A Non-Linked, Non-Participating Individual Pure Risk Life Insurance Plan

1. Part A

Forwarding Letter

< <ownername></ownername>	>>
< <addrs1>></addrs1>	
< <addrs2>></addrs2>	
< <addrs3>></addrs3>	
< <addrs4>></addrs4>	
< <addrs5>></addrs5>	
< <postcode>></postcode>	Telephone No.: << Telno >>
	-

Customer Service Centre

<<CSC Adrs>>

Policy No.	< <contrno>></contrno>
Client Id	< <la number="">></la>
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 Reliance Nippon Life Digi-Term Insurance Plan (UIN – 121N135V03).

Your Policy Document comprises the following documents:

- First Premium Receipt
- Policy Schedule
- Copy of the filled up out proposal form
- Benefit Illustration
- Policy Terms & Conditions

We request You to preserve the Policy Document as it would be required at the time of claim. Your Policy provides Benefits as described in Part C of the Policy Document. In case You notice any discrepancy or for any Policy servicing / claims related queries, please contact Us immediately. You can contact Our Toll-free number 1800 102 1010 between 9.00 am to 6.00 pm, Monday to Saturday, or visit Our nearest branch office for further assistance.

Free look provision: In the event you are in disagreement with the terms, or conditions stipulated in the Policy Document, you may wish to opt out of this plan, by stating the reasons of your disagreement in writing and return the Policy to the Company within 30 days of its receipt, for cancellation. You are requested to take appropriate acknowledgement of your request letter and return of Policy. In which event, the Company will refund the premium paid subject to a deduction of a proportionate risk premium for a period of cover less expenses incurred by the Company on your medical examination, if any, and stamp duty charges.

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

Any request received for Free look cancellation of the Policy shall be processed and premium refunded within 15 days of receipt of the request.

The details of Your agent/intermediaries are displayed below.

Insurance Agent/Corporate Agent/Broker/Web Aggregator/Insurance Marketing Firm(IMF) Details Insurance Agent/Corporate Agent/Broker/Web Aggregator/IMF Code: << Agent No >>

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

Please note that for direct sale by Reliance Nippon Life Insurance Company Limited, kindly contact Our tollfree number 1800 102 1010 between 9.00 am to 6.00 pm, 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.

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.

We are delighted to bring to You the convenience of Lifeline – Your personal online account with Reliance Nippon Life. Your Lifeline account provides You a one-window access to any information related to Your Policy. 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.

You may access your account by registering on <u>www.reliancenipponlife.com</u>, and follow a 3 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 Date of Birth

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

Yours sincerely,

<<Signature>>

Authorised Signatory

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1.1. Policy Preamble

Policy Terms and Conditions and Exclusions within referred to

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

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

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

1.2. Policy Schedule – Reliance Nippon Life Digi-Term Insurance Plan THIS SCHEDULE MUST BE READ IN CONJUCTION WITH THE ACCOMPANYING POLICY DOCUMENT.

Personal Details								
				Name of Lif	e Assured: «	»		
Name of Policyholder: « »			Address of Life Assured: « »					
Address of Policyho				Client ID of	Life Assured	d: « »		
Client ID of Policyh				Date of Birt	h of Life Ass	ured: « »		
Date of Birth of Pol				Gender of L	ife Assured:	« »		
Age at entry of Poli	•			Age at entry	of Life Assu	ured: « yrs »		
Age at entry of 1 on	cynolder. «	y15 //		Age Admitte	ed: «Y/N»			
				Policy sourc	ed by Distan	ce Marketing	g: «Y/N»	
Contract Details								
Policy no : «contrac	t number »			Plan option : « »				
Date of Commencer	ment of Pol	icy : « »		Life Stage Benefit: «Y/N»				
Date of Commencement of risk : « »				Frequency o	of premium p	ayment : « >	»	
Policy Maturity Dat	e:« »			Annualised	Premium: Rs	.« »		
Policy Term : « yrs	»			Total Insta	llment Pren	nium for ye	ear 1 (incl	l. rider(s)
Premium Payment	Гerm : « yrs	»		premium, any extra premium and GST): Rs « »				
Policy Anniversary	Date: « dd/	mm »		Total Installment Premium year 2 onwards (incl. GST) : Rs				
Premium due on : « »			« »					
			Employee: «	×Y/N »				
Benefit	Base/	Base/Rider		Installment		Total	Base/Rider	Due Date
	Rider		Premium	Premium		Installment		of last
	Sum		Payment		• ·	Premium for	1	premium
					(Rs.) (B)	year 1		

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	Assured	Policy	Term	for year 1		(Rs.) (A+B)	Policy	
	(Rs.)	Term	(Years)	(Rs.) (A)			Maturity	
		(Years)					Date	
< <base policy=""/> >								
< <uin product<="" td="" –=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></uin>								
UIN>>								
« Rider 1 with								
UIN »								
« Rider 2 with								
UIN »								
« Rider 3 with								
UIN »								
« Rider 4 with								
UIN »								
Total Installment Premium for Year 1						« »		
Total Installment Premium for Year 2 onwards:						« »		

If any rider is opted with this Policy, the Rider terms and conditions will be attached as an annexure and will form part of the Policy Document

