A Non-Linked, Non- Participating, Fixed Benefit Health Insurance Plan

Forwarding Letter

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< <addrs4>></addrs4>	Contract No.	< <contrno>></contrno>
< <addrs5>></addrs5>	Client Id	< <la number="">></la>
< <postcode>> Telephone No.: << Telno >></postcode>	Date	< <iss_date>></iss_date>

Dear << OwnerName >>,

Welcome to Reliance Nippon Life Insurance and enjoy a host of value added services. We value Your relationship with Us and thank You for choosing <<Plan Name>>.

Your Policy Document comprises of the following documents.

- First Premium Receipt
- Policy Schedule
- Copy of the filled up Proposal Form
- Policy Terms & Conditions
- Other relevant documents

We request You to preserve the Policy Document as it would be required at the time of servicing/ claim. Your Policy provides benefits as described in Part <section> of the Policy booklet. In case You notice any discrepancy or for any Policy servicing / claims related queries, please contact Us immediately. You can either contact Our Toll free number 18001021010 between 9am to 6pm, Monday to Saturday, or visit Our nearest branch office for further assistance.

As per Our records, Your contact number is <<Contact no>>

This is a << Premium Payment Frequency>> frequency Policy, and Your Premium Payment Term is << PPT>> years. Your next premium is due on << Premium Due Date>>.

Please note, We do not offer any free gift or interest free loan facility on any of Our policies.

The premium is guaranteed for a period of five years (from Date of Commencement of Risk) and may undergo a change thereafter subject to IRDAI's approval.

Free look provision: In case You are not agreeable to any of the terms and conditions under this product, You shall have the option to return the Policy to Us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If You have purchased the Policy through the Distance Marketing mode, this period shall be 30 days. On receipt of the letter along with the original Policy Document, We shall arrange to refund You the premium amount paid subject to deduction of the expenses incurred by Us on medical examination (if any) and stamp duty (if any). A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal shall have to be made for a new Policy.

Please examine the Policy Document carefully. On examination of the Policy Document, if You notice any mistake, please return the Policy Document to the Company immediately for correction.

You may access your account by registering on <u>www.reliancenipponlife.com</u>, and follow a 4 step process: Step 1: Visit www.reliancenipponlife.com Step 2: Click on customer tab in the member login area Step 3: Enter your Client id (mentioned above) and your email id

Step 4: Your password shall be generated and sent to the email id provided in your proposal form.

Login with your client id & password and enter a world of convenience!

The details of Your agent/ broker are displayed below. Please note that for direct sale by Reliance Nippon Life Insurance Company Limited, kindly contact Our toll free number 18001021010 between 9am to 6pm, Monday to Saturday, or visit Our nearest branch office for further assistance.

We are delighted to bring to You the convenience of Lifeline – Your personal online account with Reliance Nippon Life Insurance Company Limited. Your Lifeline account provides You a one-window access to any information related to Your Policy. You can also get details of Revival interest rate applicable on Your Policy along with total amount payable to revive the Policy. You can also get details of revised premiums, if any. What's more, it allows You to conduct transactions such as premium payment and other account information changes and a lot more at Your convenience any time anywhere.

Yours sincerely,

<<Signature>>

Authorised Signatory

A Non-Linked, Non- Participating, Fixed Benefit Health Insurance Plan

1. Part A

1.1. Policy Preamble

Policy Terms and Conditions and Exclusions within referred to

This Policy is the evidence of the contract between Reliance Nippon Life Insurance Company Limited 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 Policyholder 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 this Reliance Nippon Life Cancer Protection Plus (UIN: 121N119V01) Policy Document. The Benefits shall be paid only when the same are payable as per the stipulations in the Policy Document. The Claimant needs to submit satisfactory proof of title and other applicable documents pertaining to the Policy at the RNLIC offices for claiming the benefit.

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

1.2. Policy Schedule - Reliance Nippon Life Cancer Protection Plus

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

RNLIC 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 Life Insured: « »	
Name of Policyho	older: « »	Client ID of Life Insured: « »	
Address of Policy	holder: « »	Date of Birth of Life Insured: « »	
Client ID of Polic	yholder: « »	Age Admitted: «Y/N»	
Date of Birth of P	olicyholder: « »	Age at entry of Life Insured: « yrs »	
		Policy sourced by Distance Market	ing: «Y/N»
Contract Details			
		Plan Option : « »	
Contract no : «Co	ntraat number	Premium due on : « »	
		Premium Payment Frequency: « »	
	ement of Policy : « » cement of Risk : « »	Annualised premium: Rs. « »	
		Installment Premium for Year 1: Rs << >>	
•	ry Date : « dd/mm »	GST for Year 1: Rs. « »	
Policy Term : « yı		Total premium for Year 1(Installment Premium and GST): Rs « »	
Premium Paymen		Installment Premium for Year 2 onwards: Rs << >>	
Policy maturity da	ate : « »	GST for Year 2 onwards: Rs. « »	
		Total premium for Year 2 onwards (Installment Premium and GST) : Rs « »	
Plan Name	Basic Sum Insured	Date of benefit expiry/Cover	Due date of last
	(Rs.)	End Date	premium payment
« »	« »	« »	« »

* The premium is guaranteed for an initial period of five years (from Date of Commencement of Risk) and may undergo a change thereafter subject to IRDAI's approval.

