# PART A

#### <u> FORWARDING LETTER (WITH FREE LOOK CLAUSE)</u>

| FORWARDING LETTER (WITH FREE LOOK CLAUSE)  |
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| <name of="" policyholder="" the=""></name>   |
| <address></address>  |
| Policy No.: <>   |
| Telephone: <>  |
| Email ID: <>   |
| Dear Mr/Ms. <name customer="" of="" the="">,</name>  |
| Thank You for opting Max Life Super Term Plan.   |
| The enclosed Policy documents explain all the features, benefits and terms of Your Policy in a simple manner.  |
| On examination of the Policy, if You notice any mistake or error, please contact Our customer helpdesk or Your agen  |
| immediately on address as mentioned below and return the Policy to Us for rectifying the same.   |
| You have a period of 15 (Fifteen) days (30 (Thirty) days if Your Policy has been sourced through distance marketing  |
| modes) from the date of receipt of the Policy to review the terms and conditions of the Policy. If You disagree to any o   |
| the terms or conditions of the Policy, You have the option to return the original Policy document to Us, by stating the objections/reasons for such disagreement. Upon return, this Policy will terminate forthwith and all rights, benefits and |
| interests under the Policy will cease immediately. We will only refund the Premiums received by Us, after deducting  |
| the proportionate risk premium for the period of cover, charges of stamp duty paid and the expenses incurred or  |
| medical examination of the Life Insured, if any.   |
| We will be delighted to offer You any further assistance or clarification You may require about Your Policy. Please  |
| feel free to get in touch with Us for any Policy related or claim related services through the below mentioned contact   |
| details.   |
| Yours Sincerely,   |
| Max Life Insurance Company Limited   |
| <name></name>  |
| CEO & Managing Director  |
|  |

| AGENT NAME: |  |
|-------------|--|
| PH.NO.:     |  |
| ADDRESS:    |  |

Max Life Insurance Company Limited.

Plot No. 90A, Sector 18, Gurgaon, 122015, Haryana, India

Phone: 4219090 Fax: 4159397 (From Delhi and Other cities: 0124) Customer Helpline: 1800 200 5577

Regd Office: Max House, 3<sup>rd</sup> Floor, 1 Dr. Jha Marg, Okhla, New Delhi 110 020, India

Visit Us at: www.maxlifeinsurance.com E-mail: service.helpdesk@maxlifeinsurance.com

Registration No: 104 Corporate Identity Number: U74899DL2000PLC106723IRDA

#### **POLICY PREAMBLE**

#### MAX LIFE INSURANCE COMPANY LIMITED

Regd. Office: Max House, 1, Dr. Jha Marg, Okhla, New Delhi –110020

## Max Life Super Term Plan

A Non-Linked Non-Participating Regular Pay Term Insurance Plan

UIN [104N086V01]

Max Life Insurance Company Limited has entered into 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 below.

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.

Signed by and on behalf of

**Max Life Insurance Company Limited** 

Chairman

# POLICY SCHEDULE

**Policy** – Max Life Super Term Plan **Type of Policy** – Non Linked Non Participating Regular Pay Term Insurance

Plan

**UIN** – 104N086V01 **Office** –

| Policy No./ Proposal No.:        | Client ID:                                 |
|----------------------------------|--|
| Date of Proposal:                |  |
| Policyholder/Proposer:           | Age Admitted: Yes/No                       |
| PAN:                             | Gender:                                    |
| Identification Source & I.D No.: | Tel No./Mobile No.:                        |
| Relationship with Life Insured:  | Email:                                     |
| Date of Birth:                   |  |
| Address:                         |  |
| Life Insured:                    | Age Admitted: Yes/No                       |
| Identification Source & ID No.:  | Gender:                                    |
| Date of Birth:                   | Underwriting Category: Smoker / Non Smoker |
| Age:                             |  |
| Nominee(s):                      | Appointee (if Nominee is minor):           |
| Date of Birth:                   |  |
| Date of Commencement:            | Premium Payment mode:                      |
| Premium Payment Method:          | Bill Draw Date:                            |
|                                  | Bank Account Number:                       |
| Agent's name/Broker's name:      | Agent's code/Broker's code:                |
| Email:                           | Agent's/Broker's License No.:              |
| Address:                         | Mobile/Landline Telephone Number:          |