Benefits payable	
Plan option	« Life Secure Option Enhanced Life Secure Option Life & Income Secure (Level
	Income Benefit) Option Life & Income Secure (Increasing Income Benefit) Option
	Whole Life Secure Option »
Death Benefit	Sum Assured on Death;
	< <pre><<pre>clus Monthly Income Benefit Rs. «</pre></pre>
	displayed if chosen Plan option is Life & Income Secure (Level Income Benefit) >>
	< <pre><<pre>clus Monthly Income Benefit Rs. « » p.m. payable for 10 years, monthly income</pre></pre>
	increases at 10% p.a. (simple interest)>> << to be displayed if chosen Plan option
	is Life & Income Secure (Increasing Income Benefit) >>
	< <base 5%="" a="" assured="" at="" by="" each="" increases="" of="" p.a.="" policy<="" rate="" simple="" sum="" td=""/>
	Anniversary subject to a maximum increase of 100% of Base Sum Assured chosen
	at Date of Inception of Policy.>> << to be displayed if chosen Plan Option is
	Enhanced Life Secure>>

Nominee Details (under Section 39 of the Insurance Act 1938 as amended from time to time) (If applicable) and Appointee details (If applicable)					
Name of the Nominee	Nominee Age	Relationship with the Policyholder	Percentage Share	Name of the Appointee (In case the	Appointee Age

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				Nominee is a Minor	
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »
		Total	100%		

Date of Policy Issuance:

Place:

Reliance Nippon Life Insurance Company Limited

(Signature of Authorized Signatory)

UIN of Reliance Nippon Life Digi-Term Insurance Plan: 121N135V03

Reliance Nippon Life Insurance Company Limited (IRDAI Reg. No. 121) CIN: U66010MH2001PLC167089

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

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Key Feature Document

Key Benefits

 Plan options Plan option can be chosen. The Plan Option once chosen, cannot be altered later during the Policy Term: 1. Life Secure – In this plan option, Sum Assured on Death shall be payable in Lump Sum, on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. 2. Enhanced Life Secure – In this plan option, the Sum Assured increases by is simple rate of 5% p.a. at each Policy Anniversary subject to a maximum increase of 100% of Base Sum Assured chosen at Date of Inception of Policy. A Lump Sum benefit equal to applicable Sum Assured on Death shall be payable, or earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. 3. Life & Income Secure (Level Income Benefit) – In this plan option, Sun Assured on Death shall be payable in Lump Sum, plus a monthly income benefit for a period of 10 years shall be payable on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. 9. Under this option, monthly income shall be 0.5% of Base Sum Assured and it payable for a fixed period of 10 years. 4. Life & Income Secure (Increasing Income Benefit) – In this plan option, Sun Assured on Death shall be payable in Lump Sum, plus a monthly income benefit for a period of 10 years shall be payable on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. 9. Under this option, monthly income shall be 0.5% of Base Sum Assured, the monthly payout will increase yearly at a simple rate of 10% p.a. and shall be payable for a fixed period of 10 years. 5. Whole Life Secure – Under this option, Sum Assured on Death shall be	Key benefits	
 Plan options for a period of 10 years shall be payable on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. Under this option, monthly income shall be 0.5% of Base Sum Assured and is payable for a fixed period of 10 years. Life & Income Secure (Increasing Income Benefit) – In this plan option, Sum Assured on Death shall be payable in Lump Sum, plus a monthly income benefit for a period of 10 years shall be payable on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. Under this option, monthly income shall be 0.5% of Base Sum Assured, the monthly payout will increase yearly at a simple rate of 10% p.a. and shall be payable for a fixed period of 10 years. Whole Life Secure – Under this option, Sum Assured on Death shall be payable in Lump Sum and the Policy shall terminate on earlier of Policyholder's death or diagnosis of Terminal Illness, provided the Policy is In-force i.e. all due premiums have been paid. The Policy will terminate on payment of Benefits on earlier of Death or Diagnosis or Terminal Illness of the Life Assured. 		 Life Secure – In this plan option, Sum Assured on Death shall be payable in Lump Sum, on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. Enhanced Life Secure – In this plan option, the Sum Assured increases by a simple rate of 5% p.a. at each Policy Anniversary subject to a maximum increase of 100% of Base Sum Assured chosen at Date of Inception of Policy. A Lump Sum benefit equal to applicable Sum Assured on Death shall be payable, on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. Life & Income Secure (Level Income Benefit) – In this plan option, Sum
Maturity Benefit No Maturity Benefit is payable under this plan	Plan options	 option can be chosen. The Plan Option once chosen, cannot be altered later during the Policy Term: Life Secure – In this plan option, Sum Assured on Death shall be payable in Lump Sum, on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. Enhanced Life Secure – In this plan option, the Sum Assured increases by a simple rate of 5% p.a. at each Policy Anniversary subject to a maximum increase of 100% of Base Sum Assured chosen at Date of Inception of Policy. A Lump Sum benefit equal to applicable Sum Assured on Death shall be payable, on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. Life & Income Secure (Level Income Benefit) – In this plan option, Sum Assured on Death shall be payable in Lump Sum, plus a monthly income benefit for a period of 10 years shall be payable on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. Under this option, monthly income shall be 0.5% of Base Sum Assured and is payable for a fixed period of 10 years. Life & Income Secure (Increasing Income Benefit) – In this plan option, Sum Assured on Death shall be payable in Lump Sum, plus a monthly income benefit for a period of 10 years shall be payable on earlier of death of the Life Assured or on diagnosis of Terminal Illness during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid. Under this option, monthly income shall be 0.5% of Base Sum Assured, the monthly payout will increase yearly at a simple rate of 10% p.a. and shall be payable for a fixed period of 10 years. Whole Life Secure – Under this option, Sum Assured on Death shall be payable in Lump Sum and the Policy shall terminate on earl
	Maturity Benefit	No Maturity Benefit is payable under this plan