Nominee Details (under S	Nominee Details (under Section 39 of the Insurance Act 1938 as amended from time to time) (If applicable)		
Name of the Nominee	Age	Relationship with the Policyholder	Percentage Share
« »	« »	« »	« »
« »	« »	« »	« »
« »	« »	« »	« »
« »	« »	« »	« »
« »	« »	« »	« »
« »	« »	« »	« »
		Total	100%

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»

Insurance Agent/Broker/Web Aggregator/Insurance Marketing Firm Details	
Insurance Agent/Corporate Agent/Broker/Web Aggregator/IMF Code : << Agent No >>	
Insurance Agent/Corporate Agent/Broker/ Web Aggregator/IMF Name : << Agent Name >>>	
Corporate Insurance Executive Name : << >>	
(in case of Corporate Agent)	
Principal Officer Name :	
Insurance Agent/Corporate Agent/Broker's/Web Aggregator/ IMF Address:«Agent Addr1»	
« Agent Addr2»	
« AgentAddr3»	
« Agent Addr4»	
« Agent Addr5»	
« Postcode»	
Phone No : « AGTelno » Mobile No : «Agent_Mobno»	
Email ID : « Agent_email »	

Date of Policy Issuance:

Place:

Reliance Nippon Life Insurance Company Limited

(Signature of Authorized Signatory)

UIN of Reliance Nippon Life Cancer Protection Plus: 121N119V01

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 (IRDAI Reg. No. 121)

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

Nomination	The Policyholder may nominate a person who shall be entitled to the benefits payable in the event of death during the Policy Term	
Assignment	The Policyholder has the right to assign the Policy by an endorsement upon the Policy	
Loans	Loan facility is not available under the Policy	
Change in Premium Payment Frequency	The Policyholder may pay premiums in yearly, half yearly, quarterly and monthly premium payment frequencies. The Premium Payment Frequency can be changed on any Annual Policy Anniversary date during the Premium Payment Term	
Premium payment mode	Premium payment can be made by cash, cheque, debit/credit card, ECS/NACH, online payment, demand draft, Salary Deduction Scheme (SDS) and direct debit or any other mode as prescribed by the IRDAI.	
Customer service number	Call Us between 9 am to 6 pm, Monday to Saturday on 18001021010	
Grievance redressal mechanism	Policyholder can contact the Company by sending an email. at <u>rnlife.customerservice@relianceada.com</u> or by writing to Us at Our Registered Office address: Reliance Nippon Life Insurance Company Limited, Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC, G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai– 400051.	

Key Service Features

For detailed benefits, please refer to the Policy Terms and conditions.

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2. Part B

2.1. Definitions

"Age" means age as of last birthday; i.e. the age in completed years as on the Commencement Date of the Policy.

"Annualised Premium" means the due premium contribution as calculated and applicable for a Policy Year. Annualised Premium excludes frequency loadings on premium, discounts and GST & cess, if any.

"Appointee" means the person who is so named in the proposal form or subsequently changed by an endorsement while the Nominee is a minor, who is authorized to give a valid discharge to the Policy monies in case of death of the Policyholder during the term of the Policy.

"Assignment" means the transfer of rights and benefits under an insurance Policy in accordance with section 38 of the Insurance Act, 1938 as amended from time to time.

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

"Policy" means this Reliance Nippon Life Cancer Protection Plus Policy, which is the evidence of the contract between RNLIC and the Policyholder.

"Basic Sum Insured" means an amount as specified in the Policy Schedule which is payable in accordance with Part C of the Policy Document

"Cancer" means the different stages of Cancer covered under the Policy, ie. Early Stage Cancer or Carcinoma-in-situ or Major Stage Cancer or Relapse of Cancer, as specified to be covered under the applicable benefit under the Policy and as defined and described in Annexure A of this Policy Document, excluding any conditions listed under the exclusions there under

"Claimant" means either the Life Insured or the Policyholder or the Nominee or the legal heir of the Nominee / Policyholder as the case may be

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

"Cooling off Period" means the minimum time-bound exclusion period between two Early Stage Cancer or CIS Claims. A Cooling off Period of 1 year applies between the date of Diagnosis of first Early Stage Cancer or CIS and the date of Diagnosis of second Early Stage Cancer or CIS (for different organs), to be eligible to receive second claim.

There is no Cooling off Period applicable between any claims of Early Stage or CIS and Major Stage Cancer.

For Relapse of Cancer Benefit, a complete remission period of five years, of treatment for earlier Early Stage Cancer or CIS, is applicable. Complete remission means there is no clinical, histological, radiological or biochemical evidence of malignant activity in any part of the body.

"Cover End Date" means the date as specified in the Policy Schedule on which the risk cover terminates on expiry of the Policy Term

"Date of Commencement of Policy/ Policy Commencement Date/ Date of Inception of Policy" means the start date of this Policy as specified in the Policy Schedule

"Date of Commencement of Risk" means the date as specified in the Policy Schedule from which the insurance benefits start under the Policy. The commencement of risk cover on the Life Insured shall depend on the Age of the Life Insured on commencement of the Policy

"Death Benefit" means the amount payable to the Claimant on death of the Life Insured during the Policy Term, as agreed at Date of Inception of Policy contract, provided the Policy has not Lapsed or terminated.

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"Diagnosis" means a process of determining by examination of the causes of illnesses. It is an investigative analysis made by a physician based upon various medical tests including but not limited to radiological, clinical, and histological or laboratory tests acceptable to the Company In the event of any doubt regarding the appropriateness or correctness of the Diagnosis, We will have the right to call for the Life Insured's examination and/or the evidence used in arriving at such Diagnosis, by a Medical Practitioner or an independent expert selected by Us. The opinion of such an expert as to such Diagnosis shall be binding on both You and Us

"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 specified period of time immediately following the premium due date during which a payment can be made to continue a Policy in-force without loss of continuity benefits such as waiting periods and coverage of Pre-Existing Diseases. Coverage is not available for the period for which no premium is received.

"Hospital" means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a Hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least
- 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance Company's authorized personnel

"Illness" means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

(a) Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery

(b) Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

- 1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
- 2. it needs ongoing or long-term control or relief of symptoms
- 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
- 4. it continues indefinitely
- 5. it recurs or is likely to recur"

"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

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

"Increased Sum Insured" refers to the Basic Sum Insured increased at a simple rate of 10% per annum on each Policy Anniversary for ten years or till the Diagnosis of first event of Cancer of the Life Insured, whichever is earlier. This is applicable only with Gold Option under the plan.