| Lis<br>t of<br>cov<br>era<br>ge | Mat<br>urity<br>Date | Insu<br>red<br>Even<br>t            | Sum<br>Assu<br>red<br>as on<br>Effec<br>tive<br>Date<br>(INR | Optio<br>n<br>Chose<br>n                    | Policy<br>Term | Premium<br>Payment<br>Term | Annual<br>Premium<br>A<br>(INR) | Extra<br>Premiu<br>m<br>B<br>(INR) | Annualised<br>Premium  C (A+B) (INR) | Service Tax and any other taxes, cesses & levies  D (INR) | Modal<br>Factor<br>E   | Premium along with taxes payable as per premium payment mode selected  G [(C+D)XE] (INR) | Due Date when Premium is payable/ Date when the Last Premium is payable |
|---------------------------------|----------------------|-------------------------------------|--|---|----------------|----------------------------|---------------------------------|------------------------------------|--------------------------------------|---|--|--|---|
| Ba<br>se<br>pol<br>icy          | Dd/<br>mm/<br>yy     | Deat<br>h of<br>Life<br>Insur<br>ed |  | Level Sum Assure d/Incre asing Sum Assure d |                |                            |                                 |                                    |                                      |   | Annual - 1.00/ Semi- annual - 0.52/ Quarterl y - 0.265/ Monthly - 0.09 |  |   |

#### PART B

## **DEFINITIONS**

The words and phrases listed below will have the meanings attributed to them wherever they appear in the Policy unless the context otherwise requires:

- 1. "Act" means Insurance Act, 1938 and includes any amendment to the same;
- 2. "Age" means Life Insured's age on last birthday as on the Date of Commencement or on the previous Policy Anniversary, as the case may be;
- 3. "Annual Premium" means an amount specified in the Schedule, which is payable under annual premium payment mode, excluding Extra Premium, if any, and excluding service tax or any other taxes, cesses or levies, if any;
- 4. "Annualised Premium" means the sum total of Annual Premium and Extra Premium, if any, as specified in the Schedule;
- 5. "Claimant" means You (if You are not the Life Insured) or the nominee or the assignee or the legal representatives who have obtained representation to Your estate from a competent court, if You or the nominee are not alive at the time of claim or other person(s) as directed by a competent court;
- 6. "Date of Commencement" means the date as specified in the Schedule, on which the insurance coverage under the Policy commences;
- 7. "Extra Premium" means an additional amount mentioned in the Schedule and charged by Us, as per Our board approved underwriting policy, which is determined on the basis of disclosures made by You in the Proposal Form or any other information received by Us including medical examination report of the Life Insured;
- 8. **"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 circumstances beyond Our control;
- 9. "Increasing Sum Assured" means the sum assured specified in the Schedule, which increases by 5 % per annum (at simple rate) on each Policy Anniversary till the end of Policy Term or Policy Anniversary which is prior to or coincides with the date of death of the Life Insured;
- 10. "**IRDA**" means the Insurance Regulatory and Development Authority;
- 11. "Level Sum Assured" means the sum assured specified in the Schedule, which remains fixed throughout the Policy Term;

- 12. **"Life Insured"** means the person named in the Schedule, on whose life the Policy is effected;
- 13. "Maturity Date" means the date specified in the Schedule, on which the Policy Term expires;
- 14. "**Modal Factor**" means the applicable factor specified in the Schedule, which is used to determine the Premium, and will be as follows: i) for annual Premium payment mode (1.00); ii) for semi-annual Premium payment mode (0.52); iii) for quarterly Premium payment mode (0.265); iv) for monthly Premium payment mode (0.09);
- 15. "**Payout Period**" means a period of 10 (Ten) years commencing from the Policy Anniversary following the date of death of the Life Insured;
- 16. "Policy" means this document, the Proposal Form, the Schedule and any additional information/document(s) 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;
- 17. "Policy Anniversary" means the annual anniversary of the Date of Commencement;
- 18. **"Policy Term"** means the term of this Policy as specified in the Schedule;
- 19. "**Policy Year**" means a period of 12 (Twelve) months commencing from the Date of Commencement and every Policy Anniversary thereafter;
- 20. **"Premium"** means an amount specified in the Schedule, payable by You, by the due dates to secure the benefits under the Policy, excluding service tax or any other taxes, cesses or levies, if any;
- 21. "**Premium Payment Term**" means the term specified in the Schedule, during which the Premiums are payable by You;
- 22. **"Proposal Form**" means the form filled in and completed by You for the purpose of obtaining insurance coverage under the Policy;
- 23. "Reduced Paid Up Mode" means the Policy with reduced paid up benefits as specified under Section 2.2 of Part C;
- 24. "Revival Period" means a period of 2 (Two) years from the due date of the first unpaid Premium;
- 25. "Schedule" means the policy schedule and any endorsements attached to and forming part of the Policy and if any updated Schedule is issued, then, the Schedule latest in time;
- 26. "Sum Assured" means the Level Sum Assured or the Increasing Sum Assured as chosen by You in the Proposal Form, which is payable on the death of the Life Insured;
- 27. "We", "Us" or "Our" means Max Life Insurance Company Limited; and

