

**PART A**

**Welcome to Max Life Insurance**

**Date** DD-MMM-YYYY  
**To** <Name of the Policyholder>  
<Address 1>  
<Address 2>  
<City> - <Pin Code> <State>

**Policy no.:** <Policy number>  
**Telephone:** <Telephone number>

Welcome

Dear <Name of the Policyholder>,

Thank you for choosing us as your life insurance partner. We are committed to financially protect you and your loved ones because for them. **YOU ARE THE DIFFERENCE™**

We request you to go through the enclosed policy contract ~~option~~ for **Max Life Shiksha Plus Super** (A Unit Linked Non-Participating Individual Life Insurance Plan) with Policy number <policy number>.

Please also refer to the Customer Information Sheet for key information about your Policy.

**What to do in case of errors** On examination of the Policy (enclosed herewith), if You notice any mistake or error, proceed as follows:  
1. Contact our customer helpdesk or Your agent immediately at the details mentioned below.  
2. We will rectify the mistake/error and send an updated Policy to You.

**Freelook Cancellation** In case You disagree with the Policy terms and conditions, or otherwise, and have not made any claim, you have the option to cancel it by returning the Policy with a written request, stating the /reasons for the same, within the free look period of 30days from the date of receipt of the Policy document.

Upon return, the Policy will terminate forthwith and all rights, benefits and interests under the Policy will cease immediately. You will be entitled to refund of Premiums paid less proportionate risk premium) for the period of cover, and the expenses, if any, incurred on medical examination of the Life Insured, and stamp duty charges. Additionally, We will repurchase the Units at the Net Asset Value (NAV) of the Units on the date of cancellation.

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

We value your association with us and assure you the best of our service, always.

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

<NAME>  
<DESIGNATION>

**Agent's name/ Intermediary name:**  
**Mobile/Landline Telephone Number:**  
**Address:**

Max Life Insurance Company Limited



Plot No. 90C, Sector 18, Udyog Vihar, Gurugram- 122015, Haryana, India  
Regd Office: Plot No. 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab -144 533  
Phone: 4219090 Fax: 4159397 (From Delhi and Other cities: 0124) Customer Helpline: 1860 120 5577  
Visit Us at: [www.maxlifeinsurance.com](http://www.maxlifeinsurance.com) E-mail: [service.helpdesk@maxlifeinsurance.com](mailto:service.helpdesk@maxlifeinsurance.com)  
IRDAI Registration No: 104  
Corporate Identity Number: U74899PB2000PLC045626

**POLICY PREAMBLE**

**MAX LIFE INSURANCE COMPANY LIMITED**

Regd. Office: 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab -144533

**Max Life Shiksha Plus Super**

**A Unit Linked Non-Participating Individual Life Insurance Plan**

**UIN [104L084V08]**

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

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

**Max Life Insurance Company Limited**

Place of Issuance: Gurugram, Haryana



**Max Life Shiksha Plus Super  
A Unit Linked Non-Participating Individual Life Insurance Plan  
UIN: 104L084V08  
SCHEDULE**

*In this Policy, the investment risk in the investment portfolio is borne by You*

**I. DETAILS OF POLICY**

<p><b>BASE POLICY</b> - Max Life Shiksha Plus Super</p> <p><b>OFFICE -</b></p> <p><b>POLICY NO :</b></p> <p><b>DATE OF PROPOSAL:</b></p> <p><b>DATE OF COMMENCEMENT OF RISK /EFFECTIVE DATE:</b></p> <p><b>DATE ON WHICH SURVIVAL BENEFITS BENEFITS/ ARE PAYABLE: N/A</b></p> <p><b>DATE OF ISSUANCE OF POLICY:</b></p> <p><b>NAME OF THE INSURANCE AGENT/INTERMEDIARY:</b></p> <p><b>AGENT/ INTERMEDIARY LICENSE NO.:</b></p> <p><b>INSURANCE AGENT/ INTERMEDIARY CODE:</b></p> <p><b>ADDRESS:</b></p> <p>.</p> <p><b>CONTACT NO.:</b></p> <p><b>EMAIL:</b></p> <p>Details of Sales Personnel (for direct sales only)</p>	<p><b>TYPE OF POLICY</b> - A Unit Linked Non- Participating Individual Life Insurance Plan</p>
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**II. DETAILS OF POLICYHOLDER**

<p><b>POLICYHOLDER:</b></p> <p><b>DATE OF BIRTH:</b></p> <p><b>AGE:</b></p> <p><b>GENDER:</b></p> <p><b>RELATIONSHIP WITH THE LIFE INSURED:</b></p>  <p><b>ADDRESS (For all communication purposes):</b></p> <p><b>CONTACT NO.:</b></p> <p><b>EMAIL:</b></p>	<p><b>APPOINTEE (IF NOMINEE IS A MINOR)</b></p> <p><b>Name</b></p> <p><b>Relationship with Nominee:</b></p>																														
<p><b>NOMINEE:</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">Nomin ee (s)Na me</th> <th style="width:20%;">Relationship of Nominee(s) with Policyholder:</th> <th style="width:15%;">Date of Birth: Of Nominee</th> <th style="width:5%;">Age:</th> <th style="width:5%;">Gend er</th> <th style="width:10%;">% share</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Nomin ee (s)Na me	Relationship of Nominee(s) with Policyholder:	Date of Birth: Of Nominee	Age:	Gend er	% share																								
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<b>Bank Account Number:</b>	
<b>Bank Account Details for Pay outs</b>	
<b>Bank A/C no. :</b>	<b>Bank Name :</b>

**III. DETAILS OF LIFE INSURED**

<b>LIFE INSURED:</b> <b>DATE OF BIRTH:</b> <b>AGE:</b> <b>AGE ADMITTED:</b> <b>GENDER:</b> <b>ADDRESS (For all communication purposes):</b>
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Rider Name	Variant	Rider Premium Payment Term	Rider Policy Term

**IV. DETAILS OF POLICY COVERAGE**

<b>SUM ASSURED ON DEATH:</b>
<b>MATURITY DATE:</b>
<b>POLICY TERM:</b>
<b>PREMIUM PAYABLE (in `):</b>
<b>PREMIUM FREQUENCY:</b>
<b>PREMIUM PAYMENT TERM:</b>
<b>DUE DATES WHEN REGULAR PREMIUM IS PAYABLE/ DATE WHEN THE LAST INSTALMENT OF REGULAR PREMIUM IS PAYABLE:</b>
<b>BILL DRAW DATE:</b>
<b>ANNUALISED PREMIUM:</b>
<b>SYSTEMATIC TRANSFER PLAN OPTION:</b>
<b>DYNAMIC FUND ALLOCATION OPTION:</b>
<b>PREMIUM PAYMENT METHOD:</b>

**V. ALLOCATION PROPORTION AT THE EFFECTIVE DATE/DATE OF COMMENCEMENT OF RISK (Applicable if Systematic Transfer Plan option or Dynamic Fund Allocation option is not chosen)**

FUND NAME	ALLOCATION PROPORTION (as a % of the Regular Premium)
Secure Fund	
Conservative Fund	
Balanced Fund	
Growth Fund	
Growth Super Fund	
High Growth Fund	
NIFTY Smallcap Quality Index Fund	
Midcap Momentum Index Fund	
Nifty Alpha 50 Fund	
Nifty 500 Momentum 50 Fund	

## **PART B**

### **DEFINITIONS**

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

1. **"Age"** means the Life Insured's age on last birthday as on the Effective Date or on the previous Policy Anniversary, as the case may be;
2. **"Annualised Premium"** is the amount specified in the Schedule, and means Premium amount payable in a Policy Year, excluding taxes, Rider Premiums, underwriting extra premium on Riders, if any,
3. **"Allocation" or "Allocate" or "Allocated"** for linked insurance product means the process of allocating Premium to create Units, at the prevailing Unit price, in the Segregated Funds offered under the linked insurance product, as and when the premiums are received or Switches from one Fund to another Fund are made;
4. **"Appointee"** means the person named by the Policyholder, registered with us and specified in the Schedule, who is legally authorised to receive and hold in trust the benefits under this Policy on behalf of the Nominee/(s), if the Nominee/(s) is/are less than 18 years, on the date of payment
5. **"Authority"** means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999
6. **"Business Day"** means a day on which Our head office is open for conducting business and does not include public holidays and all other days when the stock exchange is closed;
7. **"Charges"** means the policy charges applicable under this Policy which are listed and described in the Schedule;
8. **"Claimant"** means the Nominee or Your legal heirs or legal representatives (if there are no Nominees or all Nominees have pre-deceased the Life Insured) in case of death of the Life Insured and You, in case maturity of the Policy;
9. **"Date of Discontinuance"** means the date on which We receive a written intimation from You about the Surrender of the Policy or on the expiry of the Grace Period, whichever is earlier;
10. **"Date of Payment of Premium"** means the date on which Premium payment is received by Us in accordance with the provisions of Section 64 VB (2) of The Insurance Act, 1938;
11. **"Date of Revival"** is the approval Date of Revival of the Policy;
12. **"Death Benefit"** means the benefit which is payable on death of Life Insured, as stated in the Policy;
13. **"Discontinuance"** means the state of the Policy that could arise on account of Surrender of the Policy or on non-payment of the Regular Premium due before the expiry of the Grace Period;
14. **"Discontinuance Policy Fund"** means Our Segregated Fund constituted by the fund value as applicable for all linked insurance policies discontinued during the Lock in Period on which a minimum guaranteed interest rate of 4% (Four percent) per annum (or as mandated by the Authority from time to time) is guaranteed to be paid;
15. **"Date of Commencement of Risk / Effective Date"** means the date as specified in the Schedule, on which the insurance cover/risk under this Policy commences;
16. **"Family Income Benefit"** means the benefit payable by Us in accordance with Clause 1.1 (ii) of Part C of this Policy;
17. **"Force Majeure Event"** means an event by which performance of any of Our obligations are prevented or hindered as a consequence of any act of God, State, strike, lock-out, legislation or restriction by any government or other authority or any circumstance beyond Our control;
18. **"Funds" or "Segregated Fund "** means the segregated investment funds established and managed by Us
19. **"Fund Value"** means the summation of number of Units in each Segregated Fund(s) multiplied by the NAV for respective Segregated Fund(s) under the Policy;
20. **"Funding of Premium Benefit"** means the benefit payable by Us in accordance with Clause 1.1 (iii) of Part C of this Policy;
21. **"Grace Period"** (other than single premium policies) means the time granted by Us from the due Date of 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 & condition of the Policy. The Grace Period for payment of the Premium for all types of life insurance policies shall be 15 (Fifteen) days, where the policyholder pays the premium on a monthly basis and 30 (thirty) days in all other cases ;
22. **"Guaranteed Loyalty Additions"** means the additional Units created in accordance with Clause 1.4 of Part C of this Policy.