	 Upon diagnosis of Terminal Illness or in case of an unfortunate demise of the Life Assured during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid, the below benefit shall be paid as per the plan option chosen at Date of Inception of Policy. Sum Assured on Death, Plus, Monthly Income Benefit, is payable for a period of 10 years if the Policyholder has opted for either 'Life & Income Secure (Level Income
Death Benefit / Diagnosis of Terminal Illness	Benefit)' or 'Life & Income Secure (Increasing Income Benefit)' plan option at Date of Inception of Policy. Where Sum Assured on Death is highest of – (i) 10 times of Annualised Premium (ii) Absolute Amount Assured to be paid on Death (iii) 105% of Total Premiums Paid as on date of death
	Where Absolute Amount Assured to be paid on Death is equal to Base Sum Assured for all plan options except Enhanced Life Secure plan option.
	For Enhanced Life Secure plan option, Absolute Amount Assured to be paid on Death is equal to Base Sum Assured increased by simple rate of 5% p.a. at each Policy Anniversary subject to maximum increase of 100% of Base Sum Assured chosen at Date of Inception of Policy.

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Ley Service Features	
Nomination	The Life Assured can 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 Your Policy by an endorsement upon the Policy
Loans	Loan facility is not available under the Policy
Riders	For the enhanced protection following riders can be purchased with this Policy by paying additional Premiums < <rider 1="" uin="" with="">> <<rider 2="" uin="" with="">> <<rider 3="" uin="" with="">> <<rider 4="" uin="" with="">></rider></rider></rider></rider>
Change in Premium Payment Frequency	The Policyholder may pay premiums in yearly, half yearly, quarterly and monthly frequencies . The Premium Payment Frequency can be changed on any Policy Anniversary date during the Premium Payment Term
Premium payment mode	Premium can be paid through electronic mode only.
Customer service number	Call Us between 9 am to 6 pm, Monday to Saturday on 1800 102 1010 (Toll-free Number)
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 & Corporate 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 OR Reliance Nippon Life Insurance Company Limited, 7th Floor, Silver Metropolis, Off Western Express Highway, Goregaon East, Mumbai - 400 063 OR Contact our Customer Service Executive at Your nearest branch of the Company

Key Service Features

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2. Part B

2.1. Definitions

"Additional Sum Assured" means the amount by which the Sum Assured is increased under the "Increase Your Sum Assured" option under the Life Stage Benefit.

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

"Annualised Premium" means the due premium contribution as calculated and applicable for a Policy Year. Annualised Premium excludes underwriting extra premium, frequency loadings on premium if any, the premiums paid towards the Riders, if any and taxes and/or levies, if any.

"Appointee" is the person to whom the proceeds/Benefits secured under the Policy are payable if the benefit becomes payable to the Nominee and Nominee is Minor as on the date of claim payment.

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

"Assignee" is the person to whom the rights and Benefits are transferred by an Assignment.

"Base Policy / Policy/Policy Document" means this Reliance Nippon Life Digi-Term Insurance Plan Policy, which is the evidence of the contract between the Company and the Policyholder.

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

"Benefit Illustration" means an Annexure that illustrates the premiums and guaranteed and non-guaranteed Benefits of the proposed Policy.

"Benefits" means the Death Benefit, Surrender Benefit or any other benefit, as the case may be, applicable in the terms and conditions of this Policy.

"Claimant" means either the Life Assured or the Policyholder or the Nominee or the Assignee or the Appointee or the legal heir of the the Life Assured/ Policyholder / Assignee as the case may be.

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

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

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

"Date of Commencement of risk" means the date as mentioned in the Policy Schedule from which the insurance Benefits/rider Benefits, if any start under the Policy.

"Death Benefit" means the amount payable to the Claimant on death of the Life Assured as specified in Part C of the Policy Document.

"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 within the specified time period, he/she may cancel the Policy by returning it to the Company stating the reasons for his/her objections.

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

"**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

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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/In-force status" means a condition during the Policy Term, 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 or monthly mode as shall be applicable) by the Policyholder as consideration for acceptance of risk and Benefits specified as such in the Policy Document.

"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 will be paid when the Policy is in Lapse status.

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

"Lump Sum" means an amount (if chosen by the Life Assured) that will be paid out in the event of Life Assured's death.

"Maturity Date / Policy Maturity Date" means the date specified in the Policy Schedule on which the Policy Term expires.

"Medical Practitioner" A Medical Practitioner is 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 license. The person must be qualified in allopathic system of medicine and shall not be the Life Assured himself/herself.

"Minor" is a person who has not completed 18 years of age.

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

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

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

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

"Paid-up/Paid-up status" means a condition during the Policy Term, wherein the premiums have been paid in full for two or three consecutive years depending on the Premium Payment Term chosen by the Policyholder, as required under the Plan and the remaining due premiums have not been paid, rendering the Policy to continue at a reduced level of Benefits, as specified under the Plan.

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

"Policy Schedule/Schedule" means the attached Schedule that provides the details of your Policy benefits, the terms of the contract and details provided by you, along with all its annexures, 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 Policy Term specified as such in the Policy Schedule.

