

Policy Document- Reliance Nippon Life Term Plan

A non-linked, non-participating, term insurance plan

Policy Terms and Conditions and Privileges within referred to

This Policy is the evidence of the contract between Reliance Nippon Life Insurance Company Limited ('the Company') and the Policyholder referred to below.

Reliance Nippon Life Insurance Company Limited (hereinafter called "RNLIC") agrees to pay the benefits, as stipulated in the Policy Schedule to the Claimant on the basis of the statements, proposal, declarations and premium along with taxes as applicable from the Policyholder on the assurance that the Policyholder has agreed to all the Policy terms and conditions referred to in the Reliance Nippon Life Term Plan (UIN: 121N005V04) Policy Document. The Benefits shall be paid only when the same are payable as per the stipulations in the Policy Document. The Claimant/ Nominee needs to submit satisfactory proof of title and other applicable documents pertaining to the Policy at the RNLICoffice for claiming the benefit.

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

Policy Schedule – Reliance Nippon Life Term Plan

THIS POLICY SCHEDULE MUST BE READ WITH THE ACCOMPANYING POLICY DOCUMENT AND IS PART OF THE LIFE INSURANCE CONTRACT

Reliance Nippon Life Insurance Company Limited will pay or provide the benefits specified in the Policy Document in the events and circumstances described there-in but subject to the terms and conditions of this contract.

Personal Details				
Name of Policyholder: « »		Name of Life Assured: « »		
Address of Policyholder: « »		Client ID of Life Assured: « »		
Client ID of Policyholder: « »		Date of Birth of Life Assured: « »		
Date of Birth of Policyholder: « »		Age at entry of Life Assured: « yrs »		
Age at entry of Policyholder: « yrs »		Age Admitted: «Y/N»		
Age Admitted: «Y/N»		Policy sourced by Distant Marketing: «Y/N»		
Contract Details				
Contract no : «Contract number»		Premium payment term : « yrs »		
Date of commencement of Policy : « »		Premium due on : « »		
Date of commencement of risk : « »		Mode of premium payment : « Yearly / Half Yearly / Quarterly »		
Policy maturity date : Not Applicable		Annualised premium (excl. GST) : Rs. « »		
Policy Term : « yrs »		Annualised premium (incl. GST) : Rs. « »		
		Total installment premium (incl. GST) : Rs « »		
Base Plan	Sum Assured (Rs)	Installment Premium (Rs)	Date of benefit expiry	Date of last premium payment
« »	« »	« »	« »	« »
Rider/s	Rider Sum Assured	Installment premium	Date of	Date of last

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	(Rs.)	(Rs.)	benefit expiry	premium payment
« »	« »	« »	« »	« »
« »	« »	« »	« »	« »
« »	« »	« »	« »	« »
« »	« »	« »	« »	« »
« »	« »	« »	« »	« »
« »	« »	« »	« »	« »

Benefits payable

Death Benefit Equal to the Sum Assured

Maturity Benefit On survival up to the end of Policy term, No amount is payable

Nominee Details (under Section 39 of the Insurance Act 1938) (If applicable)

Name:

Age: « yrs »

Relationship to the Life Assured:

Appointee Details (In case the Nominee is a minor)

Name:

Age: « yrs »

Special Provisions

«FUP_Code1» «FUP_Desc1»

«FUP_Code2» «FUP_Desc2»

«FUP_Code3» «FUP_Desc3»

«Benefit_Number»

Date of Policy Issuance:

Place:

Limited

Reliance Nippon Life Insurance Company

(Signature of Authorized Signatory)

UIN of RelianceNippon Life Term Plan: 121N005V04

On examination of the Policy, if you notice any mistake, please return the Policy to the Company immediately for correction.

Reliance Nippon Life Insurance Company Limited (Reg. No. 121)

Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai, Maharashtra - 400710, India

Corporate Office: Reliance Centre, Off Western Express Highway, Santacruz East, Mumbai - 400 055

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Plan description

This is a non-linked, non-participating, term insurance plan where the Policyholder pays premiums regularly throughout the Policy Term. On death of the Life Assured during the Policy Term, the Claimant shall receive the Death Benefit as chosen by the Policyholder at inception of the Policy. On survival up to the end of Policy term, no amount is payable.

Key Benefits:

This is a brief summary of the benefits payable under Reliance Nippon Life Term Plan. For detailed benefits, please refer to the Policy Terms and Conditions attached with this document.