23. **"Insurance Act"** means the Insurance Act, 1938;
24. **"Life Insured"** means the person named in the Schedule whose life is insured under this Policy;
25. **"Lock in Period"** means a period of 5 (Five) consecutive years from the Date of Commencement of Risk, during which period the proceeds of the Policy cannot be paid by Us to You or to the Life Insured, as the case may be, except in the case of death or upon the happening of any other contingency covered under the Policy ;
26. **"Maturity Date"** means the date specified in the Schedule on which the Policy Term expires, this Policy terminates and the maturity benefits as specified in Clause 1.2 of Part C of this Policy become payable unless the Settlement Option as specified in Clause 1.3 of Part C has been chosen by You;
27. **"Minimum Death Benefit"** means 105% (Hundred and Five percent) of the Total Premium Paid until the date of the Life Insured's death;
28. **"Monthly Anniversary"** means the date in every month corresponding with the Effective Date and if such corresponding date does not exist in a particular month, then the last day of that month;
29. **"NAV"** or **"Net Asset Value"** or **"Unit Price"** means the price per Unit of Segregated Fund;
30. **"Nominee"** means the person named by You and registered by Us in accordance with Clause 3 of Part F of this Policy who is authorized to receive the Death Benefit under the Policy in accordance with the terms of the Policy;
31. **"Non-Participating"** means products where policies are not entitled for any share in surplus (profits) during the Policy Term;
32. **"Paid-Up Policy"** means a Policy under which the Regular Premiums have been discontinued after the completion of the Lock-in Period;
33. **"Paid Up Sum Assured"** means the amount payable under a Paid-Up Policy which is equal to the original Sum Assured on Death multiplied by "a ratio of total period for which Premiums have already been paid" to "maximum period for which Premiums were originally payable" as per the terms and conditions of the Policy;
34. **"Partial Withdrawals"** means any amount withdrawn partially out of Unit fund by the Policyholder during the Policy Term;
35. **"Policy"** means the contract of insurance entered into between You and Us as evidenced by this document, the Proposal Form, the Schedule, the Customer Information Sheet and any additional information/documents provided to Us in respect of the Proposal Form along with any written instructions from You subject to Our acceptance of the same and any endorsement issued by Us;
36. **"Policy Anniversary"** means the annual anniversary of the Effective Date;
37. **"Policy Term"** means the term of the Policy as specified in the Schedule;
38. **"Policy Year"** means a period of 12 (Twelve) months commencing from the Effective Date and every Policy Anniversary thereafter;
39. **"Premium Payment Term"** means the term during which the Regular Premiums are payable under the Policy, as specified in the Schedule;
40. **"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.
41. **"Proposal Form"** means the form filled in and completed by You, giving full particulars, for the purpose of obtaining insurance coverage under this Policy;
42. **"Regular Premium"** means the premium payable to Us in regular instalments in the manner and at the intervals ("Premium Frequency") specified in the Schedule;
43. **"Revival"** means restoration of the Policy, which was discontinued due to the nonpayment of premium, by Us with all the benefits mentioned in the Policy, 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 Insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the Underwriting Policy;
44. **"Revival Period"** means a period of 3 (Three) consecutive years from the date of first unpaid Regular Premium; **"Rider"** means the insurance cover (s) added to the Policy for additional Premium or charge;
45. **"Rider Benefit"** means an amount of benefit payable on occurrence of a specified event covered under the Rider, and is an additional benefit to the benefit under the Policy, and may include waiver of premium benefit on other applicable Riders;
46. **"Schedule"** means the Policy schedule and any endorsements attached to and forming part of this Policy and if an updated Schedule is issued, then, the Schedule which is latest in time;
47. **"Settlement Option"** means a facility made available to receive the maturity or death proceeds in instalments in accordance with the terms and conditions;
48. **"Surrender"** means complete withdrawal or termination of the entire Policy.

49. **"Surrender Value"** means an amount, if any, that becomes payable on Surrender of the Policy during its term which is calculated by Us in accordance with the terms and conditions of the Policy;
50. **"Switch(es) or "Switched" or "Switching"** means a facility allowing the policyholder to move from one Segregated Fund, either wholly or in part, to other Segregated Fund(s) amongst the Segregated Funds offered as per the terms and conditions of the Policy;
51. **"Sum Assured" or "Sum Assured on Death"** means an absolute amount of benefit specified in the Schedule which is guaranteed to become payable on death of the Life Insured in accordance with the terms and conditions of the Policy, it is calculated by multiplying the "chosen death benefit cover multiple" with the "Annualised Premium". The minimum Sum Assured on Death shall be as follows:
- For Limited Premium and Regular Premium*
- For Age less than 50 years- The Sum Assured on Death multiple options available under this variant are 7 & 10.; and
  - For Age 50 years and above- The Sum Assured on Death multiple options available under this variant are 5, 7 & 10/
52. **"Sum at Risk"** means an amount which is positive and is higher of the following:
- i. highest of the Sum Assured on Death or 105% of all Premiums Paid till the date of calculation of sum at risk or (0.5 times the product of the Policy Term and the Annualised Premium); and
  - ii. the present value of the future Family Income Benefit plus the Funding of Premium Benefit payable. The present value will be calculated at a discount rate of 6.5% per annum.
53. **Note:** During the settlement period, 'Sum at Risk' shall be higher of (Minimum Death Benefit less the Fund Value) or Zero;"**Total Premiums Paid**" means total of all the Premiums received under the Policy including top-ups premium Paid, if any.
54. **"Unit"** means a specific portion of the underlying Segregated Fund which is representative of Your entitlement in such Funds.
55. **"Unit Account"** means a notional account opened and managed by Us for You, in which the Units are Allocated following the receipt of the Regular Premium and in which the Units are cancelled by Us for the purpose of paying the benefits and for recovering the applicable Charges; **"Unit Linked"** are the products where the benefits are partially or wholly dependent on the performance of the underlying assets under each of the Segregated Fund offered;
56. **"Valuation Date"** means the date on which We value the assets to which each of the Funds is referenced for the purpose of declaring the NAV. We will determine the valuation, the frequency of which shall be every Business Day;
57. **"You" or "Your" or "Policyholder"** means the person named in the Schedule as the policyholder; and
58. **"We", "Us" or "Our" or "Company"** means Max Life Insurance Company Limited.



**PART C**

**1. BENEFITS**

**1.1 Death Benefit**

- a. In the event of the Life Insured's death when the insurance coverage under this Policy is in force (and subject to the terms of Clause 1.2 of Part D) the following shall be payable to the Claimant:
  - (i) **Lump Sum Benefit:** On the Life Insured's death, We shall pay the higher of the Sum Assured on Death or (0.5 times the product of Policy Term and Annualised Premium), provided that the amount payable shall not be less than the Minimum Death Benefit.
  - (ii) **Family Income Benefit:** On each Policy Anniversary following or coinciding with the Life Insured's date of death and until the end of the Policy Term, We shall pay an amount equal to 10% (Ten percent) of Sum Assured on Death provided that We shall not be liable to pay more than 10 (Ten) such instalments. We guarantee that on the death of the Life Insured during the Policy Term a minimum of three instalments of an amount equal to 10% of Sum Assured on Death is payable. If the Life Insured dies during the Policy Term where less than three Policy Anniversaries are remaining till the end of Policy Term on the date of death, any excess instalments required to meet the minimum requirement of payment of three instalments will be paid by Us on the Maturity Date in lump sum. Such payment shall be made by Us either by way of a cheque or demand draft or by any other means as determined by Us from time to time.
  - (iii) **Funding of Premium:** On each Regular Premium due date(s) as specified in the Schedule, after the date of death of the Life Insured, We will credit the Regular Premium that would otherwise have been payable after the death of the Life Insured, under the Policy to the Funds. The Fund Value will be payable on the Maturity Date.
- b. The Policy shall continue after the Life Insured's death until the Maturity Date. However, the Claimant, will not be allowed to exercise the option of Switches, Premium Redirection, Partial Withdrawals, Surrender and Settlement Option after the date of death of the Life Insured.
- c. Notwithstanding the foregoing, the Funding of Premium Benefit shall not be deemed to give rise to any legal or beneficial right to the Claimant to claim the amount of Regular Premiums in any manner or form, except in the manner described in Clause 1.1 (a) (iii) of Part C of this Policy.
- d. Settlement Option will not be provided on Death Benefit.