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

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

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"**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 during which the Policyholder is required to pay the premiums with respect to the Policy, to the Company and specified as such in the Policy Schedule.

"Regulation" means the extant laws that are applicable to this Policy.

"Revival of a Policy" means restoration of the Policy, which was discontinued due to the non-payment of

Premium, by the Company with all the Benefits mentioned in the Policy Document, with or without rider Benefits if any, upon the receipt of all the Premiums due and other charges or late fee if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Assured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board Approved Underwriting Policy

"Revival Period" means the period of five consecutive years from the date of first unpaid Premium but before the Policy Maturity Date, during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of premium.

"Sum Assured on Death" is the minimum amount guaranteed to be payable on death of the Life Assured as specified in Part C of the Policy Document.

"Surrender" means the complete withdrawal/ termination of the contract at the instance of the Policyholder **"Surrender Value"** means an amount, that is payable upon complete withdrawal of the entire Policy by the Policyholder.

"Terminal Illness" A Life Assured shall be regarded as terminally ill only if that Life Assured is diagnosed as suffering from a condition which, in the opinion of two independent Medical Practitioners' specializing in treatment of such illness, is highly likely to lead to death within 12 months. The Terminal Illness must be diagnosed and confirmed by Medical Practitioners' registered with the Indian Medical Association and approved by the Company. The Company reserves the right for independent assessment.

"Total Premiums Paid" means the sum of all premiums paid under the Policy, excluding any extra premiums, rider premiums along with taxes and cess, if any.

A Non-Linked, Non-Participating Individual Pure Risk Life Insurance Plan

3. Part C

3.1. Key Benefits

The Benefits mentioned below shall be applicable based on the plan option chosen by the Policyholder at Date of Inception of Policy and only one Plan option can be chosen. Once a Plan option is chosen, the Policyholder cannot alter the same subsequently.

3.1.1. Benefit on Death or Diagnosis of Terminal Illness

Upon diagnosis of Terminal Illness or in case of an unfortunate demise of the Life Assured during the Policy Term, provided the Policy is In-force i.e. all due premiums have been paid, following benefit shall be paid as per the plan option chosen at Date of Inception of Policy.

Plan option	Benefit on Death of the Life Assured / Diagnosis of Terminal Illness
Life Secure Enhanced Life Secure Whole Life Secure	Sum Assured on Death
Life & Income Secure (Level Income Benefit)	a. Sum Assured on Death; plusb. Level monthly income of 0.5% of Base Sum Assured shall be payable for a fixed period of 10 years
Life & Income Secure (Increasing Income Benefit)	 a. Sum Assured on Death; plus b. Increasing monthly income of 0.5% of Base Sum Assured with the monthly payout increasing every Policy Year, at a simple rate of 10% p.a. and shall be payable for a fixed period of 10 years

The monthly income, as applicable based on the Plan option chosen at Date of Inception of Policy, shall be payable in arrears and commence from the Policy's monthly anniversary subsequent to the Policy month of earlier of Life Assureds' death or diagnosis of Terminal Illness during the Policy Term. In the case of diagnosis of Terminal Illness, monthly income benefits (in addition to the Lump Sum benefit) shall be payable to the Policyholder and in case of death of Policyholder during monthly income benefit shall be payable to the Nominee. The monthly income benefit shall be payable even when the income payment period extends beyond the Policy Term. During the monthly income benefit period all future monthly income payments can be Surrendered in exchange for a Lump Sum. The Lump Sum shall be the discounted value of the future monthly income benefits at the prevailing revival interest rate.

Sum Assured on Death is highest of -

- (i) 10 times of Annualised Premium
- (ii) Absolute Amount Assured to be paid on Death
- (iii) 105% of the Total Premiums Paid as on the date of Death

Where "Absolute Amount Assured to be paid on Death" is equal to Base Sum Assured for all plan options except for Enhanced Life Secure plan option.

For Enhanced Life Secure plan option, "Absolute Amount Assured to be paid on Death" is equal to Base Sum Assured increased by simple rate of 5% p.a. at each Policy Anniversary subject to maximum increase of 100% of Base Sum Assured chosen at Date of Inception of Policy.

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The Policy will terminate on payment of Benefits on earlier of death or diagnosis of Terminal Illness.

3.1.2. Maturity Benefit

No Maturity Benefit is payable under this plan.

3.2. Other Benefits and features

3.2.1. Life Stage Benefit

A. Increase Your Sum Assured: - Under this feature, the Policyholder will have the option to increase the Sum Assured without undergoing any further underwriting upon the occurrence of the following events in the life of the Life Assured –:

Event	Additional Sum Assured (% of original Base Sum Assured)	Maximum Additional Sum Assured allowed
Marriage (first marriage only)	50%	Rs. 50,00,000
Birth/Legal adoption of 1 st child	25%	Rs. 25,00,000
Birth/Legal adoption of 2 nd child	25%	Rs. 25,00,000

The feature is available only if the Policyholder has chosen Life Secure plan option and the attained Age of the Life Assured is less than 45 years while exercising this option. Additional premium shall be payable based on the Additional Sum Assured.

B. Reduce Additional Sum Assured: The Policyholder has an option to reduce the Sum Assured in future equal to the Sum Assured increased under the Life Stage option, provided the attained Age of the Life Assured is equal to or greater than 45 years while exercising this option.