Death Benefit	Equal to the Sum Assured
Maturity Benefit	There is no Maturity Benefit Payable under this plan

Key Product Conditions:

Parameters	Minimum	Maximum
Age at entry (Years)	21 (last birthday)	60 (last birthday)
Age at maturity (Years)	26 (last birthday)	65 (last birthday)
Policy Term (Years)	5	30
Premium Payment Term (Years)	Equal to Policy term	
Sum Assured (Rs.)	5,00,000	No limit
Premium payment mode	Yearly, Half-yearly or Quarterly mode	

Key Service Features:

Nomination	The Life Assured can make a nomination for the purpose of payment of benefits in the event of his death
Assignment	An assignment of the Policy can be made by an endorsement upon the Policy
Loans	Loan facility is not available under the Policy
Riders	<p>For the enhanced protection following riders can be purchased with this plan on payment of rider premiums</p> <ul style="list-style-type: none"> • Reliance Nippon Life Major Surgical Benefit Rider: (UIN: 121B014V02) • Reliance Nippon Life Critical Conditions (25) Rider: (UIN: 121B012V02) • Reliance Nippon Life Family Income Benefit Rider: (UIN: 121B015V02) • Reliance Nippon Life Accidental Death Benefit Rider: (UIN:121B032V01) • Reliance Nippon Life Accidental Death and Disability Rider: (UIN:121B 017V01) • Reliance Nippon Life Accidental Death and Disability Plus Rider: UIN:121B 016V01)
Premium payment mode	Regular premiums can be paid in Yearly, Half Yearly and Quarterly modes only

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Premium payment	Premium payment can be made by cash, cheque, debit/credit card, ECS, online payment, demand draft, Salary Deduction Scheme (SDS) and direct debit
Customer service number	1800 300 08181 or 022-30338181
Grievance Redressal Mechanism	Policyholder can contact the Company by sending an email. at rnlife.customerservice@relianceada.com or by writing to us at our Registered Office address: Reliance Nippon Life Insurance Company Limited, H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai, Maharashtra - 400710, India

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Terms and Conditions

1. Free look

In the event you disagree with any of the terms and conditions of the Policy, you may return the Policy to the Company within 15 days (applicable for all distribution channels, except for Distance Marketing* channel, which will have 30 days) of its receipt for cancellation, stating your objections, in which case, you shall be entitled to a refund of the premiums paid, subject only to a deduction of the proportionate risk premium for the period on cover and the expenses incurred by the insurer on medical examination of the Life Assured and stamp duty charges.

*Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes:

- (i) Voice mode, which includes telephone-calling
- (ii) Short Messaging Services(SMS)
- (iii) Electronic mode which includes e-mail, internet and interactive television (DTH)
- (iv) Physical mode, which includes direct postal mail and newspaper & magazine inserts and
- (v) Solicitation through any means of communication other than in person

2. Definitions

“Accidental Death” means death due to accident, where accident is a sudden, unforeseen and involuntary event caused by external and visible means

“Annualised Premium” means the due premium contribution as calculated and applicable for a Policy Year. Annualised Premium excludes extra premium, if any

“Base Plan/ Plan” means Reliance Nippon Life Term Plan (UIN: 121N005V04)

“Base Premium” means the premiums that are paid towards the Policy and excludes the premiums paid towards the Riders and does not include any taxes and/or levies

“Base Policy / Policy” means this Reliance Nippon Life Term Plan, which is the evidence of the contract between Reliance Nippon Life Insurance Company Limited ('the Company') and the Policyholder.

“Benefit Illustration” means an Annexure along with the Policy Schedule that illustrates the premiums, guarantees, returns, benefits and values of the proposed Policy. This Benefit Illustration complies with IRDAI Regulations and contains clear disclosure of both guaranteed and non-guaranteed benefits, if any, of the Policy.

“Benefits” means the Death Benefit or any other benefit, as the case may be, applicable in the Policy

“Claimant” means the person who is entitled to receive the death benefits under the Plan.

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In the event of a death claim, the Claimant is the nominee under the Policy. In the absence of the nominee, the Claimant is the legal heir of the Life Assured. In instances where the Policyholder and Life Assured are different, the Claimant is the Policyholder, if alive.

In the event of assignment under this Policy, the assignee would be entitled to the benefits under the Policy, subject to Section 38 of Insurance Act, 1938.

“Commencement Date” means the commencement date of this Policy as mentioned in the Policy Schedule and means the Policy start date

“Company/Us/We/Our” means Reliance Nippon Life Insurance Company Limited (RNLIC)

“Date of Commencement of risk” means the date as mentioned in the Policy Schedule from which the insurance benefits start under the Policy or on which date the risk commences under the Riders, if opted for. The commencement of risk cover on the Life Assured shall depend on the age of the Life Assured on commencement of the Policy.