| 28. | "You" or "Your" means the policyholder as named in the Schedule. |
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#### PART C

#### POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT

#### 1. ELIGIBILITY

- 1.1 The Policy has been written on a single life basis.
- 1.2 The minimum Age of the Life Insured on the Date of Commencement should be 18 (Eighteen) years.
- 1.3 The maximum Age of the Life Insured on the Date of Commencement cannot exceed 65 (Sixty Five) years.
- 1.4 The maximum Age of the Life Insured on the Maturity Date cannot exceed 75 (Seventy Five) years.

#### 2. BENEFITS

#### 2.1 **Death Benefit**

If the Policy is in force and is in not under Reduced Paid Up Mode, then, upon death of the Life Insured during the Policy Term and on approval of the claim, We will pay Guaranteed Death Benefit to the Claimant, depending upon the death benefit option chosen by him.

"Guaranteed Death Benefit" shall mean an amount which will be highest of the following:

- a) 10 (Ten) times the Annualised Premium;
- b) 105 % of all Premiums received from You till the date of death of the Life Insured;
- c) Guaranteed Maturity Sum Assured which is zero under this Policy; or
- d) Sum Assured.

## 2.1.1 Death Benefit Option 1 – Lump-sum Guaranteed Death Benefit

If the Claimant chooses option 1, We will pay 100 % of the Guaranteed Death Benefit.

#### 2.1.2 Death Benefit Option 2 – Partial Guaranteed Death Benefit Plus Increasing Monthly Income

If the Claimant chooses option 2, We will pay:

- a) 50 % of the Guaranteed Death Benefit in lump sum; and
- b) a monthly income during the Payout Period payable in the following manner:
- i. During the first year of the Payout Period, a level monthly income of 0.42 % of the Guaranteed Death Benefit; and
- ii. From the second year of the Payout Period till the end of the Payout Period, the monthly income

will increase every year by an amount which will be equal to 8.5 % per annum (at simple rate) of the first year monthly income.

This monthly income will be payable during the Payout Period, on the dates specified by Us in writing. The Claimant may at any time during the Payout Period choose to receive the remaining monthly incomes in lump sum, by submitting a written request to Us. On receipt of such request, We will pay present value of all future monthly incomes discounted at the rate of 6.5 % per annum.

#### 2.2 Reduced Insurance Cover Benefit

If the Policy Term is greater than or equal to 16 (Sixteen) years and if You have paid Premiums for at least 15 (Fifteen) consecutive Policy Years from the Date of Commencement, then, in the event of non-payment of the future due Premiums, the Policy will not lapse and will continue under Reduced Paid Up Mode.

If the Policy is under the Reduced Paid Up Mode, then, upon death of the Life Insured during the Policy Term and on approval of the claim, We will pay one of the following benefits to the Claimant, depending upon the death benefit option chosen by him.

"Reduced Insurance Cover Benefit" shall mean an amount equal to [{(Policy Year of discontinuance of Premium -1) / Policy Term} -0.25] (multiplied by) Guaranteed Death Benefit as applicable for the Policy Year previous to the Policy Year of discontinuance of Premium.

#### 2.2.1 Death Benefit Option 1 – Lump-sum Reduced Insurance Cover Benefit

If the Claimant chooses option 1, We will pay 100 % of the Reduced Insurance Cover Benefit in lump sum.

# 2.2.2 Death Benefit Option 2 – Partial Reduced Insurance Cover Benefit Plus Increasing Monthly Income

If the Claimant chooses option 2, We will pay:

- a) 50 % of the Reduced Insurance Cover Benefit in lump sum; and
- b) a monthly income during the Payout Period payable in the following manner:
- i. During the first year of the Payout Period, a level monthly income of 0.42 % of the Reduced Insurance Cover Benefit: and
- ii. From the second year of the Payout Period till the end of the Payout Period, the monthly income will increase every year by an amount which will be equal to 8.5 % per annum (at simple rate) of

the first year monthly income.