Any increase in Sum Assured due to first marriage, birth/adoption of first child or second child under this option, may be subsequently reduced subject to the written request. The reduction in Sum Assured will be effective from the Policy Anniversary falling immediately after the date of notification and the premium will be decreased at the same time.

Life Stage Benefit feature is only available with Life Secure Plan option, subject to following conditions

- The Policyholder has to choose this feature at the Date of Inception of Policy
- The Life Assured was underwritten as a standard life (i.e. individuals who have not been charged additional premiums in accordance with the Board approved underwriting policy of the Company due to medical conditions or other impairments) at Date of Inception of Policy or any subsequent revival.
- The benefit will be available only for the period of 180 days from date of the specified life stage events
- An additional premium will be charged for an increase in the Sum Assured

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- The premium rate applicable, for the Additional Sum Assured shall be as per the premium table "Incremental". This premium rate shall be based on the Age attained and outstanding Policy Term on annual Policy Anniversary following the date of exercising this option
- The benefit shall be available only if outstanding term is at least 5 years at the time of exercise of the option
- If any rider is attached to the Policy and the rider benefit, if any, has been paid during the Policy Term, then this option cannot be exercised
- Any Increase/Decrease in the Sum Assured shall be effective from the Policy Anniversary succeeding the option exercise date

3.2.2. Rider Benefits

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

<<Rider 1 with UIN>>

<<Rider 2 with UIN>>

<<Rider 3 with UIN>>

<<Rider 4 with UIN>>

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

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

The attached riders (if any) shall Lapse immediately when the Base Policy is Lapsed i.e. where the Base Policy has not acquired a Surrender Value. If the Base Policy is surrendered or forfeited then attached rider shall terminate immediately. If the Base Policy moves to Paid up status then the rider may move to paid up status subject to terms and conditions of the selected rider. If the Base Policy is reinstated, the riders may also be reinstated and all the terms and conditions applicable for the Base Policy revival shall also be applicable to the rider reinstatement.

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

3.3. Premium details

3.3.1. Payment of premium

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

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Premiums can be paid by Internet banking facility, Debit/Credit cards, E-Wallet or any other mechanism as prescribed by the Company/ IRDAI from time to time.

Amount and modalities will be subject to Company rules and relevant legislations or Regulations.

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

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

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

3.3.2. Advance Premium

Collection of renewal premium in advance shall be allowed in this Policy within the same financial year for the Premiums due in that financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, We may collect the same for a maximum period of 3 months in advance of the due date of the premium. The renewal premium so collected in advance shall only be adjusted on the due date of the premium subject to extant regulatory requirement.

3.3.3. Mode of payment of premium

The modes of premium payment can be by Debit/Credit Card, ECS/NACH, Online payment, Demand draft, Salary Deduction Scheme (SDS) or Direct debit or any other as prescribed by the Reserve Bank of India/ Company/IRDAI. Quarterly and monthly frequencies of premium payment are allowed only if the premiums are paid electronically such as ECS/NACH. In case the Policyholder has opted for Electronic Clearing System (ECS) or National Automated Clearing House (NACH) mode for premium payment, the Policyholder shall have the option to withdraw from ECS/NACH mode at least 15 days prior to the premium due date.

3.3.4. Premium Payment Frequency

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

Frequency	Yearly	Half yearly	Quarterly	Monthly
Frequency loading as % of Annualised Premium	0%	1.50%	2.25%	3.00%

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

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

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

3.3.5. Grace Period for payment of premium

There is a Grace Period of 30 days (15 days for monthly mode) from the due date of first unpaid premium. During the Grace Period the Policy shall continue to remain In-force along with all Benefits under this Policy and claim, if any, shall be payable subject to deduction of the due unpaid premium for the Policy Year.

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4. Part D

4.1. Free look

In the event, You are in disagreement with the terms, or conditions stipulated in the Policy Document, You may wish to opt out of this plan, by stating the reasons of Your disagreement in writing and return the Policy to the Company within 30 days of its receipt, for cancellation. You are requested to take appropriate acknowledgement of Your request letter and return of Policy. In which event, the Company will refund the premium paid subject to a deduction of a proportionate risk premium for a period of cover less expenses incurred by the Company on Your medical examination, if any, and stamp duty charges.

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

Any request received for Free look cancellation of the Policy shall be processed and premium refunded within 15 days of receipt of the request.

4.2. Loans

Loans will not be available with this plan.

4.3. Discontinuance of payment of premium

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

- a. If any premium remains unpaid after the expiry of the Grace Period and the Policy has not acquired the Surrender Value, the Policy status will be altered to Lapse status, the Death Benefit will cease immediately.
- b. No Benefits will be paid when the Policy is in Lapse status.
- c. If the Policy has acquired a Surrender Value and no future premiums are paid, the Policy may continue as Paid-up and the Benefits would be reduced.
- d. The Policy shall not acquire any Paid-up/Surrender Value for the following plan options
 - i. Life Secure
 - ii. Enhanced Life Secure
 - iii. Life & Income Secure (Level Income Benefit)
 - iv. Life & Income Secure (Increasing Income Benefit)

For these plan options, the Policy will be treated as Lapsed if the Policyholder discontinues the payment of Premiums.

e. Under the Whole Life Secure plan option, for a Paid-up Policy, the Benefits under the plan will be reduced as below:

Benefit on	When is it payable	Payout
Death / Diagnosis	Payable as Lump Sum on earlier of death or diagnosis of Terminal Illness during the Policy Term provided the Policy is in paid up status.	Paid up Sum Assured on Death

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	Payable immediately on the date of Surrender	
Surrender	during the Policy Term provided Policy is in	Refer to Surrender benefit Section 4.4
	Paid-up status	

Where, Paid-up Sum Assured on Death is as follows

Paid-up Sum Assured on Death = Sum Assured on Death multiplied by Paid-up factor

Paid-up Factor = Number of premiums paid divided by Number of premiums payable during the entire Policy Term

The Policy will be terminated once the benefit is paid i.e. on earlier of death or diagnosis of Terminal Illness or on Surrender.