“Death Benefit” means the amount payable to the Claimant on death of the Life Assured during the Policy term, as agreed at inception of the Policy contract, provided the Policy has not lapsed or terminated

“Free look/Free look cancellation of the Policy” means where the Policyholder disagrees to any of the Policy terms and conditions stipulated in the Policy Document, he/she may cancel the Policy by returning it to the Company stating the reasons for his/her objections

“Grace Period” means the time granted by the Company from the due date for the payment of premium, without any penalty or late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption as per the terms of the Policy

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

“Lapse” means a condition wherein the due premiums have not been paid in full as required under the Plan, thereby rendering the Policy unenforceable. No benefits will be payable when the Policy is in lapse status.

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

“Nominee” means the person or persons nominated under Section 39 of the Insurance Act, 1938, by the Policyholder, to receive the admissible benefits, in the event of death of the Life Assured

“Non-Participating” means the Policy does not participate in the profits of the participating fund of the Company

“Person to whom the Benefits are payable” means the Policyholder, including Nominees or executors of administration who are able to submit legally valid documents to the Company or other legal representatives, as per the applicable Regulations

“Policy Anniversary” means the start date of every subsequent Policy Year

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

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“Policy Document” means this document, which is the evidence of the contract between Reliance Nippon Life Insurance Company Limited (‘the Company’) and the Policyholder.

“Policy Maturity Date” means the date specified as such in the Policy Schedule

“Policy Schedule/Schedule” means the attached Schedule that provides your Policy Benefits, the terms of the contract and details about You and the Life Assured, along with all its annexes, issued by us for this Policy. The Policy Schedule also includes any amendments to the attached Schedule which may be issued from time to time.

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

“Policyholder/Policy owner/Proposer/You” means the person specified as such in the Policy Schedule or such other person, who may become the holder of this Policy in respect of the terms and conditions of this contract or by virtue of operation of law. In the event the Proposer is different from the Life Assured, then the Proposer shall be the Policyholder.

“Premium” means the amount stipulated in the Policy Schedule and paid at regular intervals (yearly/half yearly/quarterly mode as shall be applicable) by the Policyholder as consideration for acceptance of risk and benefits specified as such in the Policy Document

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

“Prevailing rate of interest” means the applicable rates of interest as declared by the Company from time to time that shall be charged to the Policyholder on specified transactions related to the Policy, as specified under the Plan. Upon any revisions in the interest rates, the Company shall communicate the same to the Policyholders.

“Regulation” means the laws and regulations as in effect from time to time and applicable to this Policy, including without limitation, the regulations and directions issued by the Regulatory Authority from time to time

“Regulatory Authority” means the Insurance Regulatory and Development Authority of India (IRDAI) or such other authority or authorities, as may be designated under the applicable laws and regulations

“Revival” means payment of all due premiums that are in arrears to convert a Policy from “Lapse” status into “In force” status

“Rider” means an optional additional cover available as an add-on benefit, which can be purchased by you along with the Base Plan on payment of additional premium as applicable

“Rider Benefits” means the benefits payable on specified events applicable under the Riders as may be purchased by you

“Rider Premium” means the Premium paid towards the Riders and does not include any taxes and/or levies

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“Sum Assured/Base Sum Assured” is the absolute amount of benefit as specified in the attached Policy Schedule

“Surrender” means the termination of the contract in its entirety at the instance of the Policyholder

“Surrender Value” means an amount, as specified under the Plan, that is payable upon complete withdrawal/termination of the entire Policy by the Policyholder

“You” / “Your” mean the Policy Owner, Policyholder, Proposer, named in the Policy Schedule or his or her legal heir or personal representative

3. Key Benefits

3.1. Maturity Benefit

There is no Maturity Benefit Payable under this plan. On survival of the Life Assured till end of the Policy Term, all benefits under the policy end and the policy is terminated.

3.2. Death Benefit

On death of the Life Assured during the Policy Term provided the Policy is in-force as on the date of death, the Death Benefit will be payable to the Claimant as a single lump sum. This death benefit will be equal to the Sum assured opted at the inception of the policy.

The Policy will terminate on payment of the Death Benefit. There are no other benefits payable under this plan.

4. Other benefits and features

4.1. Rider Benefits

To safeguard yourself and your family members against certain unfortunate events, we offer the following riders with this plan on payment of rider premiums.

- a) Reliance Nippon Life Major Surgical Benefit Rider (UIN: 121B014V02)
- b) Reliance Nippon Life New Critical Conditions (25) Rider (UIN: 121B012V02)
- c) Reliance Nippon Life Family Income Benefit Rider (UIN: 121B015V02)
- d) Reliance Nippon Life Accidental Death Benefit Rider (UIN: 121B032V01)
- e) Reliance Nippon Life Accidental Death and Disability Rider (UIN: 121B017V01)
- f) Reliance Nippon Life Accidental Death and Disability Plus Rider (UIN: 121B016V01)

Riders will be available, on payment of additional premium over and above the base premium provided conditions on riders (entry age, Policy Term, Premium Payment Term, Sum Assured) are satisfied. These rider benefits can be selected on commencement of the policy or on any policy anniversary during the Premium Payment Term.