"Lapse" means a condition wherein the due premiums have not been paid in full, as required under the plan, thereby rendering this Policy unenforceable. No benefits shall be paid when the Policy is in Lapse status.

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

"Maturity Benefit" means the amount of benefit which is payable on maturity i.e. at the end of the Policy Term, as stated at the Date of Inception of Policy contract and specified in the Policy Document.

"Medical Advice" means any consultation or Advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

"Medical Practitioner" means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

"Nominee" means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the Policyholder, to receive the admissible benefits, in the event of death of the Policyholder

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

"Policy Anniversary" means the start date of every subsequent Policy Year

"Policy Document" means this document, which is the evidence of the contract between RNLIC and the Policyholder.

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

"Policy Term" means the entire term of the Policy as specified in the Policy Schedule

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

"Policyholder/Policy Owner/Proposer/You/Your" 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 Insured, then the Proposer shall be the Policyholder

"Premium Payment Frequency" means the period as specified in the Policy Schedule, between two consecutive premium due dates for the Policy;

"Premium Payment Term" means the period as specified in the Policy Schedule during which Premium is payable by the Policyholder to the Company

"Premium Guarantee" means that the premium rates are guaranteed for an initial period of five years from the Date of Commencement of Risk and the same can be reviewed subject to IRDAI Approval

"Pre-Existing Disease" means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and/or were diagnosed, and/or for which Medical Advice/treatment was received within 48 months prior to the first Policy issued by the insurer or date of Revival of the Policy whichever is later;

"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, along with interest (if any) to convert a Policy from "Lapse" status into "In-Force" status

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"**Revival Period**" means the period of five consecutive years from the due date of the first unpaid premium but before policy maturity date.

"Surgery or Surgical Procedure" means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, Diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a Hospital or day care centre by a medical practitioner.

"Surrender" means the complete withdrawal/ termination of the contract in its entirety at the instance of the Policyholder.

"Waiting Period" means the time period within which no Policy claims are admissible. Waiting period of 180 days from the Date of Commencement of Risk and from the date of Revival for every subsequent Revival during the Policy Term is applicable under the Policy

3. Part C

3.1. Key Benefits

The benefits mentioned below shall be applicable based on the plan option selected at inception of this Policy. The option once selected cannot be changed later during the Policy Term.

3.1.1. Silver Option

This option is available for Life Insured with Age 18 years or above. Under this option, the Basic Sum Insured selected by the Policyholder shall remain the same during the Policy Term.

A. Benefits payable on Diagnosis of Early Stage Cancer or Carcinoma-in-situ (CIS):

Lumpsum Benefit:

- On Diagnosis of Early Stage Cancer or CIS during the Policy Term, a lumpsum benefit of 25% of Basic Sum Insured shall be payable
- A maximum of two claims of Early Stage Cancer or CIS (for different organs) are allowed under this plan subject to a maximum limit of Rs.10 Lakhs per claim
- There shall be a Cooling off Period of 1 year in between two claims of Early Stage Cancer or CIS
- However, no claim shall be paid for the same Early Stage Cancer or CIS for which a claim has been paid earlier, except for the Relapse of Cancer Benefit stated below

Relapse of Cancer Benefit: On Diagnosis of second instance of the Early Stage Cancer or CIS of the same organ during the Policy Term, following an earlier Diagnosis of the same Early Stage Cancer or CIS:

- An additional lumpsum benefit of 25% of the Basic Sum Insured shall be payable
- This benefit shall be paid only once during the Policy Term and shall be subject to a maximum limit of Rs. 10 Lakhs
- The Relapse of Cancer Benefit shall be paid only if the second Diagnosis is done after a complete remission period of 5 years of treatment for earlier claim of Early Stage Cancer or CIS Complete remission means there is no clinical, histological, radiological or biochemical evidence of malignant activity in any part of the body
- For availing the Relapse of Cancer Benefit, Life Insured should have already undergone the required medical treatment for the first Diagnosis of Early Stage Cancer or CIS. The remission compliance will be certified by a treating Oncologist

• Waiver of Premium (WOP) Benefit:

- Future premiums shall be waived off for next three years or up to the remaining Policy Term, whichever is earlier, in case of valid claim of Early Stage Cancer or CIS or Relapse of Cancer
- This benefit shall be effective from the next premium due date immediately following the date of Diagnosis
- The Policyholder has to resume payment of premiums if the outstanding Policy Term is more than three years at the time of Diagnosis of Early Stage Cancer or CIS or Relapse of Cancer
- The premium will be charged at the prevailing premium rates on the due date, as approved by IRDAI under the product

B. Benefits payable on Diagnosis of Major Stage Cancer:

• Lumpsum Benefit:

- On Diagnosis of Major Stage Cancer during the Policy Term, a lumpsum benefit of 100% of Basic Sum Insured shall be payable
- This benefit shall be paid irrespective of any claim of Early Stage Cancer or CIS or Relapse of Cancer paid under the Policy

Income Benefit:

- Income benefit of 1% of Basic Sum Insured per month, shall be payable for a fixed period of five years starting from the next monthly Policy Anniversary immediately following the date of Diagnosis
- Income benefit shall continue to be paid for 5 years irrespective of the death of the Life Insured or expiry of the Policy Term
- In case of the death of the Life Insured during the income benefit period, the remaining income benefit payouts shall continue to be paid to the Claimant
- The Claimant shall have an option to take the remaining income benefit payouts as a lumpsum amount. This shall be the discounted value of the future income benefit payments at the prevailing Revival interest rate used by the Company

On payment of benefits under Major Stage Cancer, the Policy will terminate.

3.1.2. Gold Option

This option is available for Life Insured with Age 18 years or above.