This monthly income will be payable during the Payout Period, on the dates as specified by Us in writing. The Claimant may at any time during the Payout Period choose to receive the remaining monthly incomes in lump sum, by submitting a written request to Us. On receipt of such request, We will pay present value of all future monthly incomes discounted at the rate of 6.5 % per annum.

For a Policy under Reduced Paid Up Mode, even if You had chosen "Increasing Sum Assured" option, the Reduced Insurance Cover Benefit will remain constant and will not increase till the Policy is revived.

#### 2.3 Maturity or Survival Benefit

The Policy does not acquire any maturity value or survival benefit and therefore no amount is payable on the Maturity Date.

#### 3. PREMIUM

- 3.1 You can pay the Premiums annually, semi-annually, quarterly or monthly as per the Premium payment mode chosen by You.
- 3.2 You have an option to change the Premium payment mode by submitting a written request to Us. Any change in the Premium payment mode will result in a change in the Premium amount basis the applicable Modal Factors. A change in Premium payment mode will be effective only on the Policy Anniversary following the receipt of such request.
- 3.3 You can pay Premiums at any of Our offices or through Our website www.maxlifeinsurance.com or by any other means, as informed by Us. Any Premium paid by You will be deemed to have been received by Us only after the same has been realized and credited to Our bank account.
- 3.4 The Premium payment receipt will be issued in Your name, which will be subject to realization of cheque or any other instrument/medium.

## 4. LAPSATION OF POLICY

4.1. If during the first 15 (Fifteen) Policy Years from the Date of Commencement, if the Premium is not received by the end of the grace period, the Policy will lapse and no benefits under the Policy will be payable.

#### PART D

## **POLICY SERVICING CONDITIONS**

#### 1. SURRENDER

1.1 The Policy does not acquire surrender value throughout the Policy Term and therefore, there is no amount payable to You upon surrender of the Policy.

#### 2. LOANS

2.1. You are not entitled to any loans under this Policy.

#### 3. REVIVAL OF POLICY

- 3.1 A lapsed Policy or a Policy under Reduced Paid Up Mode can be revived at Our discretion, within the Revival Period:
  - i. on receipt of Your written request to revive the Policy by Us;
  - ii. if You produce an evidence of insurability of Life Insured at Your own cost which is acceptable to Us; and
  - iii. on payment of all overdue Premiums (along with the service tax or any other taxes, cesses or levies, if any) to Us with late fee and/or interest at such rate as may be determined by Us from time to time.
- 3.2 The revival of the lapsed Policy or a Policy under Reduced Paid Up Mode will take effect only after We have approved the same in accordance with Our board approved underwriting policy and communicated Our decision to You in writing. All the benefits under the Policy will be restored upon such revival without interest.
- 3.3 If a lapsed Policy is not revived within the Revival Period, this Policy will terminate without value, on the expiry of the Revival Period.
- 3.4 If a Policy under Reduced Paid Up Mode is not revived within the Revival Period then, it will continue to be under Reduced Paid Up Mode for the remaining part of the Policy Term.
- 3.5 The Policy cannot be revived beyond the Policy Term.

#### 4. PAYMENT OF BENEFITS

- 4.1 The benefits under this Policy will be payable only on submission of satisfactory proof of the Life Insured's death to Us. The benefits under this Policy will be payable to the Claimant.
- 4.2 Once the benefits under this Policy are paid to the Claimant, the same will constitute a valid discharge of Our liability under this Policy.

#### 5 TERMINATION OF POLICY

- 5.1 This Policy will terminate upon the happening of any of the following events:
  - 5.1.1 on the date on which We receive free look cancellation request;
  - 5.1.2 if the Claimant has chosen option 1, upon payment of the Guaranteed Death Benefit or Reduced Insurance Cover Benefit to the Claimant;
  - 5.1.3 if the Claimant has chosen option 2, upon payment of the partial Guaranteed Death Benefit or partial Reduced Insurance Cover Benefit to the Claimant. However, the Claimant will have the right to receive the monthly incomes in accordance with the terms of the Policy;
  - 5.1.4 the date of intimation of repudiation of the death benefit claim by Us in accordance with the provisions of this Policy;
  - 5.1.5 on the expiry of the Revival Period, if the lapsed Policy has not been revived;
  - 5.1.6 on the date of surrender of this Policy unless the Policy is under Reduced Paid Up Mode; or
  - 5.1.7 on the Maturity Date.