For further details on all the conditions, exclusions related to the insurance riders, please read the rider terms and conditions carefully or contact your insurance advisors.

4.2. Surrender Benefit

The Policy does not acquire any surrender value

5. Premium

5.1. Payment of premium

The Policyholder is required to pay regular premiums for the entire premium payment term as per the mode of premium specified in the Policy Schedule.

Premiums shall be deemed to have been paid only when received at the Company's offices which are authorized by the Company to accept payment of Premiums. The official receipt issued by the Company is the only valid evidence of payment of Premiums.

In case a valid claim arises under the Policy during the grace period but before payment of the due premium, the Company will still admit the claim.

Any unpaid premium for the Policy Year will become due and payable immediately. In the event, the said unpaid premium is not received by the Company and the Policy is still in force, the Company will deduct the said unpaid premium, while settling such a claim.

5.2. Mode of payment of premium

The Policyholder may pay regular premiums either in yearly, half yearly or quarterly modes by cash, cheque, debit/credit card, ECS, online payment, demand draft, or direct debit. The Policyholder may request to change the mode and frequency of payment of regular premiums on any Policy Anniversary date during the premium payment term but not at other times. The Company, at its sole discretion, may agree to accept the payment of the Premium in any mode (annual / half-yearly / quarterly) as requested by Policyholder. The amended Policy Schedule notifying the changed installment Premium shall be issued to the Policyholder.

In case the Policyholder has opted for Electronic Clearing System (ECS) mode for premium payment, the Policyholder shall have the option to withdraw from ECS mode at least 15 days prior to the premium due date.

Quarterly modes of premium payment are allowed only if the premiums are paid electronically.

5.3. Rider premium

Rider premiums, if any, shall be collected over and above the regular premiums. Rider premium, if any, should be paid on the due date or within the grace period. The mode of rider premium payment shall be same as the mode of premium payment under the base Plan. The rider premium payment term will be either equal to or lower than the premium payment term of the base Plan.

5.4. Grace period for payment of premium

There is a grace period of 30 days from the due date for payment of regular premiums.

5.5. Frequency loading

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There will be a loading applicable on the base premium depending on the mode of premium payment. Premium payment frequency loading will be applicable on the base premium including underwriting extra premiums as per the table below:

Mode	Premium payment frequency loading
Yearly	Nil
Half-yearly	1.02%
Quarterly	1.04%

5.6. Policy Fee

A Policy Fee will be added to the installment premium depending on the mode of premium payment, as below:

Premium mode	Policy fee addition (Rs)
Yearly	500
Half-yearly	260
Quarterly	130

5.7. Discontinuance of payment of premium

If the premiums are not paid within the grace period, the Policy will lapse. Kindly refer to the rider terms and conditions for treatment of riders.

5.8. Revival of a lapsed Policy

The Policy can be revived up to 2 years from the date of lapse.

A Policy can be revived during the revival period of 2 years by paying the arrears of premiums along with rider premiums, if any, under the Policy with interest at prevailing rate of interest. If the base Plan is revived, the rider benefits can be revived by paying the arrears of premiums under the riders with interest at the prevailing rate of interest. The current rate of interest is 9% p.a. and is subject to change from time to time. Revival of the Policy and riders, if any, is subject to satisfactory declaration of good health by life assured where the Policy is upto six months in arrears. Revival after six months will be underwritten subject to Board approved underwriting Policy.

6. General conditions

6.1. Goods and Services Tax and other taxes

The Goods and Services Tax (GST) will be levied on the Base Premium and rider(s) premiums, if any. The level of this tax will be as per the rate of GST, declared by the Government from time to time. The GST on the Base Premium and rider premiums, if any, will be collected from the Policyholder along with the Base Premium and rider premiums, if any, respectively.

6.2. Charges levied by the Government in future

In future, the Company shall pass on any additional taxes levied by the Government or any statutory authority to the policyholder. The method of collection of these taxes shall be informed to the policyholders under such circumstances.

6.3. Employee staff discount

No commissions are payable on policies purchased by Reliance Nippon Life Insurance Company Limited staff and staff of other Reliance Group companies, where the discount of 5% applies on the premiums every year.

6.4. Loans

Loans facility is not available under the Policy.

6.5. Claims

The Company will pay the Death Benefit to the Claimant when it is satisfied of the identity of the Insured Person, Age of the Insured Person, Death of the Insured Person and all relevant provisions of the Policy have been met.