**1.2 Maturity Benefit**

On the Maturity Date, if the Life Insured is alive and the insurance cover under this Policy is in force or if this Policy is a Paid-Up Policy in accordance with Clause 1.2 of Part D, We will pay the Fund Value applicable on the Maturity Date to You unless You have opted for the Settlement Option in accordance with Clause 1.3 of Part C below and We have accepted same.

In case the Maturity Date is not a Business Day, the NAV of the next Business Day will be applicable.

**1.3 Settlement Option**

You may opt to exercise the Settlement Option at least 15 (Fifteen) days before the Maturity Date by giving Us a written request. Under the Settlement Option accepted by Us:

- (a) You will receive the value of Units, as per the prevailing NAV in periodic instalments (i.e annually, semi-annually, quarterly or monthly) for a maximum period of 5 (Five) years from the Maturity Date subject to the prevailing rules. We will pay the first instalment under Settlement Option on the Maturity Date. Under the Settlement Option, the Units payable towards each installment will be equal to the number of Units available before payment of the installment divided by the number of remaining installments. Your written request to apply for the Settlement Option shall specify the proposed duration for payment and the frequency of payment of each instalment.
- (b) For the duration when the Settlement Option is in force:
  - (1) the Policy will continue, after the Maturity Date for a period not exceeding 5 years from the Maturity Date with risk cover equal to 105% of the Total Premiums Paid, on the Life Insured's life under the Policy after the Maturity Date. Accordingly, Mortality Charge will be deducted;
  - (2) We will deduct the applicable Fund Management Charge;
  - (3) You shall not be permitted to make any Partial Withdrawals;
  - (4) You may Switch Units between the Funds upon which applicable Switching charges will be deducted; and
  - (5) You shall continue to bear all inherent risks in the investment portfolio.
- (c) You may opt to terminate the Settlement Option at any time when the Settlement Option is in force by giving Us a written notice. We shall pay the Fund Value prevailing on the date of receipt of such notice and terminate the Policy.
- (d) If Life Insured dies when the Settlement Option is in force, We will pay the Fund Value prevailing as on the date of the death of the Life Insured to You provided that the amount payable shall in no event be less than the Minimum Death Benefit and terminate the Policy.

#### **1.4 Guaranteed Loyalty Additions:**

- (a) Guaranteed Loyalty Additions shall be made available as specified in Clause 1.4 (b) of Part C, only if the Premium Payment Term is between 15 to 25 (Fifteen to Twenty Five) years and provided all due Regular Premiums have been received by Us.
- (b) We will add 0.20% of the Fund Value to the Fund(s) by creation of additional Units at the end of every Policy Year starting from the 11th (Eleventh) Policy Year. For each subsequent year, the Guaranteed Loyalty Additions shall increase by 0.02% of the Fund Value prevailing at the end of that Policy Year. For instance, at the end of 12th (Twelfth) Policy Year, the Guaranteed Loyalty Additions will be 0.22% (i.e 0.20%+0.02%) of the Fund Value, at the end of 13th (Thirteenth) Policy Year, the Guaranteed Loyalty Additions will be 0.24% (0.20%+0.02%+0.02%) of the Fund Value, and so forth.
- (c) The additional Units shall be credited in different Funds in proportion of the Fund Value at the time of such additions.
- (d) In case of Revival, the Guaranteed Loyalty Additions for previous year(s) will be credited on the basis of the Fund Value prevailing as on the date of revival of the Policy.
- (e) For the sake of clarity, the Guaranteed Loyalty Additions as mentioned above shall also be available in case of death of the Life Insured if Regular Premiums are funded by the Company under Clause 1.2. (iii) of Part C of this Policy.
- (f) Guaranteed Loyalty Additions shall be made available, as applicable, where the Premium reduction option has been opted by You, if any.

## **2. PAYMENT OF BENEFITS**

2.1 Subject to Clause 3 to 16 of Part F and Part G below, the benefits under this Policy are payable only on submission of satisfactory proof to Us. For processing a claim under this Policy, We require:

- (a) written notice of the claim at the earliest;
- (b) all the following documents to be submitted to Us:
  - (i) claimant's statement in the prescribed form;
  - (ii) original Policy document;
  - (iii) death certificate issued by the local/municipal authority (for claims for payment of the Death Benefit only);
  - (iv) valid identity and address proof of the claimant/ Nominee(s) (in case of claims for payment of the Death Benefit) which must be self attested.
  - (v) valid succession certificate/order from a competent court specifying that the claimant is entitled to collect the amounts due under the Policy (for all claims where You are not alive and there are no Nominees or all Nominee(s) have pre-deceased the Life Insured).
- (c) other information, details or documentation specified by Us for assessing the claim.

2.2 Any person claiming the benefits under this Policy can download the claim request documents from Our website [www.maxlifeinsurance.com](http://www.maxlifeinsurance.com) or can obtain the same from any of Our branch offices.

2.3 We reserve the right to scrutinise the information and documents submitted by the claimant and/or investigate the claim and deny the claim partially or completely on the basis of Our scrutiny of the documents or investigation, as the case may be. We will pay the benefits under the Policy only subject to Our satisfaction:

- (a) that the benefits have become payable as per the terms and conditions of this Policy; and
- (b) of the bonafides and credentials of the said Claimant claiming the benefits under this Policy.

2.4 Any benefit/claim payment under this Policy shall be made by Us in Indian Rupees or in any other currency in accordance with the applicable Indian law

2.5 Once the benefits under this Policy are paid to the Claimant as specified under this Policy, the same shall constitute a valid discharge of Our liability under the Policy.

## **3. PREMIUM PAYMENTS**

3.1 The Regular Premium is due and payable to Us by the due date specified in the Schedule. If the Regular Premium is not paid by the due date, You may pay the same during the Grace Period. During Grace Period the insurance cover will continue and all Charges under the Policy will continue to apply. You are not permitted to change the Regular Premium amount or the Premium Payment Term during the Policy Term.

3.2 The Regular Premium can be paid by You annually, semi-annually, quarterly or monthly as per the Premium Frequency chosen by You.

3.3 You may change the Premium Frequency by submitting a written request to Us, provided that such change in Premium Frequency will be effective only if the minimum limits of Annualised Premium for each such Premium Frequency, as mentioned in the table below, are

adhered to and such change in Premium Frequency will be effective only on the Policy Anniversary following the receipt of such request:

- 3.4 You may pay the Regular Premiums at any of Our offices or through Our website [www.maxlifeinsurance.com](http://www.maxlifeinsurance.com) or by any other means, as informed by Us from time to time. Any Regular Premium paid by You through a cheque or any other instrument/medium will be deemed to have been received only after the same has been fully realised and credited to Our bank account.
- 3.5 The premium payment receipt shall be issued in Your name and shall be subject to realisation of the cheque or any other instrument/medium.
- 3.6 Top-up premium and/or additional premium are not allowed under this policy.
- 3.7 If the Regular Premium is not received in full by the expiry of the Grace Period the following provisions will apply.

**4. PREMIUM REDUCTION**

- 4.1 Upon payment of full Premiums for the first Five Policy Years, You have an option to decrease the Premium upto 50% of the original Annualised Premium subject to the minimum Premium limit as approved by the Authority under the product. To opt, an intimation should be given to Us 15 days prior to the Premium due date.
- 4.2 The Sum Assured on Death under the Policy will be also be reduced proportionately and all the applicable charges will be deducted accordingly. Both the Family Income Benefit and Funding of Premium Benefit will then be based on the reduced Sum Assured on Death and reduced Premium respectively.
- 4.3 This option may be exercised only once during the Policy Term and once reduced, the Premium cannot be subsequently increased.
- 4.4 The Sum Assured on Death of attached Rider (if any) and the Rider premium will also be reduced proportionately, subject to the regulatory boundary conditions for Riders. If the revised Rider benefit is not within the prescribed limits, the Rider benefit will be terminated and termination conditions of the Rider shall apply.

**PART D**

**1. DISCONTINUANCE OF PAYMENT OF PREMIUMS/ NON-FORFEITURE BENEFITS**

[Note: The provisions of Clause below are not applicable in case of Single Premium Payment Variant]

**1.1 Discontinuance of Payment of Regular Premium during the Lock in Period**

1.1.1 If the Regular Premium is not received before the expiry of the Grace Period, We will, within 3 (Three) months of the first unpaid Regular Premium, give a written notice to You informing You the status of the Policy and provide You the option to revive the Policy within the Revival Period;

1.1.2 In the event that You opt to revive the Policy but do not revive the Policy during the Revival Period, We will close the Unit Account and pay the proceeds of the Discontinued Policy Fund to You at the end of the Revival Period or Lock in Period whichever is later.

1.1.3 If You do not exercise the above option to revive the Policy during the Revival Period, the Policy shall continue without any risk cover (and Rider cover, if any) and the Funds shall remain invested in the Discontinuance Policy Fund, and at the end of the Lock in Period, We will close the Unit Account and pay the proceeds of the Discontinuance Policy Fund to You, and terminate the Policy.

1.1.4 Upon expiry of the Grace Period, in case of Discontinuance of the Policy due to non-payment of Regular Premium, on the Date of Discontinuance, We will credit the Fund Value, by creation of Units, into the Discontinuance Policy Fund after deducting applicable Discontinuance/ Charges. The risk cover under the Policy and any applicable Riders will cease and no further Charges will be levied by Us other than the Fund Management Charge applicable on the Discontinuance Policy Fund.

1.1.5 If the Policy is Surrendered by You, any time before the proceeds under the Policy is paid out, the provisions as mentioned in Clause 2(a) of Part D relating to Surrender of the Policy within the Lock in Period will be applicable.