4.4 Surrender Benefit

This section is applicable only for Whole Life Secure plan option.

For Whole Life Secure plan option, the Policy shall acquire a Surrender Value as specified below:

- For Premium Payment Term less than 10 years: If premiums have been paid in full for at least first two consecutive years. If full premiums are not received for at least the first two consecutive years, no Surrender Benefit shall be payable
- For Premium Payment Term greater than or equal to 10 years: If premiums have been paid in full for at least the first three consecutive years. If full premiums are not received for at least the first three consecutive years, no Surrender Benefit shall be payable

Surrender Value = 70% of Total Premiums Paid multiplied by (Maximum of 0 and (100 less age at Surrender)) divided by (100 less age at Entry)

4.5. Policy Revival

A Policy in Lapsed or Paid-up condition can be revived within a period of five years from the due date of first unpaid premium, but before the Maturity Date of the Base Plan. Base Plan along with the rider Benefits (if any) can be revived by paying the arrears of premiums along with the applicable interest. If the Base Plan is revived, the rider Benefits can be revived by paying the arrears of premiums under the riders with interest at the prevailing rate of interest. Prevailing interest rate shall be equal to 10-year G Sec benchmark interest rate as on the last working day of the previous financial year, rounded up to the nearest multiple of 25 basis points. For revival, interest rate for FY 20-21 is 6.25% p.aThe revival of the Policy will be subject to Board Approved Underwriting Policy of the Company. The Company reserves the right to revise the applicable interest rate less frequently than annual, subject to IRDAI approval. Please contact us to know the prevailing rate of interest for revival of policies.

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

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5. Part E

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

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6. Part F

6.1. Claims

The Company will pay the Death Benefit to the Claimant when it is satisfied with the identity and death or diagnosis of Terminal Illness of the Insured Person and all relevant provisions of the Policy have been met.

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

6.2. Requirements for Death claim or Diagnosis of Terminal Illness claim

To enable the Company to process the Death Benefit claim or Diagnosis of Terminal Illness claim under this Policy in a speedy manner, the Claimant shall endeavor to intimate the Company in writing of the claim and provide the following documents to the Company preferably within 90 days from the claim event. The Company may ask for additional explanations and documents, justifying the delay from the Claimants intimating the claim beyond specified period.

List of primary documents required in the event of a claim for Death Benefit / Diagnosis of Terminal Illness Benefit

- a. Original Policy Document
- b. Death certificate in original issued by the competent authority
- c. Hospitalization documents (discharge summary along with all investigation reports) if the Life Assured has taken treatment for Illness leading to death of the Life Assured
- d. For Terminal Illness Benefit, certificate with confirmation that Life Assured is suffering from a condition which, in the opinion of two independent Medical Practitioners' specializing in treatment of such Illness, is highly likely to lead to death within 12 months. The Terminal Illness diagnosed has to be confirmed by Medical Practitioners' registered with the Indian Medical Association and approved by the Company. The Company reserves the right for independent assessment.
- e. Claim Form (A) duly filled in by the Claimant; by the last treating doctor (if applicable) and by a third person (who is not a relative of the Claimant)
- f. KYC documents of the Claimant as per the Anti Money Laundering (AML) Policy of the Company
- g. Personalized Cancelled cheque leaf/ Self-attested passbook copy of the Claimant/ Bank Statement with last 6 months transaction
- h. Bank Authorization Form
- i. Overseas Claims form (A), Copy of Passport, Embassy Document, Cremation certificate, Body transfer certificate from police officials (Only if Life Assured is nonresident of India)
- j. FATCA CRS Form

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

- a. First Information Report
- b. Post Mortem Report
- c. Newspaper Clipping, where available

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- d. Viscera Report/Chemical Analysis Report, where applicable
- e. Final Police Investigation Report, where applicable
- f. Copy of Driving License if Life Assured was driving the vehicle at the time of the accident (applicable in case of accidental death)

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

The Company, at its discretion/judgement, may consider payment of the claims where the relevant documents are not submitted by the Policyholder / Claimant due to reasons beyond the control of The Policyholder/ Claimant provided there are valid reasons for the non-submission of the relevant documents and it is satisfied on the genuineness of the claim.

6.3. Suicide Exclusion

In case of death of the Life Assured due to suicide, whether sane or insane, within 12 months:

- i. From the Date of Commencement of risk of the Policy , the Claimant shall be entitled to 80% of Total Premiums Paid as on the date of death, provided the Policy is In-force.
- ii. From the date of Revival of the Policy, the Claimant shall be entitled to 80% of the Total Premiums Paid till the date of death or Surrender Value as on the date of death, whichever is higher provided the Policy is In-force.

