly frequencies of premium payment are allowed only if the premiums are paid electronically such as ECS/NACH. In case the Policyholder has opted for Electronic Clearing System (ECS) or NACH mode for premium payment, the Policyholder shall have the option to withdraw from ECS/NACH mode at least 15 days prior to the premium due date.

#### 3.3.4. Premium Payment Frequency

The Policyholder can pay premium either in yearly, half-yearly, quarterly or monthly frequency. When the frequency of payment is half-yearly, quarterly or monthly, loading on premium will be applicable as per the table:

Frequency	Yearly	Half- yearly	Quarterly	Monthly
Frequency loading as % of Annualized Premium	Nil	1%	2%	4%

The Premium Payment Frequency has to be selected at inception. Policyholder has the flexibility to change the Premium Payment Frequency on any Policy Anniversary up to one year before completion of the Premium Payment Term.

The Company, at its sole discretion, may agree to accept the payment of the Premium in any frequency (yearly / half-yearly / quarterly / monthly) as requested by Policyholder.

If monthly premium frequency is chosen at the time of issuance, then first two months premium will be collected at the time of issuance of the Policy.

#### 3.3.5. Grace Period for payment of premium

There is a Grace Period of 30 days (15 days for monthly frequency) from the due date of first unpaid premium. In case of a claim arising due to death during the Grace Period, the Death Benefit amount will be paid to the Claimant after deducting the due unpaid premium for that Policy Year.

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### **A Non-Linked Non-Participating Individual Savings Life Insurance Plan**

#### **4. Part D**

##### **4.1. Free look**

You are provided with free look period of 30 days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, to review the terms and conditions stipulated in the Policy Document. In the event You disagree to any of the Policy terms or conditions, or otherwise and have not made any claim, You shall have the option to return the Policy to the Company for cancellation, stating the reasons for the same. You are requested to take appropriate acknowledgement of Your request letter and return of Policy. Irrespective of the reasons mentioned, the Company shall refund the premium paid subject only to a deduction of a proportionate risk premium for the period of cover, if any and the expenses incurred by the Company on the medical examination, if any, and stamp duty charges. The Policy shall terminate on Free Look cancellation.

Please note that if the Policy is opted through Insurance Repository ('IR'), the computation of the said Free look Period will be from the date of the email informing Policy credit in IR.

Any request received for Free look cancellation of the Policy shall be processed and premium refunded within 7 days of receipt of the request.

##### **4.2. Policy Loan**

Loans will be available under the policy to the Policyholder up to 70% of the Surrender Value under the Base Plan after the Policy acquires a Surrender Value. The interest on loan is payable at the Prevailing rate of interest. The Prevailing rate of interest is calculated as equal to 10 year G-sec benchmark interest rate as on last working day of the previous financial year, rounded up to the nearest multiple of 25 basis points plus a margin of 150 basis points. The Company reserves the right to revise the applicable interest rate less frequently than annual. The rate on interest payable on such loan shall be as prescribed by the Company at the time of taking the loan. The current rate of interest on loan is 8.75% p.a. compounded annually for FY 24-25.

For a Paid-up policy, if at any time during the term of the policy, the sum of loan outstanding and unpaid interest on loan outstanding exceeds the Surrender Value at that time; the policy will be terminated by recovering the loan outstanding amount and unpaid interest amount from the Surrender Value after giving intimation and reasonable opportunity to the Policyholder to continue the Policy.

Before payment of any benefit (death, income, maturity, surrender etc.) to the Policyholder for a policy where the loan is availed of, the loan outstanding and the interest on loan outstanding will be recovered first and the balance, if any, will be paid to the Policyholder or claimant/s.

For In-Force and fully Paid-up Policy, the Policy can't be foreclosed on the ground of outstanding loan amount including interest exceeds the Surrender Value.

##### **4.3. Surrender Benefit**

The Policy shall acquire a Surrender Value after completion of first Policy Year provided one full year premium has been paid.