1.1.6 If You have chosen in writing the option to revive the Policy within the Revival Period, You may exercise following option to revive the Policy during the Revival Period, subject to the following conditions:

- a. You give Us a written request to revive the Policy or the Policy along with Rider cover; and
- b. Life Insured produce/s an evidence of insurability (in form of declaration of health condition and/or relevant medical reports), at Your own cost, acceptable to Us as per Our board approved underwriting policy; and
- c. You pay Us all overdue Regular Premiums in full.

1.1.7 On Revival, the insurance cover under the Policy and any applicable Riders as at the Date of Discontinuance will be restored, the Fund Value of the Units in the Discontinuance Policy Fund at the Date of Revival shall be credited back to the Funds chosen by You. Discontinuance/Surrender Charges deducted will also be added back to the Unit Account.

1.1.8 The amount of Regular Premium paid on Revival, less any Premium Allocation Charges attributable to the Regular Premium paid on r=Revival in accordance with the ratio in which the Regular Premium should be Allocated in the Funds specified by You will be used to purchase Units at the Unit Price as on the Date of Revival.

1.1.9 An amount equal to the Policy Administration Charge falling due between the Date of Discontinuance and the Date of Revival will be levied on Revival by cancelling Units in the Unit Account at their Unit Price.

1.1.10 In case the Life Insured dies during the period of discontinuance, We shall pay the Fund Value as on the date of death and any Discontinuance Charges deducted by Us, shall be added back to the Fund Value, in case the Policyholder has exercised the option to revive the policy.

1.1.11 During the period of Discontinuance, You shall not be allowed to exercise Switches or Partial Withdrawals.

**1.2. Discontinuance of Payment of Regular Premium after the Lock in Period**

1.2.1 If the Regular Premium is not received in full by the expiry of the Grace Period, the Policy shall be immediately and automatically converted into a reduced Paid-Up Policy with the Paid Up Sum Assured. The Policy shall continue to be in reduced paid-up status without Rider cover, if any. On such discontinuance, We will, within 3 (Three) months of the first unpaid Regular Premium, give a written notice to You informing You of the status of the Policy and provide You the option to exercise one of the following options in writing:

- a) revive the Policy within the Revival Period;
- b) complete withdrawal (Surrender) of the Policy without any risk cover;

1.2.2 If the complete withdrawal option is exercised by You, the provisions relating to Surrender of the Policy after the Lock in Period as per Clause 2 (b) of Part D will be applicable.

1.2.3 In the event that You opt to revive the Policy but do not revive the Policy during the Revival Period, We will pay the Fund Value to you at the end of the Revival Period..

1.2.4 If You do not exercise any of the above option, the Policy will continue to be a reduced Paid-Up Policy and at the end of the Revival Period, We will pay the Fund Value to You, and terminate the Policy.

1.2.5 During the period up to the Date of Discontinuance, the risk cover will continue and all Charges under the Policy will continue to apply.1.2.6 During the Revival Period, the risk cover under a reduced Paid-Up Policy shall be restricted to the Paid Up Sum Assured and all applicable Charges i.e. policy administration charge, mortality charge and fund management charge will continue to be levied.

However, the mortality charges shall be deducted based on the reduced Paid Up Sum Assured only.1.2.7 If You have chosen in writing the option to Revive the Policy within the Revival Period, You may exercise any of the following options in writing during the Revival Period:

**I. Revive the Policy:**

a. Revive the Policy, subject to the following conditions:

- i. You give Us a written request to revive the Policy or the Policy along with Rider cover; and

- ii. Life Insured produce/s an evidence of insurability (in form of declaration of health condition and/or relevant medical reports), at Your own cost, acceptable to Us as per Our board approved underwriting policy; and
- iii. You pay Us all overdue Regular Premium in full.
  - b. The amount of Regular Premium paid on Revival, less any Premium Allocation Charges attributable to the Regular Premium paid on Revival in accordance with the ratio in which the Regular Premium should be Allocated in the Funds specified by You will be used to purchase Units at the Unit Price as on the Date of Revival.
  - c. We shall credit all the Guaranteed Loyalty Additions that would otherwise have been payable for the Revival Period in accordance with Clause 1.4.of Part C at the Fund Value prevailing on the Date of Revival.
  - d. During the period up to the expiry of the Revival Period or the earlier exercise of any of the above options, the Policy will continue with reduced risk cover and all applicable charges i.e. Policy Administration Charge, Mortality Charge and Fund Management Charge will be levied during the Revival Period.

**II. Complete Withdrawal from the Policy without any risk cover:**

If You exercise the option of complete withdrawal, then, on such date, the provisions relating to Surrender of the Policy after the Lock in Period as per Clause 2(b) of Part D shall be applicable.

**2. SURRENDER**

At any time during the Policy Term, You have the right to Surrender the Policy by giving Us written notice:

**(a) Surrender within the Lock in Period**

- (i) If you Surrender the Policy within the Lock in Period, We will credit Fund Value by creation of Units into the Discontinuance Policy Fund after deducting applicable Discontinuance/Surrender Charges and the risk cover under the Policy and any applicable Riders, if any, will cease.
- (ii) On the expiry of the Lock in Period, We will close the Unit Account and the value of Units in the Discontinuance Policy Fund as at that date shall be paid to You the Policy will terminate.
- (iii) Until the expiry of the Lock in Period, only the Fund Management Charge applicable on the Discontinuance Policy Fund shall be levied and no other Charges will be levied by Us.
- (iv) If the Life Insured dies anytime within the Lock in Period, after the Fund Value has been transferred to the Discontinuance Policy Fund, We will close the Unit Account and the value of Units in the Discontinuance Policy Fund on the date of death of the Life Insured shall be paid to the Nominee or your legal heirs or legal representatives.

**(b) Surrender after the completion of the Lock in Period**

If You Surrender the Policy after the completion of the Lock in Period, We shall close the Unit Account and pay the Surrender Value which is equal to the Fund Value of Units in the Segregated Fund(s) (prevailing on the date of receipt of a valid request for Surrender).

**3. POLICY LOAN**

You are not entitled to loans under this Policy.

**4. AUTOMATIC TERMINATION/ FORECLOSURE OF THE POLICY**

If at any time during the Policy Term or settlement period, the Fund Value becomes equal to or less than zero, the Policy will terminate.

**5. ALLOCATION OF PREMIUM**

We will Allocate the Regular Premiums received, on the later of the date of receipt of the premium or the premium due date, as the case may be to the Funds chosen by You and in the Allocation proportion specified in the Schedule (or as modified from time to time) after deduction of the Premium Allocation Charge.

**6. FUNDS**

- 6.1 The Funds currently available for investment under the Policy and the investment objectives of each Fund are specified in the Schedule.
- 6.2 We may add, close, combine or modify any Fund with the prior approval of the Authority. We will send You prior written notice of at least 60 (Sixty) days of our intention to add, close, combine or modify any Fund.
- 6.3 The underlying assets in all Funds belong to Us. Your investment in any Fund shall not and shall not be deemed to give rise to any legal or beneficial ownership or right to You, the Life Insured or Nominee in either the assets to which the Funds are referenced or the income from those assets or any surpluses in any Funds or in Our profits or assets.

**7. OPTIONS AVAILABLE UNDER THE POLICY**

**7.1 Premium Redirection**(a) You may redirect the Regular Premium between the Funds by giving Us written notice of the proposed amended Allocation proportion before the Regular Premium due date, We will change the Allocation proportion provided that

- (i) the amount/proportion of Regular Premium to be paid into each Fund at the time of redirection is specified by You in Your request for Premium Redirection.

- (ii) We will not permit more than 6 (Six) Premium Re-Directions in any Policy Year.

### **7.2 Switch**

- (a) You may Switch Units from one Fund to any other Fund by giving Us a written request. We will cancel Units from the Fund from which You wish to Switch out and purchase Units in the Fund in which You have chosen to re-invest, provided that:
- (i) the amount to be Switched is at least ` 5,000 (Rupees Five Thousand);
  - (ii) no charge shall be levied to process request for Switching Units between different Funds.
  - (iii) We will not permit more than 12 (Twelve) Switches in any Policy Year.
  - (iv) Switching will not be allowed during the period of Discontinuance.
- (b) We may, in Our discretion and with the prior approval of the Authority, impose a partial or complete ban on Switches for a period not exceeding 30 (Thirty) days, if in Our view it is appropriate in order to maintain the stability of a Fund or if it is necessary to protect the interests of the policyholders. This ban may be imposed under extraordinary circumstances such as non-availability of market prices or the occurrence of any catastrophe where the declaration of the Unit Price is not possible.
- (c) Switching shall be allowed during the settlement period.

### **7.3 Partial Withdrawals**

- (a) You may make a Partial Withdrawal by giving Us a written request. We will affect the partial withdrawal provided that:
- (i) the amount to be withdrawn is at least Rs. 5,000 (Rupees Five Thousand);
  - (ii) We will not permit more than 2 (Two) Partial Withdrawals in any Policy Year;
  - (iii) the maximum amount of Partial Withdrawal in any Policy Year does not exceed 50% (Fifty percent) of the Fund Value as on the date of the Partial Withdrawal subject to the Fund Value immediately after the Partial Withdrawal being at least equal to 1 (one) Annualised Premium; For the sake of clarity, You may make a maximum of 2 (Two) Partial Withdrawals in a Policy Year such that the summation of percentages of Fund Value withdrawn is not more than 50% (Fifty percent);
  - (iv) We will not permit any Partial Withdrawal before the commencement of the 6<sup>th</sup> (Sixth) Policy Year;
  - (v) The Sum Assured on Death shall not be reduced by the Partial Withdrawals made.
- (b) We may, in Our discretion and with the prior approval of the Authority, impose a partial or complete ban on Partial Withdrawals for a period not exceeding 30 (Thirty) days, if in Our view it is appropriate in order to maintain the stability of a Fund or if it is necessary to protect the interests of the policyholders. This ban may be imposed under extraordinary circumstances such as non-availability of market prices or the occurrence of any catastrophe where the declaration of the Unit Price is not possible.