6.4. Tax benefit

Premiums paid under Reliance Nippon Life Digi-Term Insurance Plan and rider(s) opted for, if any, may be eligible for income tax exemptions, subject to the applicable income tax laws and conditions. Income tax Benefits under this plan and rider Benefits, if opted for shall be applicable as per the prevailing Income Tax Laws and are subject to amendments from time to time. Kindly consult a tax expert.

6.5. 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 polices and deposit the amount so deducted or directed, with the appropriate governmental or Regulatory Authorities without informing the Policyholder, if so directed by the authority.
- b. It shall be the responsibility of the Policyholder to satisfy himself and ensure that the payment of the additional premium does not adversely affect his entitlement or claim for tax Benefits, if any, available or admissible under this Policy.

6.6. Nomination

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

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

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6.7. Assignment

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

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

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

6.8. Proof of Age

The age of the Life Assured has been admitted on the basis of the declaration made by the Policyholder/ Life Assured in the Proposal and/or in any statement based on which this Policy has been issued.

- If the age of the Life Assured as on the Date of Commencement of Policy is found to be higher than the maximum or lower than the minimum entry age basis declaration made by the Policyholder/Life Assured, that was permissible under this plan then the Company shall cancel the Policy immediately and shall refund all premiums paid.
- If the age of the Life Assured is found to be different from that declared basis declaration made by the Policyholder/Life Assured, but but within the age limits of the plan of this Policy then:
 - In case the correct age is found to be lower, the Company shall refund the difference in premiums without interest or increase the Benefits which would have been due as per the correct age
 - In case the correct age is found to be higher, the Company shall intimate the Policyholder to pay the difference in premiums along with the applicable interest from Date of Inception of Policy or shall reduce the Policy Benefits which would have been due as per the correct age

6.9. Special provisions

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

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

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

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

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

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.

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6.11. Mode of payment of Benefits

All Benefits (claims/ 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/ RNLIC/IRDAI.

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

6.12. Valid discharge

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

6.13. Limitation of liability

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

6.14. Fraud, Misstatement of a Material Fact and Forfeiture

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

6.15. Loss of Policy Document

If the Policy Document is lost or misplaced, Policyholder should submit to Us a written request stating the fact and the reason for the loss. The Company reserves the right to undertake such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder as it considers necessary before issuing a copy of the Policy Document. If We are satisfied that the 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.

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6.16. Waiver

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

6.17. Electronic transaction

The Policyholder shall adhere to and comply with all such terms and conditions as prescribed by 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, teleservice 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.

6.18. Notice under the Policy

i. In case of the Policyholder

Any of the notices required to be issued by the Company 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/ Company branch offices.

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

ii. In case of the Company

To Reliance Nippon Life Customer Service

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

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

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

Email: rnlife.customerservice@relianceada.com

6.19. Entire Contract

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

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The Provision of this Policy cannot be changed or varied by anyone 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. A Non-Linked, Non-Participating Individual Pure Risk Life Insurance Plan

7. Part G

a. Governing laws and jurisdiction

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

b. 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 the Policy Document shall prevail over all other terms and conditions contained in various other documents.

c. Grievance Redressal

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

Step 1.1: Call Us at 1800 102 1010 (Toll free); Call centre timings: 9am to 6 pm Monday to Saturday or Email: rnlife.customerservice@relianceada.com **OR**

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

Step 1.3: Write to: Reliance Nippon Life Customer Care

Reliance Nippon Life Insurance Company Limited

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

G Block, BKC Main Road, Bandra Kurla Complex,

Bandra East, Mumbai – 400051

OR

Reliance Nippon Life Insurance Company Limited

7th Floor, Silver Metropolis, Off Western Express Highway,

Goregaon East, Mumbai - 400 063

If Your complaint is unresolved for more than 10 days,

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

If You are unhappy with the solution offered,

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

If You are still not happy with the solution offered,

Step 4: Write to Our Grievance Redressal Officer at rnlife.gro@relianceada.com or at the address mentioned above.

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

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

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

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

IRDAI 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:

Insurance Regulatory and Development Authority of India Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500 032

e. Procedure for filing complaint with the Insurance Ombudsman

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

Duties and functions of Insurance Ombudsman (as per Rule 13 of Insurance Ombudsman Rules, 2017):

- 1. The Ombudsman shall receive and consider complaints or disputes relating to:
 - a. delay in settlement of claims, beyond the time specified in the Regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
 - b.any partial or total repudiation of claims by the life insurer;
 - c. disputes over premium paid or payable in terms of insurance Policy;
 - d.misrepresentation of Policy terms and conditions at any time in the Policy Document or Policy contract;
 - e. legal construction of insurance policies in so far as the dispute relates to claim;
 - f. policy servicing related grievances against insurer and their agents and intermediaries;
 - g.issuance of life insurance policy which is not in conformity with the proposal form submitted by the Proposer;
 - h.non-issuance of insurance Policy after receipt of premium in life insurance and
 - i. any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the Regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the Policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).
- 2. The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
- 3. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.

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4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under rule 14, as described below.