In case it is found that the age of the Insured Person as declared to us is incorrect, the Company shall undertake one of the following:

- 1) In case the customer is eligible for the policy based on the correct age. The Company shall adjust the Death Benefit payable in proportion of:
 - a. the amount of insurance premium that was actually paid in relation to that person (in the Policy period in which he/she died) and
 - b. the amount of insurance premium that should have been paid for that person (in that Policy period) with regard to the rate of insurance premium applicable to his/her correct age.
- 2) In case the customer is ineligible for the Policy based on the correct age, the Company may refund the premiums paid after deducting all applicable charges and expenses incurred at the discretion of the Company. The Company has a right to refute any claim/s, subject to Section 45 of the Insurance Act, 1938. No action in law or equity shall be brought against the Company to enforce any claim under this Policy, unless the Policyholder has filed with the Company a claim together with all the required documents, in accordance with the requirements of this Policy and complied with the requirements of the Company, at least 60 days prior to the institution of such action.

6.6. Requirements for death claims

In the event of a claim for Death Benefit arising under this Policy, the person to whom the benefits are payable shall endeavor to intimate the Company in writing of the claim and provide the following documents to the Company preferably within 90 days of the claim arising. This is to enable the Company to process the claim in a speedy manner. The Company may accept/process the claim on merits of the case even beyond the period of 90 days, provided:

- i. the reasons for delay are due to unavoidable circumstances beyond the control of the Claimant and
- ii. the submission of documents in respect of the said delays is evidenced to the satisfaction of the Company

I. List of documents required in the event of a claim for Death Benefit arising due to reasons other than accidents or unnatural deaths:

- i. Policy Document in original
- ii. Death certificate in original issued by the competent authority
- iii. Hospitalization documents (discharge summary along with all investigation reports) if the Life Assured has taken treatment for illness leading to his death
- iv. Claim Form (A) to be filled in by the nominee
- v. Claim Form (B) to be filled in by the last treating doctor
- vi. Claim Form (C) to be filled in by a third person (who is not a relative of the Claimant)
- vii. Aadhar and Pan/Form 16
- viii. KYC documents of the Claimant as per AML Guidelines (Address proof & identity proof)
- ix. ECS Mandate form/ Cancelled cheque leaf of the Claimant, any other document as may be sought by the Company

II. In the event of a claim for Death Benefit arising out of accidents or unnatural deaths:

- i. Policy Document in original
- ii. Death certificate in original issued by the competent authority
- iii. Copies of the First Information Report and the Final Investigation Report thereof, duly attested by the concerned police officials
- iv. Copy of the post-mortem report duly attested by the concerned officials
- v. Claim Form (A) filled in by the nominee
- vi. Claim Form (B) filled in by the last treating doctor
- vii. Claim Form (C) to be filled in by a third person (who is not a relative of the Claimant)
- viii. Aadhar and Pan/Form 16
- ix. KYC documents of the Claimant as per AML Guidelines (Address proof & identity proof)
- x. ECS Mandate form/Cancelled cheque leaf of the Claimant and any other document as may be sought by the Company

In the event the 'person to whom benefits are payable' is an executor of administration, the person has to produce legally valid documents evidencing the fact of appointment as an executor. Further, the person needs to submit the relevant documents mentioned above along with the proof of identity and address.

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Notwithstanding anything contained in the clauses mentioned above, depending upon the cause or nature of the claim, the Company reserves the right to call for other and/or additional documents or information, including documents/ information concerning the title of the person claiming Benefits under this Policy to the satisfaction of the Company, for processing the claim. If the documents called for are not submitted or not given, then valid reasons for not providing the same in a letter should be submitted within the time mentioned in the letter. The Company may refuse to honor the claim either until you/your nominee submits the requisite documents sought or repudiate the claim itself.

6.7. Tax benefit

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

6.8. Nomination

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

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

6.9. Assignment

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

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – C for reference]

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

6.10. Proof of age

The age of the Life Assured has been admitted on the basis of the declaration made by the Policyholder/ Life Assured in the Proposal and/or in any statement based on which this Policy has been issued. If the age of the Life Assured is found to be different from that declared, the Policy shall be cancelled immediately and the Company may adjust the premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, as it deems fit. This Policy shall however become void from commencement, if the age of the Life Assured as at the Policy Commencement Date is found to be higher than the maximum or lower than the minimum entry age that was permissible under the plan of this Policy at the time of its issue. The Company shall cease to be liable for any Benefits under this Policy. In such a case, the Policy shall be cancelled immediately and the Company may refund the premiums paid after deducting all applicable charges and expenses incurred at the discretion of the Company.