#### 6. UPON DEATH OF POLICYHOLDER AND CHANGE IN POLICYHOLDER

- 6.1 If You and the Life Insured are different then, upon Your death, no benefits will become payable under this Policy. Your legal heirs may continue to avail the benefits under this Policy, by paying the due Premium(s), by submitting the requisite documents as specified and subject to other conditions prescribed by Us from time to time.
- 6.2 You may request Us to make the Life Insured, the Policyholder under the Policy by giving Us prior written notice provided that the Life Insured will not become the Policyholder unless the Life Insured meets all our eligibility criteria in accordance with Our guidelines and policies and We have issued a written endorsement under the Policy confirming the change in Policyholder.
- 6.3 From the date of Our written endorsement confirming the Life Insured as the policyholder, You will automatically cease to have any rights, benefits or obligations under the Policy and all rights, benefits and obligations will vest entirely with the Life Insured.

#### 7. SUICIDE EXCLUSION

7.1 Notwithstanding anything stated herein, if the Life Insured commits suicide, whether sane or insane, within 12 (Twelve) months from the Date of Commencement or from the date of revival of the Policy, all risks and benefits under the Policy will cease and no benefits will be payable. In such an event, We will only refund the Premiums (excluding rider premiums, if any) received by Us, to the Claimant.

## **PART E**

# **POLICY CHARGES**

# APPLICABLE FEES/ CHARGES UNDER THE POLICY

This Policy is a non-linked non-participating regular pay term insurance plan and therefore, Part E is not applicable to this Policy.

#### PART F

## **GENERAL TERMS AND CONDITIONS**

#### 1. TAXES

- 1.1. All Premiums are subject to applicable taxes, cesses, levies including service tax and education cess which will entirely be borne by You and will always be paid by You along with the payment of Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under the 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 the Policy.
- 1.2. Tax benefits and liabilities under the Policy are subject to prevailing tax laws. Tax laws and the benefits arising there under are subject to change. You are advised to seek an opinion of Your tax advisor in relation to applicable tax benefits and liabilities.

#### 2. GRACE PERIOD

- 2.1. We will allow a grace period of 15 (Fifteen) days from the due date of the unpaid Premium for monthly Premium payment mode and 30 (Thirty) days from the due date of unpaid Premium for all other Premium payment modes, for paying the overdue Premium. During the grace period, We will accept the overdue Premium without any interest.
- 2.2. During the grace period, if the overdue Premium is not paid and the Life Insured dies, then, We will pay the death benefit after deducting the said overdue Premium

#### 3. CLAIM PROCEDURE

- 3.1 For processing a claim request under this Policy, We will require all of the following documents:
  - 3.1.1 Claimant's statement in the prescribed form;
  - 3.1.2 original Policy document;
  - 3.1.3 a copy of police complaint/ first information report (only in the case of death by accident of the Life Insured);
  - 3.1.4 a copy of duly certified post mortem report (only in the case of death by accident of the Life Insured);
  - 3.1.5 death certificate issued by the local/municipal authority (only in the case of death of the Life Insured);
  - 3.1.6 identity proof of the Claimant including Nominee(s) bearing their photographs and signatures (only in the case of the death of the Life Insured); and
  - 3.1.7 any other documents or information required by Us for assessing and approving the claim request.
- 3.2 A Claimant can download the claim request documents from Our website <a href="www.maxlifeinsurance.com">www.maxlifeinsurance.com</a> or can obtain the same from any of Our branches and offices.

- 3.3 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 this Policy subject to Our satisfaction:
  - 3.3.1 that the benefits have become payable as per the terms and conditions of this Policy; and
  - 3.3.2 of the bonafides and credentials of the Claimant.
- 3.4 Subject to Our sole 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 set out in Section 3.1 of Part F.

#### 4. DECLARATION OF THE CORRECT AGE

- 4.1. 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:
  - 4.1.1 revise the Premium 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; or
  - 4.1.2 cancel the Policy by paying the surrender value, if any, subject to Section 45 of the Act, if the correct Age and/or gender of the Life Insured would have made him ineligible to be covered under the Policy on the Date of Commencement.