Increased Sum Insured Benefit

- Under this option the Lumpsum & Relapse of Cancer Benefits are paid on Increased Sum Insured. Income Benefit is paid on Basic Sum Insured
- The Increased Sum Insured is determined by increasing Basic Sum Insured at a simple rate of 10% p.a. at each Policy Anniversary for
 - o ten years or
 - o till the first Diagnosis of Cancer to the Life Insured, whichever is earlier
- Once a claim is admitted under the Policy, the Increased Sum Insured Benefit will cease and the Increased Sum Insured at the date of Diagnosis will remain constant for the remaining Policy Term

A. Benefits payable on Diagnosis of Early Stage Cancer or Carcinoma-in-situ (CIS):

Lumpsum Benefit:

- On Diagnosis of Early Stage Cancer or CIS during the Policy Term, a lumpsum benefit of 25% of Increased Sum Insured shall be payable
- A maximum of two claims of Early Stage Cancer or CIS (of different organs) are allowed under this plan subject to a maximum limit of Rs.10 Lakhs per claim
- There shall be a Cooling off Period of 1 year in between two claims of Early Stage Cancer or CIS
- However, no claim shall be paid for the same Early Stage Cancer or CIS for which a claim has been paid earlier, except for the Relapse of Cancer Benefit stated below

Relapse of Cancer Benefit: On Diagnosis of second instance of the Early Stage Cancer or CIS of the same organ during the Policy Term, following an earlier Diagnosis of the same Early Stage Cancer or CIS:

- An additional lumpsum benefit of 25% of the Increased Sum Insured shall be payable
- This benefit shall be paid only once during the Policy Term and shall be subject to a maximum limit of Rs. 10 Lakhs

• The Relapse of Cancer Benefit shall be paid only if the second Diagnosis is done after a complete remission period of 5 years of treatment for earlier claim of Early Stage Cancer or CIS.

Complete remission means there is no clinical, histological, radiological or biochemical evidence of malignant activity in any part of the body

 For availing the Relapse of Cancer Benefit, Life Insured should have already undergone the required medical treatment for the first Diagnosis of Early Stage Cancer or CIS. The remission compliance will be certified by a treating Oncologist

• Waiver of Premium (WOP) Benefit:

- Future premiums shall be waived off for next three years or up to the remaining Policy Term, whichever is earlier, in case of valid claim of Early Stage Cancer or CIS or Relapse of Cancer
- This benefit shall be effective from the next premium due date immediately following the date of Diagnosis
- The Policyholder has to resume payment of premiums if the outstanding Policy Term is more than three years at the time of Diagnosis of Early Stage Cancer or CIS or Relapse of Cancer
- The premium will be charged at the prevailing premium rates on the due date, as approved by IRDAI under the product

B. Benefits payable on Diagnosis of Major Stage Cancer:

Lumpsum Benefit:

- On Diagnosis of Major Stage Cancer during the Policy Term, a lumpsum benefit of 100% of Increased Sum Insured shall be payable
- This benefit shall be paid irrespective of any claims of Early Stage Cancer or CIS or Relapse of Cancer paid under the Policy

Income Benefit:

- Income benefit of 1% of Basic Sum Insured per month, shall be payable for a fixed period of five years starting from the next monthly Policy immediately following the date of Diagnosis
- Income benefit shall continue to be paid for 5 years irrespective of the death of the Life Insured or expiry of the Policy Term
- In case of the death of the Life Insured during the income benefit period, the remaining income benefit payouts shall continue to be paid to the Claimant
- The Claimant shall have an option to take the remaining income benefit payouts as a lumpsum amount. This shall be the discounted value of the future income benefit payments at the prevailing Revival interest rate used by the Company

On payment of benefits under Major Stage Cancer, the Policy will terminate.

3.1.3. Little Star Option

This option is available for Life Insured with 5 to 17 years of Age for a fixed Basic Sum Insured of Rs. 10 Lakhs. Under this option, the Basic Sum Insured shall remain the same during the Policy Term.

The benefits applicable under this option depend upon the Attained Age of the Life Insured during the Policy Term.

1. From Policy Inception till Policy Anniversary after attaining 18 years of age:

i. Benefits payable on Early Stage Cancer or CIS

• No Benefit is payable on Diagnosis of Early Stage Cancer or CIS

ii. Benefits payable on Major Stage Cancer

• On Diagnosis of Major Stage Cancer a fixed lumpsum benefit of Rs. 10 Lakhs shall be payable

On payment of benefits under Major Stage Cancer, the Policy will terminate

- 2. From Policy Anniversary after attaining 18 years of Age (provided no prior claim has been paid) till the remaining Policy Term:
 - A. Benefits payable on Diagnosis of Early Stage Cancer or Carcinoma-in-situ (CIS):

Lumpsum Benefit:

- On Diagnosis of Early Stage Cancer or CIS during the remaining Policy Term, a lumpsum benefit of Rs. 2.5 Lakhs shall be payable
- A maximum of two claims of Early Stage Cancer or CIS (of different organs) are allowed under this plan
- There shall be a Cooling off Period of 1 year in between two claims of Early Stage Cancer or CIS
- However, no claim shall be paid for the same Early Stage Cancer or CIS for which a claim has been paid earlier, except for the Relapse of Cancer Benefit stated below

Relapse of Cancer Benefit: On Diagnosis of second instance of the Early Stage Cancer or CIS of the same organ during the Policy Term, following an earlier Diagnosis of the same Early Stage Cancer or CIS:

- An additional lumpsum benefit of Rs. 2.5 Lakhs shall be payable
- This benefit shall be paid only once during the Policy Term
- The Relapse of Cancer Benefit shall be paid only if the second Diagnosis is done after a complete remission period of 5 years of treatment for earlier claim of Early Stage Cancer or CIS Complete remission means there is no clinical, histological, radiological or biochemical evidence of malignant activity in any part of the body
- For availing the Relapse of Cancer Benefit, Life Insured should have already undergone the required medical treatment for the first Diagnosis of Early Stage Cancer or CIS. The remission compliance will be certified by a treating Oncologist