6.11. Suicide

If the Life Assured, whether sane or insane, commits suicide within 12 months from the date of commencement/ revival of the Policy, the nominee of the Policyholder shall be entitled to 80% of the premium paid and the Company will not pay any insured benefit.

6.12. Special provisions

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

This product is approved by the Insurance Regulatory and Development Authority of India (IRDAI). The terms and conditions of this Policy is in accordance with the Insurance Act, 1938, Insurance Rules, 1939, IRDAI Regulations and other such relevant laws, rules, regulations, and guidelines, directives, circulars, clarifications including that of the Life Insurance Council of the Insurance Association of India constituted under the provisions of Sec 64-C of the Insurance Act, 1938, ,Governing Body of Insurance Council constituted under the Redressal of Public Grievances Rules, 1998, other such regulatory, statutory, administrative, judicial authority(s) and local customs, the terms of which shall be subject to change by virtue of any change/amendment(s) in such laws, rules, regulations, and guidelines, IRDAI, Life Insurance Council of the Insurance Association of India ,Governing Body of Insurance Council, other such regulatory, statutory, administrative, judicial authority(s) at all time.

6.13. Recovery of additional expenses incurred on account of acts of Policyholders

In the event RNLIC incurs expenses towards physical visits to the Policyholders' residences for any service such as collection of premiums and so on, RNLIC reserves the right to recover such expenses.

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

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

6.14. Mode of payment of benefits

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

6.15. Valid discharge

Any discharge given by the person to whom the benefits are payable, or by any person authorized by the person to whom the benefits are payable, in writing, in respect of the benefits payable under this Policy shall constitute a valid discharge to RNLIC in respect of such payment. The Company's liability under the Policy shall be discharged by such payment and the Company shall not be required to see the application of the monies so paid.

6.16. Limitation of liability

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

6.17. Incontestability

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

6.18. Fraud, Misstatement of a Material Fact and Forfeiture

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

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

6.19. Loss of Policy Document

If the Policy Document is lost or destroyed, then at the request of the Policyholder, the Company, if satisfied, that the Policy Document has been lost or destroyed, will issue a copy Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy Document. The Company reserves the right to make such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder as it considers necessary before issuing a copy of the Policy Document. The Company may charge a fee for the issuance of a copy of the Policy Document.

Upon the issuance of a copy Policy Document, the original Policy Document will cease to have any legal effect

It is hereby understood and agreed that the Policyholder will protect the Company and hold the Company harmless against any claims, costs, expenses, awards or judgments arising out of, or howsoever, connected with the original Policy Document or arising out of the issuance of a copy of the Policy Document.

6.20. Waiver

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

6.21. Governing laws and jurisdiction

This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts of law within whose territorial jurisdiction the registered office of the Company is situated.

6.22. Electronic transaction

The Policyholder shall adhere to and comply with all such terms and conditions as prescribed by RNLIC from time to time and hereby agree and confirm that all transactions effected by or through facilities for effecting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of RNLIC, for and in respect of the Policy or its terms, or RNLIC's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with RNLIC's terms and conditions for such facilities, as may be prescribed from time to time.

6.23. Notice under the Policy

Any of the notices required to be issued in terms of this Policy may be issued, either by issuing individual notices to the Policyholder, including by electronic mail, SMS, telephonic conversation and/or facsimile, or by issuing a general notice, including by publishing such notices in the newspapers and/or on the Company's website.

i. In case of the Proposer

As per the details specified by the Policyholder in the Proposal Form/Change of address intimation submitted by him, notices and instructions are sent through various modes such as electronic mail and/or facsimile, or by issuing a general notice, including by publishing such notices in newspapers and/or on RNLIC's website. It is very important that you immediately inform us about any change in the address or the nominee particulars.

ii. In case of the Company

To Reliance Nippon Life Customer Service

Address: Reliance Nippon Life Insurance Company Limited
H Block, 1st Floor, Dhirubhai Ambani Knowledge City
Navi Mumbai, Maharashtra 400710, India

Reliance Nippon Life representatives may be contacted on Customer Care number 1800 300 08181 (Toll free) or 30338181 (local call charges apply).

Email: mlife.customerservice@relianceada.com

6.24. Entire Contract

This Policy comprises the terms and conditions set forth in this Policy document, Policy Schedule, and the endorsements, if any, made on or applicable to this Policy, which shall form an integral part and the entire contract, evidenced by this Policy. The liability of RNLIC is at all times subject to the terms and conditions of this Policy and the endorsements made from time to time.

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

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insurance advisor) except by a Policy endorsement in writing signed by an officer of the Company authorized for this purpose.