## **8. Termination of Policy**

This Policy shall terminate upon happening of the earliest of the following events:

- i) on the date on which We receive a valid free look cancellation request as per Clause 9 of Part D of this Policy from You; or
  - ii) on payment of Death Benefit as per Clause 1.1 of Part C of this Policy or the date of intimation of repudiation of the claim in accordance with the provisions of this Policy; or
  - iii) on payment of proceeds of the Discontinuance Policy Fund or Surrender Value, as applicable; or
  - iv) upon the Fund Value becoming equal to or less than zero in accordance with Clause 4 of Part D of the Policy; or
  - v) on the Maturity Date; or
- in case You have chosen the Settlement Option, on receipt of Your request for termination of Settlement Option or the expiry of the settlement period as chosen by You.

## **9. Free Look Period**

“Free Look” means a period of thirty (30) days from the date of receipt of the Policy, to review the terms and conditions of the Policy, where if You disagree with any of those terms and conditions or otherwise and have not made any claim, You have the option to return the Policy stating the reasons for ~~disagreement~~ the same. Upon return, the Policy will terminate forthwith and all rights, benefits and interests under the Policy will cease immediately. You shall be entitled to refund of the Premium paid less proportionate risk premium for the period of cover, and the expenses, if any, incurred on medical examination of the Life Insured, , and stamp duty charges. Additionally, We will repurchase the Units at the Net Asset Value (NAV) of the Units on the date of cancellation.

## **PART E**

### **1. INVESTMENT OPTIONS:**

You may choose any of the following investment options subject to the terms as stated in this Policy:

- i) Dynamic Fund Allocation;
- ii) Systematic Transfer Plan; or
- iii) Funds currently available and specified in the Schedule;

**i) Dynamic Fund Allocation;**

- (a) You may opt to exercise the Dynamic Fund Allocation option only prior to the Effective Date. If this option is in force, then We will automatically Allocate the Regular Premium received on the later of the date of receipt of the Regular Premium or the due date of Regular Premium and Switch Units in the Funds on each Policy Anniversary in a pre-determined proportion specified in the table below:

**For Policies where the Premium Payment Term is 5 years:**

Policy Years to the Maturity Date	Assets under management to be maintained under the Growth Super Fund	Assets under management to be maintained under the Secure Fund
8-10	70%	30%
4-7	50%	50%
0-3	30%	70%

**For Policies where the Premium Payment Term is 15-25 years:**

Policy Years to the Maturity Date	Assets under management to be maintained under the Growth Super Fund	Assets under management to be maintained under the Secure Fund
16-25	80%	20%
11-15	60%	40%
6-10	40%	60%
0-5	20%	80%

- (b) You shall not be permitted to make Premium Redirections or Switch Units between the Funds during the period when this option is in force.
- (c) You may opt out of the Dynamic Fund Allocation option during the Policy Term by giving Us a prior written request, in which case this option will cease to be effective from the Policy Anniversary following the receipt of Your request. Once You have opted out, You shall not be permitted to recommence the Dynamic Fund Allocation option during the Policy Term.

**ii) Systematic Transfer Plan**

- (a) You may opt to exercise the Systematic Transfer Plan at any time during the Policy Term by giving Us a prior written notice but only if the Premium Frequency is annual and the Dynamic Fund Allocation option was not in force or was not opted for at any time during the Policy Term. Once accepted, the Systematic Transfer Plan shall be effective from the Policy Anniversary immediately following the receipt of the written notice.
- (b) If the Systematic Transfer Plan is in force, then We will automatically Allocate the Regular Premium received (after deducting Premium Allocation Charges) to purchase Units in the Secure Plus Fund. On each subsequent monthly anniversary, the Fund Value of  $[1/(13 \text{ less month number in the Policy Year})]$  of the Units available at the beginning of the month shall be Switched to the Growth Super Fund by cancelling Units in the Secure Plus Fund, and purchasing Units in the Growth Super Fund till the availability of Units in Secure Plus Fund.

For instance:

Policy month 1:  $1/(13-1) = 1/12$ th of the Units to be Switched

Policy month 2:  $1/(13-2) = 1/11$ th 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

- (c) We will not levy any Switching Charges for the operation of the Systematic Transfer Plan.
- (d) You shall not be permitted to make Partial Withdrawals from the Secure Plus Fund during the period when this option is in force.

- (e) If You do not pay the Regular Premium due within the Grace Period, then the Systematic Transfer Plan shall not be applicable for that year's premium and Regular Premium received after the Grace Period shall be Allocated to the Growth Super Fund or any other Funds specified by You. Unless You notify Us otherwise in writing, the Systematic Transfer Plan shall apply to future Regular Premium received within the Grace Period.
- (f) You may opt out of the Systematic Transfer Plan during the Policy Term by giving Us prior written notice, in which case this option will cease to be effective from the Policy Anniversary following the receipt of the request.
- (g) You may opt for either the Systematic Fund Transfer Option or Dynamic Fund Allocation option at the inception or during the Policy Term but not both. If You have opted for any one of the options, You cannot opt for the other.

iii. The Funds currently available for investment under the Policy and the investment objectives of each Fund are as below:

NAME OF FUND	INVESTMENT OBJECTIVES	INVESTMENT MIX	Risk Rating
<b>Secure Fund</b> (SFIN:ULIF00425/06/04LIFESECURE104)	Fund invests in debt instruments such as Government securities, corporate bonds, money market instruments etc. issued primarily by Government of India/State Governments, corporates and banks. The Fund also invests in money market instruments as prescribed by the Authority. No investment is made in equities.	Government securities: 50-100% Corporate bonds: 0-50% Money market & Cash instruments:0-40% Equities: Nil	Low
<b>Conservative Fund</b> (SFIN:ULIF00325/06/04LIFECONSERVATIVE104)	Fund invests primarily in debt instruments such as Government securities, corporate bonds, market instruments etc. issued primarily by Government of India/State Governments and money to some extent in corporate bonds and money market instruments. The Fund invests up to 15% of Fund corpus in equities.	Government securities:50-80% Corporate bonds: 0-50% Money market & Cash instruments: 0-40% Equities: 0-15%	Low
<b>Balanced Fund</b> (SFIN:ULIF00225/06/04LIFEBALANCED104)	Fund invests primarily in debt instruments such as Government securities, corporate bonds, money market instruments etc. issued primarily by Government of India/State Governments and to some extent in corporate bonds and money market instruments. The Fund invests minimum of 10% and up to maximum of 40% of Fund corpus in equities.	Government securities:20-50% Corporate bonds: 20-40% Money market & Cash instruments: 0-40% Equities: 10-40%	Medium
<b>Growth Fund</b> (SFIN:ULIF00125/06/04LIFEGROWTH104)	Fund invests in various asset classes such as equities, Government securities, corporate bonds and money market instruments. The equities exposure in the Fund will at all times be at a minimum of 20% but not more than 70%. The Fund invests the remaining Fund corpus in debt instruments across Government, corporate and money market papers.	Government securities: 0-30% Corporate bonds: 0-30% Money market & Cash instruments: 0-40% Equities: 20-70%	High
<b>Growth Super Fund</b> (SFIN:ULIF01108/02/07LIFEGROWTHSUPER104)	Fund is primarily equity oriented by ensuring at least 70% of the Fund corpus is invested in equities at all times. The remaining is invested in debt instruments across Government, corporate and money market papers.	Government securities:0-20% Corporate bonds: 0-20% Money market & Cash instruments: 0-30% Equities: 70-100%	High
<b>NIFTY Smallcap Quality Index Fund</b> (SFIN:ULIF02702/08/23NIFTYSMALLCAP104)	The objective of the fund is to invest in a basket of stocks drawn from the constituents of NSE Smallcap 250 Quality 50 index. The fund will invest in the companies of the above index with similar weights as the index and generate returns as closely as possible, subject to tracking error.	Government securities: Nil Corporate bonds: Nil Money Market & Cash instruments: 0-20% Equities: 80%-100%	Very High