Waiver of Premium (WOP) Benefit:

- Future premiums shall be waived off for next three years or up to the remaining Policy Term, whichever is earlier, in case of valid claim of Early Stage Cancer or CIS or Relapse of Cancer
- This benefit shall be effective from the next premium due date immediately following the date of Diagnosis
- The Policyholder has to resume payment of premiums if the outstanding Policy Term is more than three years at the time of Diagnosis of Early Stage Cancer or CIS or Relapse of Cancer
- The premium will be charged at the prevailing premium rates on the due date, as approved by IRDAI under the product

B. Benefits payable on Major Stage Cancer:

- Lumpsum Benefit:
 - On Diagnosis of Major Stage Cancer during the Policy Term. a lumpsum benefit of Rs. 10 Lakhs shall be payable

• This benefit shall be paid irrespective of any claims of Early Stage Cancer or CIS or Relapse of Cancer paid under the Policy

Income Benefit:

- Income benefit of Rs. 10,000 per month, shall be payable for a fixed period of five years starting from the next monthly Policy Anniversary immediately following the date of Diagnosis
- Income benefit shall continue to be paid for 5 years irrespective of the death of the Life Insured or expiry of the Policy Term
- In case of the death of the Life Insured during the income benefit period, the remaining income benefit payouts shall continue to be paid to the Claimant
- The Claimant shall have an option to take the remaining income benefit payouts as a lumpsum amount. This shall be the discounted value of the future income benefit payments at the prevailing Revival interest rate used by the Company

On payments of benefits under Major Stage Cancer, the Policy will terminate.

3.1.4. Maturity Benefit

There is no maturity benefit under this Policy.

3.1.5. Death Benefit

There is no Death Benefit under this Policy.

3.2. Premium details

3.2.1. Payment of premium

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

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.

Collection of advance premium shall be allowed in this Policy provided due premiums are collected in the same financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, We may collect the same for a maximum period of 3 months in advance of the due date of the premium.

3.2.2. Mode of payment of premium

The modes of premium payment can be by cash, cheque, debit/credit card, ECS (Electronic Clearing System)/NACH (National Automated Clearing House), online payment, demand draft, Salary Deduction Scheme (SDS) or direct debit or any other as prescribed by Us. Quarterly and monthly frequencies of premium payment are allowed only if the premiums are paid electronically, like through ECS/NACH.

The Policyholder may request to change the mode and frequency of payment of premiums on any Policy Anniversary date during the Premium Payment Term. The Company, at its sole discretion, may agree to accept the payment of the premium in any premium frequency (yearly / half-yearly / quarterly / monthly) as requested by Policyholder. The amended Schedule notifying the changed Installment Premium shall be issued to the Policyholder.

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

In case the Policyholder has opted for ECS or NACH mode for premium payment, the Policyholder shall have the option to withdraw from ECS/NACH mode at least 15 days prior to the premium due date.

3.2.3. Premium Payment Frequency

The Policyholder can pay premium either in yearly, half-yearly, quarterly or monthly frequency.

3.2.4. Premium Loading

When the Premium Payment Frequency is half-yearly, quarterly or monthly, loading on premium will be applicable as per the table:

Frequency	Yearly	Half- yearly	Quarterly	Monthly
Loading	0%	1.50%	2.25%	3.00%

3.2.5. Premium Guarantee

The premium rates are guaranteed for a period of five years from the Date of Commencement of Risk and the same can be reviewed subject to prior IRDAI Approval.

Any revision in the premium rates shall be notified to You at least three months prior to the date of such revision. If You are not willing to continue the Policy with the revised premium rates, the Policy shall Lapse and no benefits shall become payable thereafter.

3.2.6. Grace Period for payment of premium

There is a Grace Period of 30 days (15 days for monthly mode) from the due date of first unpaid premium. Where the premium is not paid on or before due date, benefit under this Policy shall not be available for the period beginning on premium due date and ending on date of premium payment.

3.2.7. Premium Discontinuance

It is advised to pay the premiums on or before the premium due date in order to continue the benefits under the Policy. However, in case the Policyholder is unable to pay the premiums, then Policyholder can pay the premium within the Grace Period, post the premium due date. If the Policyholder discontinues the payment of premiums, the Policy will be treated as Lapsed and all the benefits under this Policy will cease.

3.2.8. Policy Revival

A Policy in Lapsed state can be revived within five years from the due date of first unpaid premium, but before the date of maturity of the plan, by paying the arrears of premiums along with the applicable Revival interest subject to Board Approved Underwriting Policy. The Revival interest rate applicable on Your Policy shall be set by Us subject to IRDAI approval. The Company reserves the right to revise the applicable interest rate less frequent than annual subject to IRDAI approval.

The Revival of the Policy will be subject to Company's Board approved underwriting Policy. If a Lapsed Policy is not revived by end of the Revival Period, the Policy shall be terminated. If a Policy is revived the premiums for Revival shall be based on the premium rate applicable when the premiums were due.

Waiting Period of 180 days will be applicable from the date of Revival for every Revival during the Policy Term. No benefit shall be payable if signs or symptoms, or Diagnosis of Early Stage Cancer or CIS or Relapse of Cancer or Major Stage Cancer to the Life Insured occurs during this Waiting Period.

3.2.9. Employee Discount

Existing employees of companies under Anil Dhirubhai Ambani Group will get a premium discount of 10% of the first year premium. No discount is applicable on renewal premiums.

4. Part D

4.1. Free look

In case You are not agreeable to any of the terms and conditions under this product, You shall have the option to return the Policy to Us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If You have purchased the Policy through the Distance Marketing mode, this period shall be 30 days. On receipt of the letter along with the original Policy Document, We shall arrange to refund You the premium amount paid subject to deduction of the expenses incurred by Us on medical examination (if any) and stamp duty (if any). A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal shall have to be made for a new Policy.