The Surrender Value payable is higher of the Guaranteed Surrender Value and Special Surrender Value.

###### **o Guaranteed Surrender Value (GSV)**

The Policy shall acquire a Guaranteed Surrender Value (GSV) if all due premiums have been paid for at least first two consecutive Policy Years in full.

The GSV is equal to:

GSV Premium Factor multiplied by Total Premiums Paid less GMI already paid, if any.

GSV Premium factors are given in Annexure B.

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#### o Special Surrender Value (SSV)

Special Surrender Value shall become payable after completion of first Policy Year provided one full year premium has been received.

The applicable SSV shall be reviewed annually based on the prevailing yield on 10 Year G Sec and the underlying experience.

If the Policy is surrendered, it cannot be reinstated. The Policy will be terminated once it is surrendered.

#### 4.4. Discontinuance of payment of premium

If the Policyholder discontinues the payment of premiums, the Policy will be treated as Lapsed or Paid-up

- If any premium remains unpaid after the expiry of the Grace Period and the Policy has not acquired the surrender value, the Policy status will be altered to Lapse status, the Death Benefit and Rider Benefits, if any, will cease immediately.
- No Benefits will be paid when the Policy is in Lapsed status.
- If the Policy has acquired a surrender value and no future premiums are paid, the Policy will continue as Paid-up and the Benefits will be reduced.
- For a Paid-up Policy, the Benefits under the plan will be reduced as given below

Benefit	When is it payable	Payout
Death Benefits	Death during Policy Term	Sum Assured on Death multiplied by Paid-up Factor <sup>#</sup> The Reduced Paid-up Death Benefit is subject to a minimum of 105% of Total Premiums Paid up to the date of death of the Life Assured.
Guaranteed Monthly Income (GMI)	After Premium Payment Term, on survival of the Life Assured at the end of every month of the Policy Year till the end of the Policy Term	Guaranteed Monthly Income multiplied by Paid-up Factor <sup>#</sup>
Maturity Benefit	On survival of the Life Assured to the end of the Policy Term	Guaranteed Sum Assured on Maturity, if applicable multiplied by Paid-up Factor <sup>#</sup>

<sup>#</sup> Paid-up Factor = Number of premiums paid divided by total number of premiums payable

- Kindly refer to the rider terms and conditions for treatment of riders in Paid-up status.
- The Policy will be terminated once the Benefit is paid i.e. on death, on surrender or at maturity.

#### 4.5. Policy Revival

A Policy in Lapsed or Paid-up condition can be revived within a Revival Period of five years from the due date of first unpaid premium, but before the Policy Maturity Date. The Base Policy along with rider Benefits (if any) can be revived by paying the arrears of premiums along with applicable interest. If the Base Policy is revived, the rider Benefits (if any) can be revived by paying the arrears of premiums under the riders with interest. The interest for revival is payable at the Prevailing rate of interest. The Prevailing interest rate is calculated as equal to 10 year G-sec benchmark interest rate as on last working day of the previous financial year, rounded up to the nearest multiple of 25 basis points, subject to a minimum revival interest rate of 7% p.a. The Company reserves the right to revise the applicable revival rate of interest at an interval other than annual. The Policyholder whose Policy is in Lapsed or Paid-up Status in order to revive the Policy may request the Company for the revival quote. For revival, the current rate of interest for FY 24-25 is 7.250% p.a. compounded annually.

The revival of the Policy and riders, if any, will be subject to Company's Board approved underwriting policy. On revival, the Policy will be eligible for its complete Benefits as per the original contract; any due and unpaid benefit shall be paid immediately when the Policy is revived.



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If a Lapsed Policy is not revived within the Revival Period, then the Policy will be terminated at the end of the Revival Period.

SAMPLE

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**5. Part E**

Not applicable as this is not a unit linked insurance policy.

SAMPLE

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### **6. Part F**

#### **6.1. Alterations**

The premium payment frequency can be changed during the Premium Payment Term on Policy Anniversary. No other alterations can be made under this Policy.