<p><b>Nifty 500 Momentum 50 Fund</b></p> <p>(SFIN: ULIF03015/08/24MOMENFIFTY104)</p>	<p>The objective of fund is to invest in a basket of stocks drawn from the constituents of NSE's NIFTY 500 Momentum 50 Index that invests in 50 stocks across small cap, mid cap and large cap segment, with highest normalized momentum scores within the top 500 stocks by average free-float market capitalization. The fund will invest in companies with similar weights as in the index and generate returns as closely as possible, subject to tracking error.</p>	<p>Government securities: Nil Corporate bonds: Nil Money Market &amp; Cash instruments: 0-20% Equities: 80%-100%</p>	<p>Very High</p>
<p><b>Midcap Momentum Index Fund</b></p> <p>(SFIN: ULIF02801/01/24MIDMOMENTM104)</p>	<p>The objective of the fund is to invest in a basket of stocks drawn from the constituents of NSE Midcap 150 Momentum 50 index. The fund will invest in the companies with similar weights as in the index and generate returns as closely as possible, subject to tracking error</p>	<p>Government securities: Nil Corporate bonds: Nil Money Market &amp; Cash instruments: 0-20% Equities: 80%-100%</p>	<p>Very High</p>
<p><b>Nifty Alpha 50 Fund</b></p> <p>(SFIN: ULIF02914/05/24ALPHA FIFTY104)</p>	<p>The fund to invest in a basket of stocks drawn from the constituents of NSE's Nifty Alpha 50 Index that invests in 50 stocks across small cap, mid cap and large cap segment with highest alphas within the top 300 stocks by average freefloat market capitalisation. The objective of the fund is to invest in companies with similar weights as in the index and generate returns as closely as possible, subject to tracking error.</p>	<p>Government securities: Nil Corporate bonds: Nil Money Market &amp; Cash instruments: 0-20% Equities: 80%-100%</p>	<p>Very High</p>
<p><b>High Growth Fund</b></p> <p>(SFIN:ULIF01311/02/08LIFEHIGHGR104)</p>	<p>The Fund is a multi-cap fund with a focus on mid cap equities, where predominant investments are equities of companies with high growth potential in the long term (to target high growth in capital value assets). At least 70% of the Fund corpus is invested in equities at all times. However, the remaining is invested in government securities, corporate bonds and money market instruments; hence the risk involved is relatively higher.</p>	<p>Government securities: 0-30% Corporate bonds: 0-30% Money Market &amp; Cash instruments: 0-30% Equities: 70%-100%</p>	<p>Very High</p>
<p><b>Secure Plus Fund</b></p> <p>(SFIN: ULIF01628/04/09LIFESECP LS104)</p> <p>Available under systematic transfer plan</p>	<p>The Fund invests in debt instruments such as Government securities, corporate bonds, money market instruments, etc. issued primarily by the Government of India/State Governments, corporates and banks. The Fund also invests in money market instruments as prescribed by the Authority. No investment is made in equities.</p>	<p>Government securities: 60-100% Corporate bonds: 0-40% Money market &amp; Cash instruments: 0-40% Equities: Nil</p>	<p>Low</p>

**Discontinuance Policy Fund (SFIN: ULIF02021/06/13LIFEDISCON104)**

The investment mix for the Discontinuance Policy Fund is as follows:

Money Market Instruments: 0% - 40%

Government Securities: 60% - 100%

The minimum guaranteed interest rate on this Fund is 4.0% (Four percent) per annum (or as mandated by the Authority from time to time). The Fund Management Charge for the Discontinuance Policy Fund is 0.5% per annum. The excess income earned in the Discontinuance Policy Fund over and above the minimum guaranteed interest rate shall also be apportioned to the Discontinuance Policy Fund.

**2. UNITS & UNIT PRICE**

- 2.1 We will initially open a Unit Account as on the Effective Date. Units will be purchased and cancelled at the Unit Price/NAV. The number of Units shall be expressed up to 3 (Three) decimal places.
- 2.2 Units will be cancelled from the Unit Account for recovering applicable Charges and for payment of benefit amounts and other amounts which are payable from the Fund Value.

- 2.3 Units are purely notional and are only for the purpose of determining the Charges recoverable and amounts payable under the Policy. Neither the Units nor the Unit Account give rise or shall be deemed to give rise to any legal or beneficial ownership or right to You, the Life Insured or Nominee in either the assets to which the Funds are referenced or the income from those assets or any surpluses in any Funds or in Our profits or assets.
- 2.4 The price of a Unit shall be calculated as per the following formula:-
- 2.5 [Market value of investments held by the segregated fund + plus value of current assets - minus (value of current liabilities and provisions, if any)] divided by number of Units on Valuation Date (before creation / redemption of Units).
- 2.6 The NAV shall be determined on each Valuation Date. The NAV in respect of each Fund will be determined by dividing the value of the Fund with the number of Units on the Valuation Date subject to rounding up or down by not more than 1% (One per cent) of a Rupee
- 2.7 Unit Encashment**

- For Regular Premium received by a local cheque or a demand draft payable at par at the place where the Regular Premium is received or by cash before 3:00 p.m. on a Business Day, the closing NAV of the day on which the Regular Premium is received by Us shall be applicable.
- For Regular Premium received by a local cheque or a demand draft payable at par at the place where the Regular Premium is received or by cash after 3:00 p.m. on a Business Day, the closing NAV of the next Business Day shall be applicable.
- For Regular Premium received through an outstation cheque/demand draft, the closing NAV of the Business Day on which such cheque/demand draft is realized shall be applicable.
- For valid requests for Switching, Partial Withdrawal, Premium Redirection or Surrender received up to 3.00 p.m. on a Business Day, the closing NAV of the same day shall be applicable.
- For valid requests for Switching, Partial Withdrawal, Premium Redirection or Surrender received after 3.00 p.m. on a Business Day or in case of any request received on a day which is not a Business Day, the closing NAV of the next Business Day shall be applicable.
- For all transactions including Death Benefit or maturity benefit payments that arise on a day which is not a Business Day, the closing NAV of the next Business Day shall be applicable.
- For all transactions including Death Benefit or maturity benefit payments that arise on a last day of the quarter, which is not a Business Day, the closing NAV of the last Business Day of the quarter shall be applicable

### 3. CHARGES

The following charges are guaranteed and shall not change during the Policy Term. These charges shall be levied under this Policy during the Policy Term:

- 3.1 Premium Allocation Charge:** This charge is calculated as a percentage of the Regular Premiums payable and shall be deducted from the Regular Premium received before the same are Allocated to the Unit Account. The Premium Allocation Charge is as follows:

POLICY YEAR	PREMIUM ALLOCATION CHARGE (as a % of the Regular Premium)	
	5 Pay	Regular Pay
1	5%	5%
2	4%	4%
3-5	3%	3%
6-10	NA	3%
11 and thereafter	NA	NIL

- 3.2 Fund Management Charge:** This charge is levied for management of the Funds and is calculated as a percentage of the Fund Value and shall be appropriated by adjusting the NAV. The Fund Management Charge shall be levied on each Valuation Date throughout the Policy Term at rates specified below. The rate to be levied will be equal to the annual rate, as given below, divided by 365 and multiplied by the number of days that have elapsed since previous Valuation Date:

FUND NAME	FUND MANAGEMENT CHARGE (levied as a % per annum of the Fund Value)
Secure Fund	0.90%
Conservative Fund	0.90%
Secure Plus Fund (available under Systematic Transfer Plan only)	0.90%
NIFTY Smallcap Quality Index Fund	1.00%
Balanced Fund	1.10%
Midcap Momentum Index Fund	1.25%
Growth Fund	1.25%
Growth Super Fund	1.25%

High Growth Fund	1.25%
Nifty Alpha 50 Fund	1.25%
Nifty 500 Momentum 50 Fund	1.25%

**3.3 Policy Administration Charge:** This charge is levied for administration of this Policy throughout the Policy Term and levied starting from the Effective Date/Date of Commencement of Risk and on each Monthly Anniversary by cancelling an appropriate number of Units in the Unit Account at the prevailing NAV. The Policy Administration Charge is as follows:

Premium Frequency	POLICY ADMINISTRATION CHARGE (levied as a % of the Annualised Premium)
Annual	0.32% per month compounding at 5% per annum from the sixth Policy Year subject to a maximum of ` 500 (Rupees Five Hundred) per month.
Premium Frequency other than annual	0.22% per month compounding at 5% per annum from the sixth Policy Year subject to a maximum of ` 500 (Rupees Five Hundred) per month.

**3.4 Switch Charge:** Nil

**3.5 Partial Withdrawal Charge:** Nil

**3.6 Premium Re-direction Charge:** Nil

**3.7 Miscellaneous Charge:** Nil

**3.8 Mortality Charge:** This charge is levied on the Sum at Risk for providing life insurance cover to the Life Insured during the Policy Term. The mortality rates(s) as specified in table below is guaranteed for the entire Policy Term/ settlement period. The mortality charge shall be levied on the Life Insured's attained Age, over the duration of this Policy and in accordance with the table specified below:

Attained Age (In Completed years)	Mortality Charge for standard lives	Attained Age (In Completed years)	Mortality Charge for standard lives
	(per Rs.1000 Sum at Risk)		(per Rs.1000 Sum at Risk)
21	0.92	47	3.57
22	0.94	48	3.98
23	0.96	49	4.44
24	0.97	50	4.95
25	0.98	51	5.48
26	0.99	52	6.05
27	1.00	53	6.64
28	1.02	54	7.26
29	1.03	55	7.89
30	1.06	56	8.54
31	1.08	57	9.23
32	1.12	58	9.94
33	1.16	59	10.71
34	1.22	60	11.53
35	1.28	61	12.43
36	1.36	62	13.41
37	1.45	63	14.50
38	1.55	64	15.69
39	1.67	65	17.01
40	1.80	66	18.46
41	1.96	67	20.06
42	2.14	68	21.82
43	2.35	69	23.75
44	2.59	70	25.86
45	2.87	-	-
46	3.20	-	-

During the Policy Term, a proportionate mortality charge shall be levied by Us on every Monthly Anniversary by cancelling an appropriate number of Units from the Unit Account at the prevailing NAV

**3.9 Discontinuance/Surrender Charge:** This charge shall be levied on the Discontinuance of the Policy in accordance with the following table:

Policy Year in	Maximum discontinuance charges for the Policy having Annualised Premium
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which Surrender/ Discontinuance occurs	Up to Rs. 50,000/-, are lower of:			Above Rs. 50,000/-, are lower of:		
	As a percentage of Annualized Premium	As a percentage of Fund Value	Fixed amount (in Rs.)	As a percentage of Annualized Premium	As a percentage of Fund Value	Fixed amount (in Rs.)
1 <sup>st</sup> Policy Year	20%	20%	3,000	6%	6%	6,000
2 <sup>nd</sup> Policy Year	15%	15%	2,000	4%	4%	5,000
3 <sup>rd</sup> Policy Year	10%	10%	1,500	3%	3%	4,000
4 <sup>th</sup> Policy Year	5%	5%	1,000	2%	2%	2,000
5 <sup>th</sup> Policy Year and onwards	Nil	Nil	Nil	Nil	Nil	Nil

3.10 **Taxes:** All Charges are subject to applicable taxes, cess and levies, as may be applicable from time to time.