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

- i. Voice mode, which includes telephone-calling
- ii. Short Messaging 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

4.2. Loans

Loans will not be available with this plan.

4.3. Paid-up Value:

There is no paid-up value under this Policy.

4.4. Surrender Benefit

Surrender means voluntary termination of the Policy by You. No benefit shall be payable on Surrender of Your Policy.

4.5. Upon death of Policyholder and change in Policyholder

- If You and the Life Insured are different then, upon Your death, no benefits shall become payable under the Policy unless Your legal heirs choose to continue to avail the benefits under the Policy, by paying the due premiums to Us and by submitting the requisite documents as specified by Us and subject to other conditions prescribed by Us from time to time
- 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 shall 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
- From the date of Our written endorsement confirming the Life Insured as the Policyholder, the existing Policyholder shall automatically cease to have any rights, benefits or obligations under the Policy and all rights, benefits and obligations shall vest entirely with the Life Insured

5. Part E

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

6. Part F

General Terms and Conditions

6.1. Plan Benefit

- Under Little Star option, the Proposer can be either of the parents. The cover to minor lives will be as per board approved underwriting guidelines. The ownership of the Policy shall vest on the Life Insured on attainment of Age 18
- If the Life Insured is diagnosed with more than one condition of Cancer under this Policy within a period of 48 hours, only one claim with the highest benefit pay-out will be admissible
- Claim payment shall only be made with confirmatory Diagnosis of the Early Stage Cancer or CIS (including relapse of Cancer) or Major Stage Cancer, while the insured is alive
- A claim would not be admitted if the Diagnosis is made post mortem.
- Kindly refer to Annexure A for list of Cancer related definitions and exclusions under this Policy

6.2. Waiting Period

Waiting Period of 180 days will be applicable from the Date of Commencement of Risk and from the date of Revival for every subsequent Revival during the Policy Term. No benefit shall be payable if signs or symptoms, or Diagnosis of Early Stage Cancer or CIS or Major Stage Cancer to the Life Insured occurs during the Waiting Period.

6.3. Survival Period

There is no survival period applicable in respect of any of the benefit payments under this Policy.

6.4. Diagnosis

A process of determining by examination of the causes of illnesses. It is an investigative analysis made by a physician based upon various medical tests including but not limited to radiological, clinical, and histological or laboratory tests acceptable to the Company In the event of any doubt regarding the appropriateness or correctness of the Diagnosis, We will have the right to call for the Life Insured's examination and/or the evidence used in arriving at such Diagnosis, by a Medical Practitioner or an independent expert selected by Us. The opinion of such an expert as to such Diagnosis shall be binding on both You and Us

6.5. Alterations

The Basic Sum Insured, Policy Term, Premium Payment Term and plan option cannot be altered after commencement of the Policy. Premium payment mode and Premium Payment Frequency can be changed only on the Policy Anniversary.

6.6. Claims

On Diagnosis of Cancer of the Life Insured, the Claimant should intimate the Company in writing within 90 days, from the date of Diagnosis. We shall be provided the following necessary information and documents of all claims of such Diagnosis or Surgery or treatment, as applicable:

6.6.1. List of documents for all Cancer Claims:

- a. Certificate from the attending Medical Practitioner of the Insured Person confirming, inter alia,
 - i. Name of the Life Insured;
 - ii. Name, date of occurrence and medical details confirming the event giving rise to the Claim.
 - iii. Written confirmation from the treating Medical Practitioner that the event giving rise to the claim does not relate to any Pre-Existing Disease or any Illness or Injury which was diagnosed within the first 180 days of Date of Commencement of Risk or within 180 days from Date of every subsequent Revival with Us.
- b. Original and copy of Policy Document;

- c. Duly completed claim form;
- d. Original Discharge Certificate/Death Summary/Discharge Card from the Hospital/Medical Pract itioner/Indoor case papers;
 - i. Hospital Discharge Card photocopy
 - ii. Hospital Bills photocopy
 - iii. Pharmacy/Investigations Bills
 - iv. Investigations Reports
 - v. Details of the treatment received by the Insured Person from the inception of the ailment
 - vi. Letter from treating consultant stating presenting complaints with duration and past medical history
 - vii. Histopathology / Cytology / FNAC / Biopsy /Immuno- histochemistry reports
 - viii. X-Ray / CT scan / MRI scan / USG /Radioisotope / Bone scan Reports
 - ix. Blood Tests
 - x. Any other specific investigation done to support the Diagnosis like the PAP Smear / Mammography, etc.
- e. Photo ID Proof of Insured/ Nominee;
- f. Address Proof of Insured / Nominee;
- g. KYC documents and 2 recent coloured passport size photographs of Insured/ Nominee as per the Anti Money Laundering (AML) Guidelines of the Company
- h. Signed NEFT mandate along cancelled cheque copy of Insured/Nominee
- i. Any other documents as may be required by Us

In case of Diagnosis of Early Stage Cancer or CIS/ Major Stage Cancer/Relapse of Cancer in a jurisdiction outside India, We will honour the claim subject to providing satisfactory evidence of Diagnosis and treatment (if required) and submission of necessary information and documents of all claims of such Diagnosis or Surgery or treatment as applicable.

Company reserves the right to call for any additional / other document which may be relevant, including documents/ information concerning the title of the person claiming Benefits under this Policy, as may be required by the Company.

If the Claim is not notified to Us within the time period specified above, then We shall be provided the reasons for the delay in writing. We shall condone such delay on merits where the delay has been proved to be for reasons beyond the Claimant's control.

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

The Company shall settle the claim within 30 days (45 days in case of claim warranting an investigation) from the date of receipt of last necessary document in accordance with the provisions of Regulation 27 of IRDAI (Health Insurance) Regulations, 2016. In the case of delay in the payment of a claim, the Company shall pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.

6.7. Suicide

No benefit shall be payable under this Policy in case of suicide.