#### **6.2. Claims**

The Company will pay the Death, Maturity and survival benefits to the Claimant when it is satisfied of the identity of the Claimant and all relevant provisions of the Policy have been met.

In the event of assignment under this Policy, the assignee would be entitled to the Benefits under the Policy, subject to Section 38 of Insurance Act, 1938, as amended from time to time, or any further amendments affected by the IRDAI or other appropriate governmental authorities from time to time.

#### **Requirements for Death, Maturity and Survival Benefit payout**

To enable the Company to process the Maturity Benefit in a speedy manner, the Claimant shall endeavour to submit the primary documents at least 15 days before the Policy Maturity Date. In the event of a claim for Death Benefit arising under this Policy, the Claimant shall endeavour to intimate the Company in writing of the claim and provide the following documents to the Company preferably within 90 days from the claim event. The Company may ask for additional explanations and documents, justifying the delay from the Claimants intimating the claim beyond the specified period of 90 days.

#### **List of primary documents required in the event of a claim for Death Benefit**

- a. Original Policy Document
- b. Death certificate in original issued by the competent authority
- c. Hospitalization documents (discharge summary along with all investigation reports) if the Life Assured has taken treatment for illness leading to his death
- d. Claim Forms duly filled in by the Claimant, by the last treating doctor (if applicable); by a third person (who is not a relative of the Claimant)
- e. KYC documents of the Claimant as per the Anti Money Laundering (AML) Policy of the Company
- f. Personalized Cancelled cheque leaf/ Self-attested passbook copy of the Claimant/ Bank Statement with last 6 months transaction
- g. Bank Authorization Form
- h. Overseas Claims form (A), Copy of Passport, Embassy Document, Cremation certificate, Body transfer certificate from police officials (Only if Life Assured is non-resident of India)
- i. FATCA CRS Form

#### **List of additional documents required in the event of a claim for Death Benefit for un-natural deaths**

- a. First Information Report
- b. Post Mortem Report
- c. Newspaper Cutting, where available
- d. Viscera Report/Chemical Analysis Report, where applicable
- e. Final Police Investigation Report, where applicable
- f. Copy of Driving License if Life Assured was driving the vehicle at the time of the accident (Applicable in case of Accidental Death)

#### **List of primary documents required in case of a Maturity Benefit:**

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- a. Original Policy Document
- b. KYC documents of the Policyholder as per the Anti Money Laundering (AML) Guidelines of the Company
- c. Maturity Discharge Form along with Personalized Cancelled cheque leaf/ Self-attested passbook copy of the Claimant/ Bank statement with last 6 months transaction
- d. FATCA CRS Form
- e. NRI Self declaration (Only, If Policyholder is Non-resident of India),

#### **List of primary documents required in case of a Survival Benefit:**

- a. KYC documents of the Policyholder as per the Anti Money Laundering (AML) Guidelines of the Company
- b. Survival payout form with Personalized Cancelled cheque leaf/ Self-attested passbook copy of the Claimant/ Bank Statement with last 6 months transaction
- c. FATCA CRS Form
- d. NRI Self-Declaration (Only if the Policyholder is Non-resident of India)

The Company reserves the right to call for any additional / other document which may be relevant, including documents/ information concerning the title of the person claiming Benefits under this Policy, as may be required by the Company. In the event of an act of God and other such extraneous circumstances where the relevant documents are not submitted by the Policyholder / Claimant due to reasons beyond the control of The Policyholder/ Claimant, the Company may process the claim provided there are valid reasons for the non-submission of the relevant documents and it is satisfied on the genuineness of the claim.

#### **6.3. Suicide Exclusion**

In case of death due to suicide within 12 months from the date of commencement of risk under the Policy or from the date of revival of the policy, the nominee or beneficiary of the Policyholder shall be entitled to at least 80% of Total Premiums Paid till the date of death or the surrender value available as on the date of death, whichever is higher, provided the Policy is In-force with full or reduced benefits and the Policy will terminate.