## 5. FULL DISCLOSURE, INCONTESTABILITY AND FRAUD

- 5.1. This Policy has been underwritten and issued by Us based on the representations and information provided by You in/with the Proposal Form. In case of any concealment, non-disclosure, fraud or misrepresentation, We reserve the right to cancel the Policy by paying the surrender value, if any, subject to such concealment, non-disclosure, fraud or misrepresentation being established by Us in accordance with Section 45 of the Act.
- 5.2. We also draw Your attention to Section 45 of the Act which states as follows:

"No policy of life insurance effected after the expiry of two years from the date on which it was effected be called in question by an insurer on the ground that a statement made in the proposal form for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policyholder and that the policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal."

5.3. If the Claimant or anyone acting on Your behalf or with Your knowledge makes or advances any claim knowing it to be false or fraudulent in any way, then, We will cancel the Policy by paying the surrender value, if any, subject to such fraud being established by Us in accordance with Section 45 of the Act.

#### 6. NOMINATION

- 6.1. The person named by You in the Proposal Form or the person nominated and registered with Us at a later date in accordance with Section 39 of the Act, will be the nominee to whom the death benefit will be paid under the Policy.
- 6.2. You may change the nominee at any time during the Policy Term by informing Us in writing and registering the same with Us. We will record the change in nominee and appointee details by making an endorsement to the Schedule.
- 6.3. If a nominee is a minor, You will also inform us the name and relationship of an appointee to receive the death benefit if the Life Insured dies before the nominee attains majority.
- 6.4. We will not accept any changes in the nomination if the Policy has been effected under Section 6 of the Married Women's Property Act, 1874.
- 6.5. We do not express any opinion on the validity or legality of any nomination, change in nomination or appointment of any appointee.

#### 7. ASSIGNMENT

- 7.1. You may assign the Policy in accordance with Section 38 of the Act by giving Us a written notice of the assignment.
- 7.2. We will record the assignment and the assignee details, by making an endorsement to the Schedule.
- 7.3. We will not accept or record an assignment if the Policy has been effected under Section 6 of the Married Women's Property Act, 1874.
- 7.4. An absolute assignment will automatically cancel all nominations except any assignment made in Our favour.
- 7.5. Once the assignment has been accepted and recorded by Us, the assignee will be eligible to receive all the benefits under the Policy.
- 7.6. We do not express any opinion on the validity or legality of any assignment.

#### 8. POLICY CURRENCY

8.1 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.

#### 9. ELECTRONIC TRANSACTIONS

9.1. You will comply with all the terms and conditions with respect to all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centre, tele-service operations or by other means of telecommunication established by Us or on Our behalf, for and in respect of the Policy or services, which will constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities.

## 10. DUPLICATE POLICY

10.1 In case of loss of this Policy document, You may contact our nearest branch office to know the requirements for issuance of a duplicate Policy document.

#### 11. AMENDMENT

11.1. No amendments to the Policy will be effective, unless such amendments are expressly approved in writing by Us.

#### 12. ADMINISTRATIVE AND JUDICIAL INTERVENTION

12.1. If any administrative or judicial body imposes any condition on the Policy for any reason, We are bound to follow the same which may include suspension of all benefits and obligations under the Policy.

#### 13. FORCE MAJEURE

13.1. The performance of the Policy may be wholly or partially suspended during the continuance of the Force Majeure Event under an intimation to or approval of the IRDA. We will resume Our obligations under the Policy after the Force Majeure Event cease to exist.

#### 14. COMMUNICATION AND NOTICES

- 14.1. All notices meant for Us should be in writing and delivered to Our address as mentioned in Part G or such other address as We may notify from time to time. You should mention the correct Policy number in all communications including communications with respect to Premium remittances made by You.
- 14.2. All notices meant for You will be in writing and will be sent by Us to Your address as shown in the Schedule or as communicated by You and registered by Us. We may send You notices by post, courier, hand delivery, fax or e-mail/electronic mode or by any other means as determined by Us. If You change Your address, or if

the address of the nominee changes, You must notify Us immediately.

14.3. For any updates, please visit Our website www.maxlifeinsurance.com.

## 15. GOVERNING LAW AND JURISDICTION

15.1. The Policy will be governed by and enforced in accordance with the laws of India. The competent courts in India will have exclusive jurisdiction in all matters and causes arising out of the Policy.