This contract is entered into between Reliance Nippon Life Insurance Company Limited and the Policyholder named in the Policy Schedule to this Policy and sets forth the terms and conditions governing this Policy. The Policy is issued on the basis of the Proposal and Declaration from the Proposer and on the express understanding that the said Proposal and Declaration and any statements made or referred to therein shall be part and parcel of this Policy.

6.25. Taxes, duties and levies and disclosure of information

- a) This Policy, and the Benefits payable under this Policy shall be subject to the Regulations, including taxation laws in effect from time to time. All taxes, duties, levies or imposts including without limitation any sale, use, value added, Goods and Services Tax (GST) or other taxes, as may be imposed now or in future by any authority (collectively "Taxes") on the Premiums and other sums payable to RNLIC or RNLIC's obligations under the Policy or the Benefits payable under the Policy or in any way relating to this Policy, shall be borne and paid by the Policyholder or the Person to whom Benefits payable, as the case may be. The Premium and other sums payable under or in relation to the Policy do not include the Taxes. If, however, the applicable law imposes such Taxes on RNLIC, then RNLIC shall have the right to recover the same from the Policyholder or the Person to whom the benefits are payable. The Company may at its sole discretion raise a specific demand to pay the said direct / Indirect taxes or levies or may deduct the said direct / Indirect taxes or levies from Death Benefit payable to Your Claimant(s).
- b) The persons receiving the Benefits shall be solely liable for complying with all the applicable provisions of the Regulations, including taxation laws, and payment of all applicable Taxes. Except as otherwise required by law, RNLIC shall not be responsible for any Tax liability arising in relation to this Policy or the Benefits payable in terms of this Policy. In any case where RNLIC is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, RNLIC shall be entitled to deduct such Taxes from any sum payable under this Policy, and deposit the amount so deducted with the appropriate governmental or regulatory authorities.
- c) In any case where RNLIC is obliged to disclose to the revenue or other regulatory authorities any information concerning the Policy, including information concerning the Premium and the Benefits under this Policy, RNLIC shall be entitled to disclose the required information to the appropriate governmental or regulatory authorities.
- d) It shall be the responsibility of the Policyholder to satisfy himself and ensure that the payment of the Additional Premium does not adversely affect his entitlement or claim for tax benefits, if any, available or admissible under this Policy.

6.26. Payment of taxes, stamp duties

The Company reserves the right to deduct all applicable taxes, duties and surcharges on premiums and benefits, as per the applicable rate imposed by the Government authorities from time to time.

6.27. Grievance Redressal

Step 1: If you are dissatisfied with any of our services, please feel free to contact us –

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Step 1.1: Contact centre: 30338181 (Local call charges apply) & 1800 300 08181(Toll free) or Email: rnlife.customerservice@relianceada.com **OR**

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

Step 1.3: Write to

Reliance Nippon Life Customer Care
Reliance Nippon Life Insurance Company Limited
H Block, 1st Floor, Dhirubhai Ambani Knowledge City
Navi Mumbai, Maharashtra 400710. India

If your complaint is unresolved for more than 10 days,

Step 2: Please contact our Branch Manager, who is also the Local Grievance Redressal Officer at your nearest branch.

If you are unhappy with the solution offered,

Step 3: Write to Head of Customer Care at rnlife.headcustomercare@relianceada.com or at the address mentioned above.

If you are still not happy with the solution offered,

Step 4: Write to our Grievance Redressal Officer, Head Legal & Compliance at rnlife.gro@relianceada.com or at the address mentioned above.

If the issues remain unresolved; a further reference may be made to the Insurance Ombudsman in terms of Rule 12 & 13 of the Redressal of Public Grievance Rules, 1998.

6.28. Procedure for registering complaint with IRDAI Grievance Call Centre (IGCC)

If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

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

Email ID: complaints@irda.gov.in

You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority

9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh

Fax No: 91- 40 – 6678 9768

6.29. Procedure for filing complaint with the Insurance Ombudsman

While we expect to satisfactorily resolve your grievances, you may also at any time approach the Insurance Ombudsman. The Insurance Ombudsman may receive and consider any complaints under Rule 12 & 13 of the Redressal of Public Grievance Rules, 1998; which relates to any partial or total repudiation of claims by RNLIC, any dispute in regard to premium paid or payable in terms of the

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Policy, any dispute on the legal construction of the policies insofar as such disputes relates to claims; delay in settlement of claims and non-issue of any insurance document to Policyholders after receipt of premium. On the above grounds, any person may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman within whose jurisdiction the RNLIC branch is located. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch, the fact giving rise to complaint supported by documents, if any, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.