#### **6.4. Tax benefit**

Premiums paid under the Base Policy and Rider(s) opted for, if any, may be eligible for income tax exemptions, subject to applicable income tax laws and conditions. Income tax Benefits under this plan and rider Benefits, if opted for shall be as per the prevailing Income Tax Laws and are subject to amendments and interpretation from time to time. The Policyholder is recommended to consult a tax advisor.

#### **6.5. Taxes, duties and levies and disclosure of information**

- a. In the event where INLIC is obliged to disclose information concerning to the Policy and Benefits to the statutory authorities for any taxes, duties, levies or imposts including without limitation any sale, use, value added, Goods and Services Tax (GST) or other taxes, as may be imposed now or in future by any authority (collectively “Taxes”) applicable to this Policy or the Benefits payable under this Policy, INLIC shall be entitled to disclose such information / deduct such Taxes / pay any amount under the policies and deposit the amount so deducted or directed, with the appropriate governmental or regulatory authorities without informing the Policyholder, if so directed by the authority.
- b. It shall be the responsibility of the Policyholder to satisfy himself and ensure that the payment of the Additional Premium does not adversely affect his entitlement or claim for tax Benefits, if any, available or admissible under this Policy.

#### **6.6. Nomination**

Nomination should be in accordance with provisions of section 39 of the Insurance Act 1938 as amended from time to time.

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[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Appendix B for reference]

#### **6.7. 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 in Appendix C for reference]

Assignment will not be permitted if the Policy is issued under Married Women's Property Act, 1874.

#### **6.8. Proof 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.

- In case, the correct Age of the Life Assured as on the Date of Commencement of Policy makes Life Assured ineligible for this Policy, we will offer you an alternative plan as per our underwriting norms. If you do not wish to opt for the alternative plan or if it is not possible for us to grant any other plan, then the Company would reserve the right to cancel the Policy immediately as void ab initio and the Premiums paid under the Policy will be returned (without interest) subject to the deduction of expenses incurred by the Company.
- If the Age of the Life Assured is found to be different from that declared basis declaration made by the Policyholder/Life Assured, but within the Age limits of the plan of this Policy then:
  - In case the correct Age is found to be lower, the Company shall refund the difference in premiums without interest or increase the Benefits which would have been due as per the correct Age
  - In case the correct Age is found to be higher, the Company shall intimate the Policyholder to pay the difference in premiums along with the applicable interest from the Date of inception of the Policy or shall reduce the Policy Benefits which would have been due as per the correct Age

#### **6.9. Special provisions**

Any special provisions subject to which this Policy has been entered into, whether endorsed in the Policy or in any separate instrument shall be deemed to be part of the Policy and shall have effect accordingly.

This product is approved by the Insurance Regulatory and Development Authority of India (IRDAI) and this Policy is subject to:

- The Insurance Act, 1938, as amended from time to time. .
- Amendments, modifications (including re-enactment) as may be made from time to time, and
- Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc as may be introduced by Life Insurance Council, IRDAI, or any other regulatory body with jurisdiction there under from time to time.

We reserve the right to require submission of such documents and proof at all life stages of the Policy as may be necessary to meet the requirements under Anti- money Laundering/Know Your Customer norms and as may be laid down by IRDAI and other regulators from time to time.

#### **6.10. Recovery of additional expenses incurred on account of acts of Policyholders**

INLIC also reserves the right to recover "cheque bounce charges" or "electronic debit bounce charges", incurred by it from the Policyholders, on account of dishonour of cheque issued or bounce of electronic debit towards premium payment, by Policyholders. The Company may recover these additional costs by requisitioning additional payments from the Policyholders.