Manner in which complaint is to be made (as per Rule 14 of Insurance Ombudsman Rules, 2017)

- 1. Any person who has a grievance against an insurer, may himself or through his legal heirs, Nominee or Assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.
- 2. The complaint shall be in writing, duly signed by the complainant or through his legal heirs, Nominee or Assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
- 3. No complaint to the Insurance Ombudsman shall lie unless

a. the complainant makes a written representation to the insurer named in the complaint and

- i. either the insurer had rejected the complaint; or
- ii. the complainant had not received any reply within a period of one month after the insurer received his representation; or
- iii. the complainant is not satisfied with the reply given to him by the insurer;

b. The complaint is made within one year-

- i. after the order of the insurer rejecting the representation is received; or
- ii. after receipt of decision of the insurer which is not to the satisfaction of the complainant;
- iii. after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant.
- 4. The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- 5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

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

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

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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 and Corporate Office: 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

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

For more information or any grievance,

- 1. Call Us between 9am to 6pm, Monday to Saturday on Our Toll Free Call Centre Number 1800 102 1010
- 2. Fax number +91-22-30002222
- 3. Visit Us at www.reliancenipponlife.com or
- 4. Email Us at: rnlife.customerservice@relianceada.com

BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS

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

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Appendix A: Insurance Ombudsman

The detailed list of the Insurance Ombudsman is mentioned below for reference. For the updated list of Insurance Ombudsman, log on to <u>http://ecoi.co.in/ombudsman.html.</u>

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- bimalokpal.ahmedabad@ecoi.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, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, JanakVihar 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@ecoi.co.in	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWA R	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455 /2596003 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.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.:- 0172-2706196/6468	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.

Address of Ombudsman:

	Fax:- 0172-2708274	
	Email:-	
	bimalokpal.chandigarh@ecoi.co.in	
	Office of the Insurance Ombudsman,	
	Fatima Akhtar Court,	
	4th Floor, 453 (old 312), Anna Salai,	State of Tomil Node and Union Tomitoria
	Teynampet, CHENNAI – 600 018.	State of Tamil Nadu and Union Territories
CHENNAI		- Pondicherry Town and Karaikal (which
	Tel.:- 044-24333668 / 24335284	are part of Union Territory of Pondicherry).
	Fax:- 044-24333664	
	Email:-	
	bimalokpal.chennai@ecoi.co.in	
	Office of the Insurance Ombudsman,	
	2/2 A, Universal Insurance Building,	
	Asaf Ali Road,	
DELHI	New Delhi – 110 002.	State of Delhi
	Tel.:- 011-23232481/23213504	
	Fax:- 011-23230858	
	Email:- bimalokpal.delhi@ecoi.co.in	
	Office of the Insurance Ombudsman,	
	2nd floor, CC 27 / 2603, Pulinat Building,	
	Opp. Cochin Shipyard,	
	M.G. Road,	Kerala, Lakshadweep, Mahe-a part of
ERNAKULAM	Ernakulum - 682 015.	Pondicherry
	Tel.:- 0484-2358759/2359338	rondicherry
	Fax:- 0484-2359336	
	Email:-	
	bimalokpal.ernakulum@ecoi.co.in	
	Office of the Insurance Ombudsman,	
	'Jeevan Nivesh', 5th Floor,	
	, S.S. Road,	States of Assam, Meghalaya, Manipur,
GUWAHATI	Guwahati – 781001(ASSAM).	Mizoram, Arunachal Pradesh,
	Tel.:- 0361- 2132204 / 2132205	Nagaland and Tripura.
	Email:-	
	bimalokpal.guwahati@ecoi.co.in	
	Office of the Insurance Ombudsman,	
	6-2-46, 1st floor, "Moin Court"	
	A. C. Guards, Lakdi-Ka-Pool,	States of Andhra Pradesh, Telangana and
	Hyderabad - 500 004.	Union Territory of Yanam – a part of the
HYDERABAD	Tel.:- 040-615041233/23312122	Union Territory of Pondicherry
	Fax:- 040-23376599	
	Email:-	
	<u>bimalokpal.hyderabad@ecoi.co.in</u>	

JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.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@ecoi.co.ir	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. <u>Email:-</u> <u>bimalokpal.lucknow@ecoi.co.in</u>	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, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106960/6552 Fax:- 022-26106052 <u>Email:-</u> <u>bimalokpal.mumbai@ecoi.co.in</u>	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, Dist. Gautam Budh Nagar, Noida U P – 201 301 Email:- bimalokpal.noida@ecoi.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.
	Office of the Insurance Ombudsman,	
	1st Floor, Kalpana Arcade Building,	
	Bazar Samiti Road,	
	Bahadurpur,	States of Bihar and Jharkhand.
PATNA	Patna - 800 006.	States of Binar and Jiarkhand.
	Tel: 0120	-
	2514250/2514252/2514235 Email:-	
	bimalokpal.patna@ecoi.co.in	
	Office of the Insurance Ombudsman,	
	Jeevan Darshan Building, 3rd Floor,	
PUNE	CTS Nos. 195 to 198,	States of Maharashtra, Area of Navi
	NC Kelkar Road, Narayan Peth,	Mumbai and Thane excluding
	Pune - 411 030	Mumbai Metropolitan Region.
	Tel: 020 -41312555	
	Email:- bimalokpal.pune@ecoi.co.in	

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Appendix B: Section 39, Nomination by Policyholder

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

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

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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.]

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

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

- 1. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
- 3. The instrument of Assignment should indicate the fact of transfer or Assignment and the reasons for the Assignment or transfer, antecedents of the Assignee and terms on which Assignment is made.
- 4. The Assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5. The transfer of Assignment shall not be operative as against an insurer until a notice in writing of the transfer or Assignment and either the said endorsement or instrument itself or copy 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

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

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

- 1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 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.

- 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

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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, 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.]