6.8. Tax benefit

Premiums paid under Reliance Nippon Life Cancer Protection Plus are eligible for tax deduction, subject to the applicable tax laws and conditions. Income tax benefits under this plan shall be applicable as per the prevailing Income Tax Laws and are subject to amendments from time to time. Kindly consult a tax expert.

6.9. Taxes, duties and levies and disclosure of information

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

6.10. 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 - C for reference]

6.11. 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 – D for reference]

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

6.12. Proof of Age

The Age of the Life Insured has been admitted on the basis of the declaration made by the Policyholder/ Life Insured in the proposal and/or in any statement based on which this Policy has been issued. The Policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.

- If the Age of the Life Insured as on the Policy Commencement Date is found to be higher than the maximum, or lower than the minimum, entry Age that was permissible under this plan then the Company shall cancel the Policy immediately..
- If the Age of the Life Insured is found to be different from that declared but within the Age limits of the plan of this Policy then:
 - In case the correct Age is found to be lower, the Company may refund the difference in premiums without interest or increase the benefits which would have been due as per the correct Age
 - In case the correct Age is found to be higher, the Company may intimate the Policyholder to pay the difference in premiums along with the applicable interest from inception or shall reduce the Policy benefits which would have been due as per the correct Age

6.13. Special provisions

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

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

• The Insurance Act, 1938, as amended from time to time. Reliance Nippon Life Insurance Co. Ltd. IRDAI Registration No. 121 Policy Document Reliance Nippon Life Cancer Protection Plus_UIN – 121N119V01 Modified Version dated 23.01.2020

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

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

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

RNLIC also 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.

6.15. Mode of payment of benefits

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

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

6.16. 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.

6.17. 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.

6.18. Fraud/ Misstatement of a Material Fact and Forfeiture

The Policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.

6.19. Loss of Policy Document

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

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

6.20. 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. 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.

6.22. 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 Policyholder

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.

ii. In case of the Company

To Reliance Nippon Life Customer Service

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

Reliance Nippon Life representatives may be contacted on Customer Care number 18001021010 (Toll free).

Email: rnlife.customerservice@relianceada.com

6.22.1. 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 by anyone (including an insurance advisor) except by a Policy endorsement signed by an officer of the Company authorized for the purpose. This Policy Document constitutes the complete contract of insurance.

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

7. Part G

7.1. Governing laws and jurisdiction

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

7.2. Primacy of the Policy Document

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

7.3. Grievance Redressal

Step 1: If You are dissatisfied with any of Our services, please feel free to contact Us through any of the below means-

i. 18001021010 (Toll free)

Call centre timings: 9 am to 6 pm Monday to Saturday

or Email: rnlife.customerservice@relianceada.com OR

- ii. Contact the Customer Service Executive at Your nearest branch of the Company **OR**
- iii. Write to: Reliance Nippon Life Customer Care

Reliance Nippon Life Insurance Company Limited

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

If Your complaint is unresolved for more than 10 days,

Step 2: Please contact Our Branch Manager/ Zonal Operations 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 <u>rnlife.headcustomercare@relianceada.com</u> or at the address mentioned above.

If You are still not happy with the solution offered,

Step 4: Write to Our Grievance Redressal Officer at <u>rnlife.gro@relianceada.com</u> 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.

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

If You are not satisfied with the response or do not receive a response from Us within 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: 1800 4254 732

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 of India Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500 032

7.5. Procedure for filing complaint with the Insurance Ombudsman

While We expect to satisfactorily resolve Your grievances, You may also at any time approach the Insurance Ombudsman. The Insurance Ombudsman may receive and consider any complaints under Rule 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 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 customers 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 or final reply has been sent 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 B of this Policy Document.

About Reliance Nippon Life Insurance Company Limited

Reliance Nippon 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.

CIN: U66010MH2001PLC167089

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

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 at Our Toll Free Number 1800 1021010 9 am to 6 pm Monday to Saturday
- 2. Fax number +91-22-30002222
- 3. Visit Us at www.reliancenipponlife.com or
- 4. Email Us at: <u>rnlife.customerservice@relianceada.com</u>

UIN for Reliance Nippon Life Cancer Protection Plus: 121N119V01

BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS

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

Annexure A: Definitions and Exclusions

Definitions:

The different stages of Cancer are defined as follows:

Carcinoma In Situ (CIS)

Carcinoma-in-situ shall mean first ever histologically proven, localized pre-invasion lesion where Cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in any one of the following covered organ groups, and subject to any classification stated:

- 1. Breast, where the tumour is classified as Tis according to the TNM Staging method;
- 2. Corpus uteri, vagina, vulva or fallopian tubes where the tumour is classified as Tis according to the TNM Staging method or FIGO (staging method of the Federation Internationale de Gynecologie et d'Obstetrique) Stage 0;
- 3. Cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or as Tis according to the TNM Staging method or FIGO Stage 0;
- 4. Ovary –include borderline ovarian tumours with intact capsule, no tumour on the ovarian surface, classified as T1aN0M0, T1bN0M0 (TMN Staging) or FIGO 1A, FIGO 1B
- 5. Colon and rectum; Penis; Testis; Lung; Liver; Stomach, Nasopharynx and oesophagus;
- 6. Urinary tract, for the purpose of in-situ Cancers of the bladder, stage Ta of papillary Carcinoma is included.

The Diagnosis of the Carcinoma in situ must always be supported by a histopathological report.

Furthermore, the Diagnosis of Carcinoma in situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical Diagnosis does not meet this standard.

Early Stage Cancers

Early Stage Cancers shall mean first ever presence of one of the following malignant conditions:

- 1. Prostate Cancer that is histologically described using the TNM Classification as T1N0M0 or Prostate Cancers described using another equivalent classification.
- 2. Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.
- 3. Tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification).
- 4. Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI Stage 0 or lower is excluded.
- 5. Malignant melanoma that has not caused invasion beyond the epidermis.
- 6. Hodgkin's lymphoma Stage I by the Cotswolds classification staging system.
- 7. The Diagnosis must be based on histopathological features and confirmed by a Pathologist.