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#### **6.11. Mode of payment of Benefits**

All Benefits (claims/ maturity payments/ any other sum due to the Policyholders or Nominees or Assignees) under this Policy shall be remitted only through Electronic Clearing System (ECS), National Electronic Fund Transfer (NEFT), Real Time Gross Settlement (RTGS), Interbank Mobile Payment Service (IMPS), National Automated Clearing House (NACH) or any other electronic mode as permitted by Reserve Bank of India.

All Benefits under this Policy shall be payable in the manner and currency allowed / permitted under the Regulations. All amounts payable either to or by the Company and shall be payable in Indian currency.

#### **6.12. Valid discharge**

Any discharge given by the Claimant, or by any person authorized by Claimant, in writing, in respect of the Benefits payable under this Policy shall constitute a valid discharge to INLIC in respect of such payment. The Company's liability under the Policy shall be discharged by such payment and the Company shall not bear any responsibility for the application of the monies so paid..

#### **6.13. Limitation of liability**

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

#### **6.14. Fraud, Misstatement of a Material Fact and Forfeiture**

In the event of a fraud the Policy shall be cancelled immediately and all the premiums paid till date shall be forfeited, subject to fraud being established as per Section 45 of the Insurance Act 1938, as amended from time to time. In the event of a misstatement or suppression of a material fact, not amounting to fraud, by the insured, the Policy shall be declared "Null and Void" and premiums paid shall be refunded after deducting applicable charges, if any, subject to misstatement or suppression of fact being established, in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time. (Please refer to the simplified version of the provisions of Section 45 as mentioned in Appendix D for reference).

#### **6.15. Loss of Policy Document**

If the Policy Document is lost or misplaced, Policyholder should submit to Us a written request stating the fact and the reason for the loss. The Company reserves the right to undertake such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder as it considers necessary before issuing a copy of the Policy Document. If We are satisfied that the Plan document is lost or destroyed, then, We will issue a duplicate Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy Document. Upon the issue of the duplicate Policy Document, the original Policy Document immediately and automatically ceases to have any validity. The Company may charge a fee, subject to a maximum of Rs. 200, for the issuance of a duplicate Policy Document.

Policyholder agree to indemnify Us and hold Us free and harmless from any costs, expenses, claims, awards, misuse or judgments arising out of or in relation to the original Policy Document. The Company may also require the Policyholder to issue a newspaper declaration for the same. The cost for the same will be borne by the Policyholder.

#### **6.16. Waiver**

Failure or neglect by either party to enforce at anytime the provisions of this Policy shall not be construed or be deemed to be waiver of either party's right herein nor in anyway affect the validity of the whole or any part of this Policy nor prejudice either party's right to take subsequent action.

#### **6.17. Electronic transaction**

The Policyholder shall adhere to and comply with all such terms and conditions as prescribed by INLIC from time to time and hereby agree and confirm that all transactions effected by or through facilities for effecting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice,

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video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of INLIC, for and in respect of the Policy or its terms, or INLIC's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with INLIC's terms and conditions for such facilities, as may be prescribed from time to time.

#### **6.18. Notice under the Policy**

##### **i. In case of the Policyholder**

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, SMS, telephonic conversation and/or facsimile, or by issuing a general notice, including, by publishing such notices in the newspapers and/or on the Company's website.

As per the details specified by the Policyholder in the Proposal Form/Change of address intimation submitted by him, notices and instructions are sent through various modes such as electronic mail and/or facsimile, or Company branch offices. It is very important that you immediately inform Us about any change in the address or contact details or the Nominee particulars.

##### **ii. In case of the Company**

To IndusInd Nippon Life Customer Service

**Address:** Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC, G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai– 400051 Or

IndusInd Nippon Life Insurance Company Limited, 7th Floor, Silver Metropolis, Off Western Express Highway, Goregaon East, Mumbai - 400 063

IndusInd Nippon Life representatives may be contacted on Toll free number 18001021010

Email: [customerservice@indusindnipponlife.com](mailto:customerservice@indusindnipponlife.com)

#### **6.19. Entire Contract**

This Policy comprises the terms and conditions set forth in this Policy document, 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 INLIC is at all times subject to the terms and conditions of this Policy and the endorsements made from time to time.