However as per Provision of Rule 13(3) of the Redressal of Public Grievance Rules 1998, the complaint to the Ombudsman can be made:

- i. Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer or complainant has not received any reply within 30 days from the date of complaint or the complainant is not satisfied with the reply given to him by the Company
- ii. The complaint has been filed within one year from the date of rejection by the Company
- iii. If it is not simultaneously under any litigation

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

About Reliance Nippon Life Insurance

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

Reliance Nippon Life Insurance Company Limited (Reg. No. 121)

CIN: U66010MH2001PLC167089

Tax laws are subject to change, consulting a tax expert is advisable.

Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai, Maharashtra -400710, India

Corporate Office: Reliance Centre, Off Western Express Highway, Santacruz East, Mumbai - 400 055

TRADE LOGO

Trade logo displayed above belongs to Anil Dhirubhai Ambani Ventures Private Limited & Nippon Life Insurance Company and used by Reliance Nippon Life Insurance Company Limited under license.

For more information or any grievance,

1. Call us between 9am to 6pm, Monday to Saturday on Call Centre number - 30338181(Local call charges apply) or our Toll Free Number 1800 300 08181 or
2. Visit us at www.reliancenipponlife.com or
3. Email us at: rnlife.customerservice@relianceada.com.

UIN of Reliance Nippon Life Term Plan: 121N005V04

UIN of Reliance Nippon Life Major Surgical Benefit Rider: (UIN: 121B014V02)

UIN of Reliance Nippon Life Critical Conditions (25) Rider: (UIN: 121B012V02)

UIN of Reliance Nippon Life Family Income Benefit Rider: (UIN: 121B015V02)

UIN of Reliance Nippon Life Accidental Death Benefit Rider (UIN: 121B018V01)

UIN of Reliance Nippon Life Accidental Death and Disability Rider (UIN: 121B017V01)

UIN of Reliance Nippon Life Accidental Death and Disability Plus Rider (UIN: 121B016V01)

BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS

IRDAI clarifies to public that

- IRDAI or its officials do not involve in activities like sale of any kind of insurance or financial products nor invest premiums.
- IRDAI does not announce any bonus. Public receiving such phone calls are requested to lodge a police complaint along with details of phone call, number.

Annexure A: Insurance Ombudsman

The detailed list of the Insurance Ombudsman is mentioned below for reference.

Address of Ombudsman:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman ,2 nd Floor, Ambica House, Nr. C.U.Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:-079-27545441/27546139 Fax : 079-27546142Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, 24 th Main Road, Jeevan Soudha Bldg. JP Nagar, 1 st Phase, Bengaluru – 560025. Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, 2 nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.:- 0755- 2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh, Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman , 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2705861	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.

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	<p>Fax : 0172-2708274</p> <p>Email: bimalokpal.chandigarh@gbic.co.in</p>	
CHENNAI	<p>Office of the Insurance Ombudsman ,</p> <p>Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet,</p> <p><u>CHENNAI-600 018.</u></p> <p>Tel.:- 044-24333668 /24335284 Fax : 044-24333664</p> <p>Email: bimalokpal.chennai@gbic.co.in</p>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
NEW DELHI	<p>Office of the Insurance Ombudsman ,</p> <p>2/2 A, Universal Insurance Bldg., Asaf Ali Road,</p> <p><u>NEW DELHI-110 002.</u>Tel.:- 011-23237539/23232481</p> <p>Fax : 011-23230858</p> <p>Email: bimalokpal.delhi@gbic.co.in</p>	Delhi.
GUWAHATI	<p>Insurance Ombudsman,Office of the Insurance Ombudsman,</p> <p>“Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road,</p> <p><u>GUWAHATI-781 001 (ASSAM).</u></p> <p>Tel.:- 0361-2132204/5 Fax : 0361-2732937</p> <p>Email: bimalokpal.guwahati@gbic.co.in</p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	<p>Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court,</p> <p>A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u>Tel : 040-65504123/23312122</p>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

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	<p>Fax:040-23376599</p> <p>Email: bimalokpal.hyderabad@gbic.co.in</p>	
JAIPUR	<p>Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in</p>	Rajasthan.
KOCHI	<p>Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G.Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in</p>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	<p>Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, KOLKATA-700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in</p>	West Bengal, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands.
LUCKNOW	<p>Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	Uttar Pradesh, Uttaranchal.
MUMBAI	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in</p>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
PUNE	<p>2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, PUNE – 411030.</p>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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	Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in	
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Annexure B: Section 39, Nomination by policyholder

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

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of them

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

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

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after 26.12.2014 the date when insurance law was amended.

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16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of all the subsections of section 39 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 39 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

Annexure C: Section 38, Assignment and Transfer of Insurance Policies

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

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the policySuch conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy

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- c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before 26.12.2014, the date when insurance law was amended, shall not be affected by this section.

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

SAMPLE

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

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

1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy

whichever 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 policy

whichever is later.

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

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

Policy Document- Reliance Nippon Life Term Plan

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

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