**NOTE:** On examination of this Policy, if You notice any mistake or error, this Policy should be returned to Us for rectifying the same. This Schedule forms an integral part of the Policy document and should be read in conjunct.

## **PART F**

### **GENERAL TERMS & CONDITIONS**

#### **1. ELIGIBILITY CONDITIONS**

##### **1.1 You agree that:**

- a. the Policy has been written on a single life basis only;
- b. You have represented to Us that the Life Insured has a child (natural or legally adopted) Aged 0 (Zero) days to 18 (Eighteen) years and the Life Insured is not less than Age 21 (Twenty-One) years on the Effective Date and not more than Age 50 (Fifty) years on the Effective Date;
- c. The maximum Age of the Life Insured on the Maturity Date shall not exceed
  - i Age 60 (Sixty) years, if the Premium Payment Term is 5 (Five) years.
  - ii Age 65 (Sixty Five) years, if the Premium Payment Term is 15 (Fifteen) to 25 (Twenty Five) years

##### **2. Risk Factors**

You understand and agree that:

- (i) **Max Life Shiksha Plus Super** is a Unit Linked non participating individual life insurance plan. Unit Linked life insurance products are different from the traditional life insurance products and are subject to investment risks.
- (ii) **Max Life Shiksha Plus Super** is only the name of the Policy and does not in any way indicate the quality of the Policy, its future prospects or returns.
- (iii) the names of the Funds do not in any manner indicate the quality of the Funds, their future prospects or returns.
- (iv) We do not guarantee the Fund Value or Unit Price. Depending on market risk and the performance of the Funds to which the Units are referenced, the Fund Value may fall, rise or remain unchanged and You are responsible for Your decisions. There can be no assurance that the objectives of any Fund will be achieved and none is given by Us.
- (v) the past performance of any Fund is not necessarily indicative of the future performance of any Funds.
- (vi) the Funds do not offer a guaranteed or assured return except in case of Discontinuance Policy Fund which offers minimum guarantee of 4% (Four percent) currently or as prescribed by the Authority from time to time.
- (vii) this is a Non-Participating policy.

##### **3. Nomination**

Nomination is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. [A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (2) for reference]. You may request for a cancellation or change of nomination(s) for a Policy along with necessary details of substituted nominee. Additional charges, not exceeding Rs. 100/- on each occasion may be applicable for cancellation or change of nominee. This option is not available in case the Policy is sold under Married Woman's Property Act, 1874.

##### **4. Assignment**

Assignment is allowed as per Section 38 of the Insurance Act, 1938 as amended from time to time. [A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (3) for reference]. You may request for written acknowledgement of the receipt of notice of assignment or transfer assignment for a Policy. Additional charges, not exceeding Rs. 100/- on each occasion may be applicable for granting a written acknowledgement of the receipt of notice of assignment or transfer assignment. This option is not available in case the Policy is sold under Married Woman's Property Act, 1874.

##### **5. Suicide Exclusion**

- (a) If the Life Insured commits suicide, whether sane or insane, within 12 (Twelve) months from the Effective Date or from the date of the latest Revival of the Policy, the benefits under the Policy shall immediately and automatically cease. We will terminate the Policy by paying only the Fund Value prevailing on the date of intimation of death of the Life Insured.
- (b) Any charges other than Fund Management Charges and guarantee charges recovered subsequent to the date of death shall be added back to the Fund Value as available on the date of intimation of death.

##### **6. Other Restrictions**

This Policy contains no restrictions as to travel, residence or occupation.

##### **7. Policy Currency**

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

## 8. Taxation

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

## 9. CLAIM PROCEDURE

- 9.1 For processing a claim request under the Policy, We will require all of the following documents:
- 9.1.1 Death claim documents:
- Claimant's statement in the prescribed form (death claim application form -form A);
  - original Policy document;
  - a copy of police complaint/ first information report (only in the case of death by accident or unnatural death or suicidal death of the Life Insured);
  - a copy of duly certified post mortem report, autopsy/viscera report and a copy of the final police investigation report /charge sheet (only in the case of death by accident or unnatural death or suicidal death of the Life Insured);
  - original/ attested copy of death certificate issued by the local/municipal authority (only in the case of death of the Life Insured);
  - discharge summary / indoor case papers in case death happened due to medical reasons in a hospital;
  - medical booklet / CGHS card details in case of defence and central government personnel;
  - body transfer certificate / embassy documents / postmortem report whichever applicable in case of death in foreign country;
  - complete passport copy in case of death in foreign country;
  - identity proofs of the Claimants bearing their photographs and signatures (only in case of death of the Life Insured)
  - other life / health insurance details with claim history details;
  - employer certificate with complete leave records (Form E);
  - copy of bank passbook / cancelled cheque of the Claimant;
  - ITR for last 3 years / GST certificate in case of self employed;
  - Bank statement of last 2 years of the Life Insured; and
  - any other documents or information required by Us for assessing and approving the claim request.
- 9.1.2 Maturity claim documents:
- NEFT Form (if not provided earlier)
  - a cancelled cheque or copy of passbook with pre-printed name and bank account number, for payout through NEFT (if not provided earlier or in case of any change in details provided earlier)
  - a self-attested photo ID proof
- 9.2 A Claimant can download the claim request documents from Our website [www.maxlifeinsurance.com](http://www.maxlifeinsurance.com) or can obtain the same from any of Our branches.
- 9.3 We reserve the right to scrutinize the documents submitted by the Claimant and/or investigate the cause of death of the Life Insured and deny the claim partially or completely on the basis of Our scrutiny of the documents or investigation, as the case may be., We shall pay the benefits under the Policy subject to Our satisfaction:
- 9.3.1 that the benefits have become payable as per the terms and conditions of the Policy; and
- 9.3.2 of the bonafides and credentials of the Claimant.
- 9.4 Subject to Our discretion and satisfaction, in exceptional circumstances such as on happening of a Force Majeure Event, We may decide to waive all or any of the requirements.
- 9.5 For any support or guidance in relation to claims, please contact us at Helpline No. – 1860 120 5577, Email: [service.helpdesk@maxlifeinsurance.com](mailto:service.helpdesk@maxlifeinsurance.com).

## 10. Fraud, Misrepresentation And Forfeiture

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

## 11. Declaration of the Correct Age

- (a) Declaration of the correct Age and/ or gender of the Life Insured is important for Our underwriting process and calculation of Premiums payable under the Policy. If the Age and/or gender declared in the Proposal Form is found to be incorrect at any time during the Policy Term or at the time of claim, We may revise the Premium with interest and/or applicable benefits payable under the Policy in accordance with the Premium and benefits that would have been payable, if the correct Age and/ or gender would have made the Life Insured eligible to be covered under the Policy on the Date of Commencement of Risk subject to Section 45 of the Insurance Act, 1938 as amended from time to time

## 12. Electronic Transactions

You will adhere to and comply with all such terms and conditions as prescribed by Us from time to time, and all transactions effected by or through facilities for conducting remote transactions including the Internet, world wide web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or any combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by Us or on Our behalf, for and in respect of this Policy, or for any payment or receipt of Regular Premium or in relation to any of Our products and services, shall constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities, as may be prescribed by Us from time to time.

### **13. Administrative & Judicial Intervention**

If the Authority or any administrative or judicial body imposes any condition on or in relation to this Policy for any reason, We will be bound to follow the same which may include suspension of some or all benefits and obligations under this Policy.

### **14. Force Majeure**

14.1 We shall derive the NAV on each Business Day. However, We may do so less frequently in case of a Force Majeure Event, where the value of the assets is too uncertain. In such circumstances, We may defer the valuation of assets for up to 30 days until we are certain that the valuation of Funds can be resumed. In which case, We shall inform IRDAI of such deferment in the valuation.

14.2 During the continuance of the Force Majeure Events, all requests for servicing the Policy including Policy related payment shall be kept in abeyance. We shall continue to invest as per the Fund mandates submitted with IRDAI. However, We reserve Our right to change the exposure of all or any part of the Funds to money market instruments, as defined under IRDAI (Actuarial, Finance and Investment Function of Insurers) Regulations, 2024 in circumstances mentioned under above. The exposure of the Fund as per the Fund mandates submitted with IRDAI, shall be reinstated within reasonable timelines once the Force Majeure Event ends.

14.3 Some of the examples of the Force Majeure Event circumstances as mentioned are:

- 14.3.1 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.
- 14.3.2 when, as a result of political, economic, monetary or any circumstances which are not in Our control, the disposal of the assets of the fund would be detrimental to the interests of the continuing Policyholders.
- 14.3.3 in the event of natural calamities, acts of god, epidemic, pandemic, strikes, war, civil unrest, riots and bandhs.
- 14.3.4 in the event of any force majeure or disaster that affects Our normal functioning.

14.4 In such an event, an intimation of Force Majeure Event shall be uploaded on Our website for information.

### **15. Amendments**

No amendment to this Policy shall be effective, unless such amendment is expressly approved by Us in writing and/or by the IRDAI (wherever applicable).

### **16 TRANSLATION**

In the event of any conflict or discrepancy between any translated version and the English language version of this Policy contract, the English language version of this Policy contract shall prevail.

**PART – G GRIEVANCE REDRESSAL MECHANISM**

**1) : DISPUTE REDRESSAL PROCESS UNDER THE POLICY**

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

- a. Max Life Insurance Company Limited, Plot 90C, Sector 18, Gurugram- 122015, Haryana, India, Helpline No. – 1860 120 5577, Email: [service.helpdesk@maxlifeinsurance.com](mailto:service.helpdesk@maxlifeinsurance.com); or
- b. Any office of Max Life Insurance Company Limited.