The Provision of this Policy cannot be changed or varied by anyone (including an insurance advisor) except by a policy endorsement signed by an officer of the Company authorized for the purpose. This Policy Document constitutes the complete contract of insurance.

The Policy is issued on the basis of the Proposal and Declaration from the Proposer and on the express understanding that the said Proposal and Declaration and any statements made or referred to therein shall be part and parcel of this Policy.

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## Annexure A

GMI Factors as a % of Base Sum Assured are as given below:

Policy Year / Policy Term	Income with Maturity Benefit Option				Only Income Option			
	12	16	20	24	12	16	20	24
1	0%	0%	0%	0%	0%	0%	0%	0%
2	0%	0%	0%	0%	0%	0%	0%	0%
3	0%	0%	0%	0%	0%	0%	0%	0%
4	0%	0%	0%	0%	0%	0%	0%	0%
5	0%	0%	0%	0%	0%	0%	0%	0%
6	0%	0%	0%	0%	0%	0%	0%	0%
7	1.00%	0%	0%	0%	2.00%	0.00%	0.00%	0.00%
8	1.25%	0%	0%	0%	2.50%	0.00%	0.00%	0.00%
9	1.50%	1.00%	0%	0%	3.00%	2.00%	0.00%	0.00%
10	1.75%	1.25%	0%	0%	3.50%	2.50%	0.00%	0.00%
11	2.00%	1.50%	1.00%	0%	4.00%	3.00%	2.00%	0.00%
12	2.25%	1.75%	1.25%	0%	4.50%	3.50%	2.50%	0.00%
13	NA	2.00%	1.50%	1.00%	NA	4.00%	3.00%	2.00%
14	NA	2.25%	1.75%	1.25%	NA	4.50%	3.50%	2.50%
15	NA	2.50%	2.00%	1.50%	NA	5.00%	4.00%	3.00%
16	NA	2.75%	2.25%	1.75%	NA	5.50%	4.50%	3.50%
17	NA	NA	2.50%	2.00%	NA	NA	5.00%	4.00%
18	NA	NA	2.75%	2.25%	NA	NA	5.50%	4.50%
19	NA	NA	3.00%	2.50%	NA	NA	6.00%	5.00%
20	NA	NA	3.25%	2.75%	NA	NA	6.50%	5.50%
21	NA	NA	NA	3.00%	NA	NA	NA	6.00%
22	NA	NA	NA	3.25%	NA	NA	NA	6.50%
23	NA	NA	NA	3.50%	NA	NA	NA	7.00%
24	NA	NA	NA	3.75%	NA	NA	NA	7.50%



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**Annexure B**

**GSV Factors**

Surrender Year	Policy Term			
	12	16	20	24
1	0.00%	0.00%	0.00%	0.00%
2	30.00%	30.00%	30.00%	30.00%
3	35.00%	35.00%	35.00%	35.00%
4	50.00%	50.00%	50.00%	50.00%
5	50.00%	50.00%	50.00%	50.00%
6	50.00%	50.00%	50.00%	50.00%
7	50.00%	50.00%	50.00%	50.00%
8	60.00%	55.00%	53.33%	52.50%
9	70.00%	60.00%	56.67%	55.00%
10	80.00%	65.00%	60.00%	57.50%
11	90.00%	70.00%	63.33%	60.00%
12	90.00%	75.00%	66.67%	62.50%
13		80.00%	70.00%	65.00%
14		85.00%	73.33%	67.50%
15		90.00%	76.67%	70.00%
16		90.00%	80.00%	72.50%
17			83.33%	75.00%
18			86.67%	77.50%
19			90.00%	80.00%
20			90.00%	82.50%
21				85.00%
22				87.50%
23				90.00%
24				90.00%

## **Policy Document – IndusInd Nippon Life Increasing Income Insurance Plan**

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### **7. Part G**

#### **7.1. Governing laws 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 Indian courts of law within whose territorial jurisdiction the registered office of the Company is situated.