#### **GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS**

#### 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:

Max Life Insurance Company Limited

Plot 90A, Sector 18, Gurgaon, 122015, Haryana, India

Toll Free No. – 1800 200 5577

Email: service.helpdesk@maxlifeinsurance.com

- 1.2 In case Our response is not satisfactory or there is no response within 14 (Fourteen) days:
  - 1.2.1 a written complaint signed by the complainant or his legal heirs, with full details of the complaint and the complainant's contact information may be made to the following official for resolution:

Head Operations and Customer Services,

Max Life Insurance Company Limited

Plot No. 90A, Sector 18, Gurgaon, 122015, Haryana, India

Toll Free No. – 1800 200 5577

Email: manager.services@maxlifeinsurance.com;

- 1.2.2 the complainant or his legal heirs may approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDA at the Toll Free Number 155255 (or) 1800 4254 732 or send an e-mail to complaints@irda.gov.in or use the Integrated Grievance Management System, a grievance redress monitoring tool of IRDA and register the complaint at <a href="www.igms.irda.gov.in">www.igms.irda.gov.in</a>.
- 1.3 In case You are not satisfied with the redressal or there is no response within a period of 1 (One) month, the complainant or his legal heirs may approach Insurance Ombudsman at the address mentioned in Annexure A or at the IRDA website www.irda.gov.in, if the grievance pertains to:
  - 1.3.1 any partial or total repudiation of claim by Us;
  - 1.3.2 any dispute on the legal construction of the Policy in so far as such disputes relate to claim;
  - 1.3.3 delay in settlement of claim;
  - 1.3.4 any dispute with regard to the Premium paid or payable in terms of the Policy; or
  - 1.3.5 non issuance of any insurance document to customers after receipt of the Premium.
- 1.4 As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, a complaint to the Insurance Ombudsman can be made only within a period of 1 (One) year after Our rejection of the representation or the date of Our final reply on the 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 A

# List of Insurance Ombudsman

| CONTACT DETAILS  | JURISDICTION   |
|--|--|
| AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:-ins.omb@rediffmail.com                      | State of Gujarat and<br>Union Territories of<br>Dadra & Nagar Haveli<br>and Daman and Diu.   |
| BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011.Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:-bimalokpalbhopal@gmail.com                                     | States of Madhya<br>Pradesh and<br>Chattisgarh.  |
| BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:-ioobbsr@dataone.in  | State of Orissa.   |
| CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:-ombchd@yahoo.co.in                            | States of Punjab,<br>Haryana, Himachal<br>Pradesh, Jammu &<br>Kashmir and Union<br>territory of Chandigarh.                                  |
| CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, Chennai – 600 018. Tel.:- 044-24333678/664/668 Fax:- 044-24333664 Email:-chennaiinsuranceombudsman@gmail.com                  | State of Tamil Nadu<br>and Union Territories -<br>Pondicherry Town and<br>Karaikal (which are<br>part of Union Territory<br>of Pondicherry). |
| <b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011- 23239611/7539/7532 Fax:- 011-23230858 Email:-iobdelraj@rediffmail.com                                     | States of Delhi and<br>Rajasthan.  |
| GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(Assam). Tel.:- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- ombudsmanghy@rediffmail.com              | States of Assam,<br>Meghalaya, Manipur,<br>Mizoram, Arunachal<br>Pradesh, Nagaland and<br>Tripura.   |
| HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-23325325/23312122 Fax:- 040-23376599 Email:-insombudhyd@gmail.com | States of Andhra<br>Pradesh, Karnataka and<br>Union Territory of<br>Yanam - a part of the<br>Union Territory of<br>Pondicherry.              |
| КОСНІ  | State of Kerala and  |

| Office of the Insurance Ombudsman,<br>2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015. Tel.:- 0484-2358734/759/9338 Fax:- 0484-2359336<br>Email:- iokochi@asianetindia.com | Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.                             |
|---|---|
| KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, Kolkata - 700 072. TEL: 033-22124346/22124339 Fax: 033-22124341 Email:-insombudsmankolkata@gmail.com                          | States of West Bengal,<br>Bihar, Sikkim,<br>Jharkhand and Union<br>Territories of Andaman<br>and Nicobar Islands. |
| LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2201188/31330/1 Fax:- 0522-2231310 Email:-insombudsman@rediffmail.com           | States of Uttar Pradesh and Uttaranchal.  |
| MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.:- 022-26106928/360/6552/6960 Fax:- 022- 26106052 Email:- ombudsmanmumbai@gmail.com                | States of Maharashtra and Goa.  |