1.2. If our response is not satisfactory or there is no response within 14 (Fourteen) days:

1.2.1 the complainant may file a written complaint with full details of the complaint and the complainant's contact information to the following official for resolution:

Grievance Redressal Officer,  
Max Life Insurance Company Limited  
Plot No. 90C, Sector 18, Gurugram- 122015, Haryana, India  
Helpline No. – 1860 120 5577 or (0124) 4219090  
Email: [manager.services@maxlifeinsurance.com](mailto:manager.services@maxlifeinsurance.com)

1.2.2 the complainant may approach the Grievance Cell of the IRDAI on the following contact details:

IRDAI Grievance Call Centre (Bima Bharosa Shikayat Nivaran Kendra)  
Toll Free No:155255 or 1800 4254 732  
Email ID: [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)  
Website:- [bimabharosa.irdai.gov.in](http://bimabharosa.irdai.gov.in)

1.2.3 the complainant can also register Your complaint online at <http://www.igms.irdai.gov.in/>

1.2.4 the complainant can also register Your complaint through fax/paper by submitting Your complaint to:

Policyholder Protection & Grievance Redressal Department  
Insurance Regulatory and Development Authority of India  
Sy No. 115/1, Financial District,  
Nanakramguda, Gachibowli, Hyderabad – 500 032  
India  
Ph: (040) 20204000

1.3 If the complainant are not satisfied with the redressal or there is no response within a period of 1 (One) month, or within 1 year after rejection of complaint by Us, the complainant may approach Insurance Ombudsman at the address mentioned in Annexure A or on the IRDAI website [www.irdai.gov.in](http://www.irdai.gov.in) or on Council of Insurance Ombudsmen website at [www.cioins.co.in](http://www.cioins.co.in) if the grievance pertains to:

- i. delay in settlement of claims, beyond the time specified by Us
- ii. any partial or total repudiation of claims by the life insurer, general insurer or the health insurer;
- iii. disputes over Premium paid or payable in terms of insurance Policy;
- iv. misrepresentation of Policy terms and conditions at any time in the Policy Document or Policy contract;
- v. legal construction of insurance policies insofar as the dispute relates to claim;
- vi. Policy servicing related grievances against insurers and their agents and intermediaries;
- vii. issuance of life insurance Policy, which is not in conformity with the proposal form submitted by You;
- viii. non-issuance of any insurance document after receipt of the Premium
- ix. any other matter resulting from non-observance or non-adherence to the provisions of any regulations made by the IRDAI with regard to protection of policyholders' interests or otherwise, or of any circulars, guidelines or instructions issued by IRDAI or of the terms and conditions of the Policy contract, in so far as they relate to issues mentioned in this para 1.3 above..

As per Rule 14 of the Insurance Ombudsman Rules, 2017, a complaint to the Insurance Ombudsman can be made only within a period of 1 (One) year after receipt of Our rejection of the representation or after receipt of Our decision which is not to Your satisfaction or if We fail to furnish reply after expiry of a period of one month from the date of receipt of the written representation of the complainant, provided the complaint is not on the same matter, for which any proceedings before any court, or consumer forum or arbitrator is pending.



### Annexure 1

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

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

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

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

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

### Annexure 2

#### **Section 39 - Nomination by Policyholder**

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

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

10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of them
 the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Act, 1938 as amended from time to time, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

### **Annexure 3**

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

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

1. The 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 there of 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 the Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policy
 Such conditional assignee will not be entitled to obtain a loan on policy or Surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment

- b. may institute any proceedings in relation to the policy and
  - c. obtain loan under the policy, if applicable 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 a simplified version prepared for general information. Policy Holders are advised to refer to the Insurance Act 1938 as amended from time to time for complete and accurate details.]***

**Annexure A: List of Insurance Ombudsman**

- AHMEDABAD** - Office of the Insurance Ombudsman, 6<sup>th</sup> Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad-380 001. Tel.:- 079-25501201/02/05/06 Email: [bimalokpal.ahmedabad@cioins.co.in](mailto:bimalokpal.ahmedabad@cioins.co.in). (State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.)
- BENGALURU** - Office of the Insurance Ombudsman, Jeevan Soudha Bldg., PID No. 57-27-N-19, Ground Floor, 19/19, 24<sup>th</sup> Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080-26652049/26652048 Email: [bimalokpal.bengaluru@cioins.co.in](mailto:bimalokpal.bengaluru@cioins.co.in). (State of Karnataka)
- BHOPAL**- Office of the Insurance Ombudsman, , 1<sup>st</sup> Floor, Jeevan Shikha, 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal-462 011. Tel.:- 0755-2769201/2769202 Email: [bimalokpal.bhopal@cioins.co.in](mailto:bimalokpal.bhopal@cioins.co.in) (States of Madhya Pradesh and Chhattisgarh.)
- BHUBANESHWAR** - Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar - 751 009. Tel.:- 0674-2596461/2596455 Email: [bimalokpal.bhubaneswar@cioins.co.in](mailto:bimalokpal.bhubaneswar@cioins.co.in) (State of Odisha.)
- CHANDIGARH** - Office of the Insurance Ombudsman, S.C.O. No. 20-27, Ground Floor, Jeevan Deep Building, Sector 17-A, Chandigarh-160017. Tel.:- 0172 - 4646394/2706468 Email: [bimalokpal.chandigarh@cioins.co.in](mailto:bimalokpal.chandigarh@cioins.co.in) [States of Punjab, Haryana (excluding 4 districts viz, Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh]
- CHENNAI**- Office of the Insurance Ombudsman, Fatima Akhtar Court, 4<sup>th</sup> Floor, 453, Anna Salai, Teynampet, Chennai-600 018. Tel.:- 044-24333668 / 24333678 Email: [bimalokpal.chennai@cioins.co.in](mailto:bimalokpal.chennai@cioins.co.in) [State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).]
- DELHI**- Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110 002. Tel.:- Tel.:- 011 – 23237539 Email: [bimalokpal.delhi@cioins.co.in](mailto:bimalokpal.delhi@cioins.co.in) (State of Delhi, 4 districts of Haryana viz, Gurugram, Faridabad, Sonapat and Bahadurgarh)
- KOCHI**- Office of the Insurance Ombudsman, 10<sup>th</sup> Floor, Jeevan Prakash, LIC Building, Opp to Maharaja’s College Ground, M.G. Road, Kochi 682011. Tel : 0484-2358759 Email: [bimalokpal.ernakulam@cioins.co.in](mailto:bimalokpal.ernakulam@cioins.co.in) (State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Puducherry.)
- GUWAHATI** - Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5<sup>th</sup> Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati-781 001(ASSAM) Tel.:- 0361-2632204/2602205 Email: [bimalokpal.guwahati@cioins.co.in](mailto:bimalokpal.guwahati@cioins.co.in) (States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.)
- HYDERABAD** - Office of the Insurance Ombudsman, 6-2-46, 1<sup>st</sup> Floor, “Moin Court”, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel : 040-23312122 Email: [bimalokpal.hyderabad@cioins.co.in](mailto:bimalokpal.hyderabad@cioins.co.in) (State of Andhra Pradesh, Telangana and Yanam and part of the Union Territory of Puducherry.)
- JAIPUR**- Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II Bldg, Bhawani Singh Marg, Jaipur – 302005 Tel : 0141-2740363/ 2740798 Email: [bimalokpal.jaipur@cioins.co.in](mailto:bimalokpal.jaipur@cioins.co.in) (State of Rajasthan)
- KOLKATA** - Office of the Insurance Ombudsman, Hindustan Building. Annexe, 7<sup>th</sup> Floor, 4, C.R. Avenue, Kolkata-700 072. Tel : 033-22124339/22124341 Email: [bimalokpal.kolkata@cioins.co.in](mailto:bimalokpal.kolkata@cioins.co.in) (States of West Bengal, Sikkim, and Union Territories of Andaman and Nicobar Islands.)
- LUCKNOW**- Office of the Insurance Ombudsman, 6<sup>th</sup> Floor, Jeevan Bhawan, Phase-2, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.: 0522 - 4002082 / 3500613 Email: [bimalokpal.lucknow@cioins.co.in](mailto:bimalokpal.lucknow@cioins.co.in) (Following Districts 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, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.)
- MUMBAI** - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai 400054. Tel : 022- 69038800/27/29/31/32/33 Email: [bimalokpal.mumbai@cioins.co.in](mailto:bimalokpal.mumbai@cioins.co.in) (State of Goa and Mumbai Metropolitan Region excluding areas of Navi Mumbai and Thane)
- NOIDA** - Office of the Insurance Ombudsman, 4<sup>th</sup> Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, U.P. - 201301. Tel: 0120-2514252/2514253 Email: [bimalokpal.noida@cioins.co.in](mailto:bimalokpal.noida@cioins.co.in) (State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.)
- PATNA** - Office of the Insurance Ombudsman, 2<sup>nd</sup> floor, Lalit Bhawan, Bailey Road, Patna - 800001 Tel No: 0612-2547068, Email id : [bimalokpal.patna@cioins.co.in](mailto:bimalokpal.patna@cioins.co.in) (State of Bihar, Jharkhand.)
- PUNE** - Office of the Insurance Ombudsman, 3<sup>rd</sup> Floor, Jeevan Darshan Bldg, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411030. Tel.: 020-24471175 Email: [bimalokpal.pune@cioins.co.in](mailto:bimalokpal.pune@cioins.co.in) (State of Maharashtra including Navi Mumbai and Thane and excluding Mumbai Metropolitan Region.)