#### **7.2. Primacy of the Policy Document**

In the event of any inconsistency or conflict between the terms and conditions contained in the Policy Document and the terms and conditions contained in any other document such as marketing material or sales brochure, the terms and conditions contained in the Policy Document shall prevail over all other terms and conditions contained in various other documents.

#### **7.3. Grievance Redressal**

**Step 1:** If You are dissatisfied with any of Our services, please feel free to contact Us at the following contact points —

**Step 1.1:** Call Us at 1800 102 1010 (Toll free); Call centre timings: 8am to 8 pm Monday to Saturday or Email: [customerservice@indusindnipponlife.com](mailto:customerservice@indusindnipponlife.com) **OR**

**Step 1.2:** Contact the Customer Service Executive at Your nearest branch of the Company **OR**

**Step 1.3:** Write to: IndusInd Nippon Life Customer Care

IndusInd Nippon Life Insurance Company Limited

Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC,

G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai– 400051

**OR**

IndusInd Nippon Life Insurance Company Limited

7th Floor, Silver Metropolis, Off Western Express Highway, Goregaon East, Mumbai - 400 063

**Step 2:** If Your complaint is unresolved for more than 14 days, or, you are not satisfied with the solution provided, or, you have wish to register a complaint, please contact Our Service Branch Manager, who is also the Local Grievance Redressal Officer at Your nearest branch **OR** email us at [headcustomercare@indusindnipponlife.com](mailto:headcustomercare@indusindnipponlife.com) **OR** write to the correspondence address mentioned in Step 1 above

**Step 3:** If you are not satisfied with the resolution, please write to Our Grievance Redressal Officer at [gro@indusindnipponlife.com](mailto:gro@indusindnipponlife.com) **OR** write to the correspondence address mentioned in Step 1 above

**Step 4:** If the issues remain unresolved; you may refer the matter to the Insurance Ombudsman in accordance with the applicable rules

If the issues remain unresolved; a further reference may be made to the Insurance Ombudsman in terms of Ombudsman Rules as amended from time to time.

#### **7.4. Procedure for registering complaint with IRDAI Grievance Call Centre (IGCC)**

If You are not satisfied with the response or do not receive a response from Us within 14 days, You may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Bima Bharosa TOLL FREE NO: 1800 4254 732

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

You can also register Your complaint online at <https://bimabharosa.irdai.gov.in>

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Address for communication for complaints by fax/paper:

Policyholder Protection & Grievance Redressal Department (PPGR)

Insurance Regulatory and Development Authority of India

Sy No. 115/1, Financial District,

Nanakramguda, Gachibowli,

Hyderabad - 500 032

#### **7.5. Procedure for filing complaint with the Insurance Ombudsman**

While We expect to satisfactorily resolve Your grievances, You may also at any time approach the Insurance Ombudsman. The Insurance Ombudsman may receive and consider any complaints under Rule 13 of the Insurance Ombudsman Rules 2017 (or, as amended from time to time) as described below:

##### **Duties and functions of Insurance Ombudsman:**

1. The Ombudsman shall receive and consider complaints or 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 insofar 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 resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the Regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (h).

Explanation: For the purpose of this sub-rule, the term 'deficiency' shall have the meaning as assigned to it in clause (11) of section of the Consumer Protection Act, 2019 (35 of 2019).

2. The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
3. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under rule 14.

##### **Manner in which complaint is to be made**

1. Any person who has a grievance against an insurer or an 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.

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2. The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council of 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 the insurance broker, as the case may be, named in the complaint and
    - i. either the insurer or the 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 the 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 the insurance broker, as the case may be;
  - b. The complaint is made within one year—
    - i. after the order of the insurer or the insurance broker, as the case may be, rejecting the representation is received; or
    - ii. after receipt of decision of the insurer or the 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 the 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 the 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.
6. 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.

The Insurance Ombudsman shall not entertain complaints where the loss suffered by the complainant exceeds Rupees fifty lakhs.

The detailed list of the Ombudsmen is provided in Appendix A of this Policy Document.

### **About IndusInd Nippon Life Insurance Company Limited**

IndusInd Nippon Life Insurance Company Limited, is a licensed life insurance Company registered with the Insurance Regulatory & Development Authority of India (IRDAI) Registration No. 121. IndusInd Nippon Life Insurance Company Limited offers You products that fulfill Your savings and protection needs. Our aim is to emerge as a transnational Life Insurer of global scale and standard.

**CIN: U66010MH2001PLC167089**

**Registered and Corporate Office:** IndusInd Nippon Life Insurance Company Limited(Formerly Reliance Nippon Life Insurance Company Limited), Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC, G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai– 400051

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For more information or any grievance,

1. Call Us between 8am to 8pm, Monday to Saturday on Our Toll-Free Call Centre Number 1800 102 1010
2. Visit Us at [www.IndusIndnipponlife.com](http://www.IndusIndnipponlife.com) or
3. Email Us at: [customerservice@indusindnipponlife.com](mailto:customerservice@indusindnipponlife.com)
4. Chat with us on Whatsapp number (+91) 7208852700

### **BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS**

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

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#### Appendix A: Insurance Ombudsman

The detailed list of the Insurance Ombudsman is mentioned below for reference. (As these details are subject to change, please visit <https://www.cioins.co.in/ombudsman> for latest information regarding Ombudsman offices.)

#### Address of Ombudsman:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
<b>BHOPAL</b>	Office of the Insurance Ombudsman, 1st Floor, Jeevan Shikha, ,60-B, Hoshangabad Road, Opp. Gayatri Mandir, , Bhopal - 4620011 Tel.: 0755 - 2769201 / 2769202 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh and Chhattisgarh
<b>BHUBANESHWAR</b>	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Odisha
<b>CHANDIGARH</b>	Office of the Insurance Ombudsman, Jeevan Deep Building S.C.O. 20 – 27, Ground Floor, Sector 17 – A, Chandigarh – 160 017.. Tel.: 0172 – 2706468 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonipat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
<b>CHENNAI</b>	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

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<b>DELHI</b>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 4601399 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi & Following Districts of Haryana – Gurugram, Faridabad, Sonipat & Bahadurgarh
<b>ERNAKULAM (KOCHI)</b>	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 – 2358759 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>GUWAHATI</b>	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 – 23312122 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
<b>JAIPUR</b>	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan.
<b>KOLKATA</b>	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7 <sup>th</sup> Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands
<b>LUCKNOW</b>	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 – 4002082 / 3500613 3500613 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti,

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		Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorakhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
<b>MUMBAI</b>	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-69038800//27//29//31/32/33 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
<b>NOIDA</b>	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120- 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautambudhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
<b>PATNA</b>	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 0061 Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	Bihar and Jharkhand
<b>PUNE</b>	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-24471175 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region



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#### Appendix B: Section 39, Nomination by Policyholder

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

1. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
2. Where the Nominee is a Minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the Policy.
4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.
5. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will 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).

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15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after 26.12.2014 the date when insurance law was amended.
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 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 all the subsections of section 39 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 39 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

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#### **Appendix C: Section 38, Assignment and Transfer of Insurance Policies**

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

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

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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 26.12.2014, the date when insurance law was amended, shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of all the subsection of Section 38 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 38 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

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

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

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

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

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or Nominee or assignees of insured, within a period of 90 days from the date of repudiation. However, the payment will be as per IRDAI direction/Regulation/Circular from time to time.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.

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

[Disclaimer: This is not a comprehensive list of all the subsection of the Section 45 of the Insurance Act, 1938, only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 45 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

Rajesh Kumavat  
(Principal Compliance Officer)

Pradeep Kumar Thapliyal  
(Appointed Actuary)