Major Stage Cancer

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This Diagnosis must be supported by histological evidence of malignancy. The term Cancer includes leukemia, lymphoma and sarcoma.

The following are excluded:

i. All tumors which are histologically described as carcinoma in situ, benign, premalignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.

ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

iii. Malignant melanoma that has not caused invasion beyond the epidermis;

iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0

v. All Thyroid Cancers histologically classified as T1N0M0 (TNM Classification) or below;

vi. Chronic lymphocytic leukemia less than RAI stage 3

vii. Non-invasive papillary Cancer of the bladder histologically described as TaN0M0 or of a lesser classification,

viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

ix. All tumors in the presence of HIV infection.

Relapse of Cancer:

Carcinoma In Situ (CIS)

Carcinoma-in-situ shall mean second occurrence of histologically proven, localized pre-invasion lesion where Cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in any one of the following covered organ groups, and subject to any classification stated:

- 1. Breast, where the tumour is classified as Tis according to the TNM Staging method;
- 2. Corpus uteri, vagina, vulva or fallopian tubes where the tumour is classified as Tis according to the TNM Staging method or FIGO (staging method of the Federation Internationale de Gynecologie et d'Obstetrique) Stage 0;
- 3. Cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or as Tis according to the TNM Staging method or FIGO Stage 0;
- 4. Ovary –include borderline ovarian tumours with intact capsule, no tumour on the ovarian surface, classified as T1aN0M0, T1bN0M0 (TMN Staging) or FIGO 1A, FIGO 1B
- 5. Colon and rectum; Penis; Testis; Lung; Liver; Stomach, Nasopharynx and oesophagus;
- 6. Urinary tract, for the purpose of in-situ Cancers of the bladder, stage Ta of papillary Carcinoma is included.

The Diagnosis of the Carcinoma in situ must always be supported by a histopathological report. Furthermore, the Diagnosis of Carcinoma in situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical Diagnosis does not meet this standard.

Early Stage Cancers

Early Stage Cancers shall mean second occurrence of one of the following malignant conditions:

- 1. Prostate Cancer that is histologically described using the TNM Classification as T1N0M0 or Prostate Cancers described using another equivalent classification.
- 2. Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.
- 3. Tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification).
- 4. Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI Stage 0 or lower is excluded.
- 5. Malignant melanoma that has not caused invasion beyond the epidermis.
- 6. Hodgkin's lymphoma Stage I by the Cotswolds classification staging system. The Diagnosis must be based on histopathological features and confirmed by a Pathologist.

Exclusions:

No benefit under this Policy will be payable in respect of any Cancer resulting directly or indirectly from or in respect of any of the following:

- 1. Pre-Existing Condition: Defined as a Cancer condition (primary or metastatic); precancerous condition or related condition(s) for which the insured had signs or symptoms, and/or was diagnosed, and/or received Medical Advice/treatment within 48 months prior to the date on which the Policy was issued or reinstated whichever is later. Please note that Pre-Existing Condition not related to Cancer will not be excluded
- 2. Any condition directly or indirectly caused due to or associated with human T-cell Lymph tropic virus type III (HTLV-III or IITLB-III) or Lymphadinopathy Associated Virus (LAV) and its variants or mutants, Acquired

Immune Deficiency Syndrome (AIDS) whether or not arising out of HIV, AIDS related complex syndrome (ARCS) and all diseases/illness/injury caused by and/or related to HIV

- 3. Any condition directly or indirectly caused by or associated with any sexually transmitted disease, including Genital Warts, Syphilus, Gonorrhoea, Genital Herpes, Chalmydia, Pubic Lice and Trichomoniasis, whether or not arising out of conditions listed under exclusion 2 above
- 4. Any condition arising out of use, abuse or consequence or influence of any substance, intoxicant, drug, alcohol or hallucinogen
- 5. Narcotics used by the Insured Person unless taken as prescribed by a Medical Practitioner
- 6. Any Critical Illness caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack
- 7. Congenital external diseases, defects or Anomalies of the Insured
- 8. Any Critical Illness based on certification/Diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline that he is licensed for, or any Diagnosis or treatment that is not scientifically recognized or Unproven/Experimental Treatment, or is not Medically Necessary or any kind of self-medication and its complications

Annexure B: Insurance Ombudsman

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

Address of Ombudsman:

Office of the Ombudsma	ar Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2 nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- <u>bimalokpal.bengaluru@gbic.co.in</u>	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- bimalokpalbhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.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 / 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).

DELHI	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:- bimalokpal.delhi@gbic.co.in	State of Delhi
ERNAKULAM	Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulum@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
GUWAHATI	Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2132204 / 2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and 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.:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam – a part of the Union Territory of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@gbic.co.in	State of Rajasthan.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331 Fax:- 0522-2231310. Email:- bimalokpal.lucknow@gbic.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur,

MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/889 Fax:- 022-26106052 Email:- bimalokpal.mumbai@gbic.co.in	Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar. States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@gbic.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh:. Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- bimalokpal.pune@gbic.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Annexure C: 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.
- 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.]

Reliance Nippon Life Insurance Co. Ltd. IRDAI Registration No. 121

Annexure D: 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 there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
- 9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the Policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance Policy.
- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the Policy

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

- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the Policy
 - c. obtain loan under the Policy or Surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before 26.12.2014, the date when insurance law was amended, shall not be affected by this section.

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

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Appendix E: 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.

[Disclaimer: This is not a comprehensive list of all the subsection of the Section 45 of the Insurance Act, 1938, as amended from time to time 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.]

Name and Signature of the Appointed Actuary:

Pradeep Kumar Thapliyal Place: Mumbai Date:

Counter Signature of the principal officer along with name, and Company's seal.

Ashish Vohra Chief Executive Officer Place: Mumbai Date: