

# Terms and Condition of your Policy

## Term Return of Premium



### Policy Preamble

Future Generali India Life Insurance Company Ltd ( hereinafter called the Company), having received a proposal and declarations along with the required documents, statements, applicable medical evidences and other information leading to the issue of this Policy, which form the basis of the contract, and the first premium from the Policyholder and the Life Assured named in the Schedule, has contracted to provide the benefits under the Policy determined in accordance with the Policy Schedule Policy Provisions, General Terms & Conditions and any endorsement placed by the Company on the Policy.

The Company hereby agrees that, in consideration of the payment to it of the premium(s) specified in the Policy Schedule, it shall pay at its Head Office or any other office so notified to the person(s) entitled to thereto, the said benefits, on proof to the satisfaction of the Company of the benefits having become payable as set out in the Policy Schedule and of the title of the person(s) claiming payment.

It is hereby declared that this Policy of Assurance shall be subject to the General Terms & Conditions as laid down in the Policy Provisions and the attached Policy Schedule and every endorsement placed on the Policy by the Company shall be deemed to be part of the Policy

### Policy Provisions

#### I. DEFINITIONS

In this Policy, "you", "your", or "yours" refers to the Policy owner or the Policyholder. "We", "us", "our", or "the Company" refers to Future Generali India Life Insurance Company Limited, or any of its successors.

The words 'he', 'him' and 'his' should read 'she', 'her' and 'hers' where appropriate.

"Age" at any time is age last birthday, that is, age in completed years at that time.

"Appointee" is the person to whom the proceeds/benefits secured under the Policy shall be paid if the nominee is a minor"

"Policy Commencement Date" is the start date of the Policy. This is shown in the Policy schedule.

"Endorsement" - A change agreed in writing by us in the schedule of the policy or in any of its terms.

A Policy will be "in force" if all due premiums under the Policy are paid.

"Indebtedness" means any unpaid Policy loans and accrued interest thereon, unpaid premiums, deductibles and any other amounts owed to the Company including all accrued interest on these.

"Installment Premium" is the amount of premium payable under the Policy at the desired frequency / mode of payment.

"Life assured" is the person in relation to whom the Life/other insurance covers are granted under the Policy.

"Maturity Date" is the date on which the Policy benefits, if not previously invoked due to the contingencies covered (e.g. death), terminate on the expiry of the Policy Term, except where a benefit becomes payable on that date. This is also known as the policy expiry date.

"Nominee" shall mean the person or persons appointed by the Policyholder to receive the admissible benefits, in the event of death of the life Assured during the Policy term.

"Policy Anniversary" refers to the same date each year during the Policy term, as the Policy Commencement date.

"Policy End Date" is the date on which the Policy benefits terminate on the expiry of the Policy Term.

"Policy Term / Term / Benefit Term" is the number of years from the Policy Commencement Date to the Policy Expiry Date.

"Policyholder" is the person who takes out the Policy, is the owner of the Policy and is referred to as the "proposer" in the proposal form. The Policyholder need not necessarily be the same person as the life assured.

"Premium Paying Term" is the period for which regular premiums are payable

"Premium Due Date" are dates on which the instalment premiums fall due as stated in the Policy schedule under a regular premium policy.

"Proposal Form" is the form filled in by the policyholder in utmost good faith giving various particulars and will form the basis for providing the insurance cover under this Policy. It is also referred to as the Application Form.

"Regular Premium" is premium payable in instalments over the premium paying term.

"Revival Date" is the date on which a Policy which lapsed due to non-payment of premium is revived by payment of all premiums due as per our rules given in the Policy Provisions. The reference in this document is to the date of the last of such revivals at that time if more than one revival has taken place.

"Risk Commencement Date" is the date from which the benefits arising out of the contingencies (e.g. death) as stated in the Policy Schedule apply. This is shown in the Policy schedule.

"Schedule" means the Policy schedule issued by us for this Policy, together with any amendments to the schedule which may be issued from time to time.

"Sum Assured" is the benefit amount assured to be paid under a particular benefit on happening of the event on which the said benefit is payable.

"Surrender Value" means the amount payable to the Policyholder upon early and voluntary termination of the Policy by the Policyholder. Any indebtedness will be deducted from the Surrender Value of the Policy before its payment.

"Guaranteed Surrender Value" refers to the minimum guaranteed amount of Surrender Value of the Policy payable to the policyholder on the surrender of the Policy.

"Waiting Period" is the period of 90 days from the date of commencement of risk or revival date if revival has been effected and is applicable in case of Accelerated Critical Illness (Extended) rider benefit. If critical illness is first diagnosed within the waiting period from the risk commencement date of the Policy or the revival date if revival has been effected, the critical illness benefit will not be paid.

#### 2. INTRODUCTION

This document provides details of the terms & conditions of the Policy named in your Policy Schedule. This Policy is provided to you by the Future Generali India Life Insurance Company Ltd. Taken together with your Policy Schedule and any endorsement/s thereon, this document forms the terms of the contract between you and us. The information contained in the Proposal Form and in any other supplementary documents / questionnaires answered and signed by you, forms the basis of the contract.

##### 2.1 Policy Benefits

The benefits provided by your Policy as regards the amounts payable by us and the events on the happening of which such amounts are payable, as well as the premiums payable by you and the duration for which such premiums are payable are as indicated on the Policy Schedule.

If premiums are not paid as shown in the policy schedule the non-forfeiture benefits would apply.

The other benefits mentioned below but not appearing in the policy schedule are not payable.

In terms of the policy document the benefits are payable to you or your Assigns or Nominees under Section 38 or 39 of the Insurance Act, 1938, as applicable or proving Executors or Administrators or other Legal Representatives who should take out representation to your Estate or limited to the moneys payable under this Policy from any Court of any State or Territory of the Union of India

The terms and conditions of any Endorsement attaching to and forming part of this policy supersede any conflicting provisions of the Policy/Schedule.

I) The 'Basic Policy Benefit' consists of the following:

- a) **On Death** : The Sum Assured is payable on death of the life assured during the policy term. The Policy along with all rider benefits, if any, shall terminate thereafter. This benefit applies if the Policy is in force on the date of death of the life assured.
- b) **On Survival to Maturity Date** : On survival to the maturity date, a percentage of total premiums paid under the policy, based on policy term as given below, will be payable to you.

Policy Term (in years)	Percentage of Total Premiums paid
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

The total premium excludes all rider premiums and extra premium paid, if any, and service tax or any other associated tax paid under the policy. This benefit is payable if you have paid all the due premiums under the policy.

##### II) ACCIDENTAL DEATH RIDER BENEFIT:

This is a rider benefit and if applicable then this benefit would be payable if life assured dies during the rider benefit term from a cause which is accidental. In such an event, the accidental death rider sum assured is payable in addition to the basic sum assured. The non-forfeiture provisions however do not apply to this benefit



# Terms and Condition of your Policy

## Term Return of Premium



If the life assured shall sustain any bodily injury resulting solely and directly from an accident caused by outward, violent and visible means and such injury shall within a period of 180 days of the occurrence of the accident; solely, directly and independently of all other causes, result in the death of the life assured, such death will be deemed to be accidental death.

Accidental death benefits will not be paid if the accident is caused under any of the following circumstances -

- Arising out of self inflicted injury, suicide, or death whilst under the influence of intoxicating alcohol, or narcotic substances;
- Arising out of riots, civil commotion, rebellion, war (whether war be declared or not), invasion, hunting, mountaineering, steeple chasing or racing of any kind, bungee jumping, river rafting, scuba diving, paragliding or any such adventurous sports or hobbies;
- As a result of the life assured committing any breach of law;
- Arising from employment of the life assured in the armed forces or military service of any country at war (whether war be declared or not) or from being engaged in duties of any para-military, security, naval or police organization; and
- As a result of accident while the life assured is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger, in any aircraft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes.

This benefit applies if it is in force on the date of death / accident of the life assured. The non-forfeiture provisions do not apply to this benefit.

### III) ACCIDENTAL TOTAL AND PERMANENT DISABILITY RIDER BENEFIT:

Accidental Total and Permanent Disability rider benefit is paid if the life assured is totally and permanently disabled during the rider benefit term from a cause which is accidental. The accidental Total Permanent Disability rider sum assured is paid in such an event over 10 equal annual installments. In case of death of the life assured, surrender or maturity of the Policy occurring before the payment of all installments, the balance of the installments is payable in lump-sum.

This rider benefit and the premium for this benefit cease after the claim for accidental Total Permanent Disability rider is accepted by the Company. The non-forfeiture provisions however do not apply to this benefit

The Life Assured will be regarded as Totally and Permanently disabled if, as a result of accidental bodily injury, resulting solely and directly from an accident caused by outward, violent and visible means,

- he / she has been rendered totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit, or
- he / she has suffered the loss of (or the total and permanent loss of use of) both hands, or both feet, or both eyes, or a combination of any two.

The above disability must have lasted, without interruption, for at least 180 consecutive days and must be deemed permanent by a panel of medical practitioners appointed by the Company.

Accidental Total Permanent Disability Rider Benefit will not be paid if the accident leading to the disability is caused under any of the following circumstances -

- Arising out of self injury, or whilst under the influence of intoxicating alcohol, or narcotic substances;
- Arising out of riots, civil commotion, rebellion, war (whether war be declared or not), invasion, hunting, mountaineering, steeple chasing or racing of any kind, bungee jumping, river rafting, scuba diving, paragliding or any such adventurous sports or hobbies;
- As a result of the life assured committing any breach of law;
- Arising from employment of the life assured in the armed forces or military service of any country at war (whether war be declared or not) or from being engaged in duties of any para-military, security, naval or police organization; and
- As a result of accident while the life assured is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger, in any aircraft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes.

This benefit applies if it is in force on the date of occurrence of the Accidental Total and Permanent Disability. The non-forfeiture provisions however do not apply to this benefit.

### IV) ACCELERATED CRITICAL ILLNESS RIDER (EXTENDED) BENEFIT

This benefit is paid if the life assured becomes critically ill during the rider benefit term. The critical illness rider sum assured is paid in such an event. This rider benefit and the premium for this benefit ceases thereafter.

This benefit is provided as an advancement of the Basic Policy Benefit that is normally payable on death during the Policy term. So on settlement of the Critical Illness claim, the Basic Policy Benefit sum assured for the remaining Policy term would reduce by an amount equal to the critical illness sum assured. The premium payable for the Basic Policy Benefit would also be appropriately reduced.

If the sum assured for other rider benefits, if opted for, is higher than the reduced Basic Policy Benefit sum assured, then the sum assured as well as the premium for such rider benefits would also be suitably reduced. The non-forfeiture provisions however do not apply to this benefit

- (a) The life assured is considered to be critically ill if he is diagnosed to be suffering from one of the following conditions:

#### Cancer:

A malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following conditions are excluded -

- Tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as pre-malignant or non-invasive, including but not limited to carcinoma-in-situ of the breasts, Cervical Dysplasia: CIN-1, CIN-2 and CIN-3;
- Hyperkeratoses, basal cell and squamous skin cancers and melanomas less than 1.5 mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases;
- Prostrate cancers histologically described as TNM Classification T1a, T1b or T1c or prostrate cancers of another equivalent or lesser classification, TINOM0 Papillary micro-carcinoma of the Thyroid less than 1cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukaemia less than RAI Stage 3;
- All tumours in the presence of HIV infection; and
- Tumours which pose no threat to life and for which no treatment is required.

#### Stroke:

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism or cerebral thrombosis where all the following conditions are met -

- Evidence of permanent neurological damage confirmed by a neurologist at least 6 weeks after the event; and
- Findings on Magnetic Resonance Imaging, computerized Tomography, or other reliable imaging techniques which are consistent with the diagnosis of a new stroke.

Brain damage due to an accident or injury, infection, vasculitis or an inflammatory disease is excluded. Transient Ischaemic attacks, vascular disease affecting the eye or optic nerve; and Ischaemic disorders of the vestibular system are also excluded.

#### Heart Attack:

The first occurrence of heart attack or acute Myocardial Infarction, involving death of a portion of the heart muscle due to inadequate blood supply to the relevant area. This diagnosis must be supported by all the following criteria which are consistent with a new heart attack:

- Typical clinical symptoms (e.g. characteristic chest pain etc);
- New characteristic electrocardiographic changes;
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
  - o Troponin T > 1.0 ng/ml
  - o AccuTnl > 0.5 ng/ml, or equivalent thresholds with other Troponin I methods
- The evidence must show a definite acute myocardial infarction.

The diagnosis must be confirmed by a consultant cardiologist. Angina and other acute coronary syndromes (e.g. myocyte necrosis) are excluded.

#### Coronary Artery Bypass Surgery:

The actual undergoing of open chest surgery to correct the narrowing or blockage of one or more of coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery

# Terms and Condition of your Policy

## Term Return of Premium



obstruction and the procedure must be recommended by a Consultant Cardiologist as medically necessary..

Angioplasty and all other intra-arterial and catheter based techniques, 'keyhole' or laser based procedures are excluded.

### **Kidney Failure**

End stage renal failure presenting as chronic irreversible failure of both the kidneys to function, requiring either regular renal dialysis or renal transplantation. Evidence of end stage kidney disease must be provided and the dialysis or transplantation must be confirmed by a consultant physician as medically necessary.

### **Major Organ Transplant:**

The actual undergoing, as a receipt, of a transplant of

- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- One of the following whole human organs - heart, lung, liver, kidney, pancreas that resulted from irreversible end stage failure of the relevant organ.

The transplant must be medically necessary and based on objective confirmation of organ failure by a consultant physician..

Other than the above, stem cell transplants are excluded.

### **Heart Valve Surgery**

The actual undergoing of open-heart surgery to replace or repair heart valve abnormalities. The diagnosis of heart valve abnormalities must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.

### **Aorta surgery**

The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra arterial techniques is excluded.

### **Major burns**

Third degree (full thickness of the skin) burns covering at least 20% of the surface of the life assured's body.

### **Paralysis**

Total and irreversible loss of use of at least two entire limbs due to injury or disease. This condition must be confirmed by a consultant neurologist.

### **Total and Permanent Disability due to accident and sickness**

The Life Assured will be regarded as Totally and Permanently disabled if, he is in a state of disability resulting from accidental bodily injury, sickness or disease, as a result of which:

- \* he has been rendered totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit, or
- \* he has suffered the loss of (or the total and permanent loss of use of) both hands, or both feet, or both eyes, or a combination of any two.

The above disability must have lasted, without interruption, for at least 180 consecutive days and must be deemed permanent by a panel of medical practitioners appointed by the Company.

### **(b) Critical Illness Benefit will not be paid under the following circumstances:**

- A waiting period of 90 days will apply, i.e. if critical illness is first diagnosed within 90 days from the risk commencement date or revival date if revival has been effected;
- If the critical illness takes place as a result of any pre-existing condition not disclosed at the inception of the Policy;
- Critical Illness is caused by self inflicted injury, war/invasion, injury during criminal activity or breach of law or under influence of narcotic drug, alcohol etc;
- Where the Company has evidence that the illness has arisen out of an unreasonable failure on the part of the life Assured to follow medical advice. Moreover, where there is evidence that the life assured has delayed medical treatment in order to circumvent the waiting period or other conditions and restrictions applying in the Policy;
- If the life assured is found to be infected with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS);

- As a result of accident while the life assured is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger, in any aircraft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes;

- Injuries caused by such activities as hunting, mountaineering, steeple-chasing, racing of any kind, bungee jumping, river rafting, scuba diving, paragliding or any other such adventurous sports or hobbies.

### **(c) Other conditions and restrictions**

- Critical Illness benefit is payable only once during the term of the Policy;
- Critical illness benefit will be payable only after the Company is satisfied on the basis of available medical evidence that the specified illness has occurred;

- The date of occurrence of critical illness will be reckoned for the above purpose as the date of diagnosis of the illness / conditions. It will be the date on which the medical examiner first examines the life assured and certifies the diagnosis of any of the illnesses / conditions;

- Within 90 days from the date on which any of the above mentioned contingencies has occurred, full particulars thereof must be notified in writing to the office of the Company where this Policy is serviced together with the then address and whereabouts of the life assured. Proof satisfactory to the Company of the contingency that has occurred, shall be furnished in the manner required. Any Medical Examiner named by the Company shall be allowed to examine the person of the life assured in respect of any benefit claimed under the Benefit(s) mentioned under the Policy document, in such manner and at such times, as may be required by the Company. Based on the evidence provided and medical examination carried out, a panel of medical practitioners appointed by the Company would consider the claim and recommend its admission.

- This benefit applies if it is in force on the date of diagnosis of the critical illness condition.

### **(d) Review of premium rates under Accelerated Critical Illness (Extended) rider benefit**

Premium rates for this benefit are subject to revision after 5 years; however the Company will give a notice of 3 months prior to such revision in premium rates. Any change in rates will apply from the later of the 5<sup>th</sup> Policy anniversary or the Policy anniversary immediately following the effective date of the change.

### **V) TERM ASSURANCE RIDER**

The 'Term Assurance rider benefit' is payable on death of the life assured during the rider benefit term. In such an event, the rider benefit sum assured is payable in addition to the basic sum assured.

This benefit applies if it is in force on the date of death of the life assured. The non-forfeiture provisions however do not apply to this benefit.

If the life assured, whether sane or insane, commits suicide within one year from the commencement of the rider or revival date, if the rider has been revived, the rider will be void and no benefit will be payable under the rider.

**2.2** Any indebtedness on the Policy at the time of payment of any benefit stated herein shall be deducted from the amount otherwise payable. Further, the terms and conditions of any Endorsement attaching to and forming part of this policy supersede any conflicting provisions of the Policy.

### **3. EXCLUSION**

If the life assured, whether sane or insane, commits suicide within one year from the risk commencement date or revival date if revival has been effected, the Policy shall be void and the Company will not pay any claim by virtue of this Policy. However if the policy has acquired surrender value then such surrender value will be payable.

### **4. PREMIUM**

#### **A. Payment of Premium**

Installation premiums are required to be paid on the premium due dates until such time as stipulated in the Policy Schedule.

The premiums shall be deemed to have been paid only when they have been received at the Company's head office or any other office authorized by it for that purpose.

#### **B. Change in Premium Payment Frequency**

You may change the frequency or mode of premium payments by a written request. Subject to our minimum premium requirements and the availability of the desired mode under this plan of assurance, mode can be changed at the premium rates applicable on the risk commencement date.

# Terms and Condition of your Policy

## Term Return of Premium



### C. Deduction of Premium on claim

Provided the Policy benefit is in force and it becomes a claim due to death of the life assured, any balance of premiums due till the next *Policy anniversary* shall be deducted from the claim proceeds payable under the Policy benefit.

### D. Premium Cessation

In case of death during the policy term premiums due on or after the next policy anniversary following the death of the life assured are not required to be paid.

## 5. GRACE PERIOD

A grace period of 30 days from the premium due date will be allowed for payment of yearly and half-yearly premiums and 15 days for monthly premiums. The policy will remain in force during the grace period. If any premium remains unpaid at the end of the grace period, the policy shall lapse. The policy benefit thereafter would have no further value except as provided under the non- forfeiture provisions.

## 6. REVIVAL

If a premium is in default beyond the Grace Period and provided that the Policy is not surrendered, the Policy may be revived, subject to such conditions as the Company at its discretion may decide. Such revival is possible within three years from the due date of the first premium in default but before the end of the premium paying term and within the lifetime of the *life assured*, and is subject to:

- (a) Your written application for revival;
- (b) Production of *life assured's* health declaration and other evidence of insurability to our satisfaction;
- (c) Payment of all overdue premiums with interest; and
- (d) Repayment of any *indebtedness* at the time of revival.

Interest will be charged at a rate declared by us from time to time.

Any revival shall only cover the loss or insured event which occurs after the revival date. The revival of a rider, if any, will take place only with the revival of the basic policy, and not in isolation.

## 7. NON-FORFEITURE PROVISIONS:

If premiums have been paid for at least three consecutive years from the policy commencement date and not paid thereafter, the following non-forfeiture provisions would apply.

### A. Reduced Paid-Up Value

If 3 years r premiums have been received & policy has completed 3 years from policy commencement date you may choose to continue with this Policy, on expiry of the grace period for payment of premium, as a paid-up insurance for a reduced *Sum Assured*; the *Sum Assured* being reduced in the proportion as the number of premiums actually paid shall bear to the total number of premiums payable as stipulated for in the Policy Schedule.

If a policy is not subsequently revived, this reduced *Sum Assured* shall be used in calculating the various benefits payable as shown below under the basic policy at predetermined date / death under the policy.

- i) **On Death** : The reduced *Sum Assured* is payable on death of the life assured during the policy term. The Policy shall terminate thereafter.
- ii) **On Survival up to maturity date of the policy** : Depending on the number of years for which premiums have been paid, a percentage of total premium paid under the plan as given below, will be payable as survival benefit.

No. of years premiums paid	% of total premium paid
3	30%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

The total premium excludes all rider premiums and extra premium paid, if any, and service tax or any other associated tax paid under the policy.

### B. Surrender of Policy

Policy will acquire *Surrender value* after premiums have been paid for at least three full consecutive years & completion of three years from policy commencement date. The *Surrender Value* is paid to you if you decide to surrender your Policy. Once the Policy is surrendered, all benefits under the Policy will immediately terminate and the

Policy will not be eligible for *revival*. The amount payable to you on surrender of the Policy would, at all times be equal to the *Surrender Value* under the Policy.

The *Surrender Value* on a Policy will depend on the *term* of the Policy, the number of years for which premiums have been paid, the sum assured, the duration elapsed at the time of surrender and it shall be higher of the *Special Surrender Value* and the *Guaranteed Surrender Value*. The *Surrender terms* will be declared by the Company from time to time and will be based on past financial and demographic experience of the Company with regard to your Policy/group of similar Policies, as well as our assessment of such likely future experience.

The minimum *Surrender Value* (or *Guaranteed surrender value*) allowable under a policy is equal to 30% of all premiums paid excluding the first-year premium, extra premiums, if any. Premium paid for riders will not be considered while determining the *Guaranteed Surrender Value*. Any *indebtedness* will be deducted from the *Guaranteed Surrender Value*.

Such *Guaranteed Surrender Value* on a policy is allowable after premiums have been paid for at least three full consecutive years from the policy commencement date of the policy.

The *Special Surrender Value* will be based on an assessment of the asset share progression at different durations of the policy. This assessment would be based on the Company's past financial and demographic experience of the Policy / group of similar Policies and likely future experience and will be reviewed from time to time depending on changes in internal and external experience and likely future experience.

The policy shall terminate on surrender as full and final settlement under the policy

## 8. CLAIM PROCEDURES:

### A. Notice of Claim:

The death of the life assured must be notified immediately to us in writing. Other claims must be notified in writing, preferably not later than 20 days after the date the insured event happens. However, the delayed request may be accepted, if the claimant proves to the satisfaction of the Company that he had sufficient cause for not filing the claim within the above said period. The condonation of delay shall be solely at the discretion of the Company.

### B. Filing Proof of Claim:

- 1) Affirmative proof of death or any other contingent insured event covered under this Policy and any appropriate documents as required by us must be completed and furnished to us, within 90 days from the date the insured event happens, unless specified otherwise.

Without prejudice, the following documents may be necessary to establish the claim to the satisfaction of the Company

- Original Policy Document;
- Original Death Certificate;
- Post Mortem Report / FIR, where applicable;
- Claim Forms duly filled in as required by the Company;
- Certificate from physician /Hospital last attended showing cause of death wherever applicable;
- Legal evidence of title of the claimant where no valid nomination or assignment under the Policy exists or in cases where the title is in dispute;
- Proof of age, if the age is not admitted earlier.

We may, however, call for additional documents, if found necessary, in support of the claim.

- 2) **Maturity Claim** - At the end of term, the *Life Assured/Nominee* (in case of death of life assured during the term) shall submit the discharge form along with original Policy document besides proof of age of *life assured*, if age is not admitted earlier.

## GENERAL TERMS & CONDITIONS

### 1. PREMIUM / BENEFIT CESSATION

In case of the basic contingent event happening during the Policy term, the benefit terminates after payment of the claim and further premiums are not required to be paid in respect of that benefit.

### 2. FORFEITURE IN CERTAIN EVENTS AND INCONTESTABILITY

In case any of the terms and conditions of the Policy document is contravened or it is found that any untrue or incorrect statement is contained in the proposal form or any declaration/s signed by you, or any material information is withheld, in such cases but subject to Section 45 of the Insurance Act 1938, this Policy shall be void and all



# Terms and Condition of your Policy

## Term Return of Premium



claims to benefits under this Policy will cease and all moneys paid into the Policy will be forfeited except for such relief that would be lawfully granted by the Company.

Section 45 of the Insurance Act 1938 states that no Policy of life insurance, after the expiry of 2 years from the risk commencement date or the *revival date* if revival has been effected, shall be called in question by the Company on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured (*Policyholder/life assured*), or any other document leading to the issue of the Policy, was inaccurate or false, unless the Company shows that such statement was on a material matter or suppressed facts which was material to disclose and that it was fraudulently made by the *Policyholder* and that the *Policyholder* knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

Provided that nothing above shall prevent the Company from calling for proof of *age* at any time if it is entitled to do so, and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof that *age* of the *life assured* was incorrectly stated in the proposal.

### 3. Prohibition of rebates: Section 41 of the Insurance Act, 1938 is reproduced as under :

**Section 41. (1)** No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

**Provided** that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

Section 41 (2) Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to five hundred rupees.

### 4. STATEMENT OF AGE

This Policy is issued at the *age* shown on the Policy Schedule which is the *life assured's* declared *age* as at last birthday at the *policy commencement date*. In the event the *age* so admitted (the *correct age*) is found to be different from the *age* declared in the Proposal Form, without prejudice to the Company's other rights and remedies including those under the Insurance Act, 1938, one of the following actions shall be taken:

- If the *correct age* of the *life assured* is such as would have made the *life assured* uninsurable under the plan of insurance specified in the Policy document, the plan of insurance shall stand altered to such plan of insurance as is generally granted by the Company for the *correct age* of the *life assured*, which will be subject to the terms and conditions as are applicable to that plan of insurance. If it is not possible to grant any other plan of insurance, the Policy shall stand cancelled from the date of issue of the Policy and the premium paid shall be refunded subject to the deduction of the expenses incurred by the Company on the Policy.
- If the *correct age* is higher than the *age* declared in the Proposal Form and higher premiums should have been charged, the benefits payable under this Policy shall be reduced to what the premiums paid would have purchased at the *correct age* of the *life assured*.
- If the *correct age* is lower than the *age* declared in the Proposal Form and lower premiums should have been charged, the Company will refund any excess premiums paid without interest.

### 5. THE POLICYHOLDER'S RIGHTS

You are the *Policyholder* and beneficiary of this Policy and its benefits as shown in the Policy Schedule, until changed. Only the *Policyholder* can, during the lifetime of the *life assured*, exercise all rights, privileges and options provided under this Policy subject to any *nominee's* vested interest or assignee's rights, if any.

### 6. NOMINATION / ASSIGNMENT

Nomination and assignment under this Policy can be made only if you are the *life assured* under this Policy. If you are not the *life assured*, nomination and assignment will not be allowed.

#### A. Nomination

If you are also the *life assured* under this Policy and no nomination has been made, you may, at any time before the Policy expiry date of the Policy, nominate a person or persons as per Section 39 of the Insurance Act, 1938, to receive the Policy benefits in the event of the death of the *life assured*. Where the *nominee* is a minor,

you will need to also appoint a person, who is a major, as an appointee, to receive the Policy benefits while the *nominee* is a minor.

During the Term of the Policy, you may change the *nominee* / appointee by filling in a written notice to us. Such change is valid only if recorded by us during the lifetime of the *life assured* and endorsed on this Policy.

We will not recognize a nomination or a change in nomination on this Policy until we receive notice of the nomination or change in nomination in writing at our Servicing Office. We will not express any opinion on the validity or legality of the nomination. Nomination is to be made for the entire Policy benefit and not for individual benefits or any part thereof.

If no nomination has been made, or all *nominees* predecease the *life assured*, the benefits will be payable to your legal heirs or legal representatives. In case there are more than one *nominee* and one or more of the *nominees* die, the benefits will be paid to the surviving *nominees*.

#### B. Assignment

The *Policyholder* (referred to as 'Assignor') can assign this Policy to a party (referred to as 'Assignee') by filling in a written notice at our servicing office along with the original Policy document. The assignment should either be endorsed upon the Policy itself or documented by a separate instrument signed in either case by the Assignor stating specifically the fact of assignment. We will not express any opinion on the validity or legality of the assignment. Only the entire Policy can be assigned and not individual benefits or any part thereof. Any assignment shall automatically cancel a nomination except any assignment in our favour.

### 7. LOAN PROVISIONS :

Loan will not be available under this policy.

### 8. FREE LOOK CANCELLATION

You have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of the Policy. If you are not satisfied with or disagree with any of the terms and conditions, you have the option to Cancel/withdraw and return the Policy along with a letter (dated and signed) stating your intention to cancel the Policy and reasons for the objections/Cancellation, within this period. Cancellation of Policy and refund of premium is allowed under this provision, whereby the amount payable on such cancellation will be equal to the total premium paid less a reasonable cost of insurance cover for the period and expenses towards Policy stamp duty and medical examination, if any.

### 9. APPLICABLE LAW

Your Policy is governed by and is subject to the Indian Law.

The parties shall be subject to the jurisdiction of the law courts situated within the Republic of India for all matters and disputes arising from or relating to or concerning the application, declaration and the provisions of the Policy.

### 10. SERVICE TAX ETC

Service Tax and other related taxes on premiums payable for the Basic Policy Benefit and Rider Benefits, if any will be charged separately by the Company at the time of premium payment.

### 11. COMPLAINT/GRIEVANCE:

In case of any grievance, the *Policyholder* may approach the following in the order given below:

(i) In the event of any grievance the *Policyholder* may have under this Policy, a reference may be made to our office at the following address giving the nature and full particulars of the grievance.

#### Grievance Redressal Department

#### Future Generali India Life Insurance Company Limited

Lodha i -Think Techno Campus,  
1st Floor, A - wing,  
Off Eastern Express Highway,  
Pokharan Road No.2,  
Thane West-400601  
Email ID:care@futuregenerali.in

Website of the Company: [www.futuregenerali.in](http://www.futuregenerali.in)

(ii) In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution of the grievance.

#### Grievance Redressal Officer

#### Future Generali India Life Insurance Company Limited



## Terms and Condition of your Policy

### Term Return of Premium

Lodha i -Think Techno Campus,  
1st Floor, A - wing,  
Off Eastern Express Highway,  
Pokharan Road No.2,  
Thane West-400601  
Contact No: 1800 102 2355

Email: [gro@futuregenerali.in](mailto:gro@futuregenerali.in)

(iii) In case you are not satisfied with the decision / resolution of the Company, you may approach the Insurance Ombudsman if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
- Delay in settlement of claim
- Dispute with regard to payment of premium
- Non-receipt of your Policy document

You can approach Ombudsman designated by Insurance Regulatory and Development Authority within your jurisdiction as mentioned in annexure A attached, in case any of your grievances is not redressed to your satisfaction by the Grievance Redressal Department of Future Generali India Life Insurance Company Limited.

- (iv) The Complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
- (v) As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made
- only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
  - within a period of one year from the date of rejection by the insurer
  - if it is not simultaneously under any litigation.

For an updated list of Insurance Ombudsman, please visit [www.irda.gov.in](http://www.irda.gov.in)

#### 12. CURRENCY OF PAYMENT

All amounts payable either to or by the insurer shall be in Indian Rupees.

#### 13. ELECTRONIC TRANSACTION:

You will adhere to and comply with all such terms and conditions as prescribed by the Company from time to time and hereby agree and confirm that all transactions effected by or through facilities for conduction of 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 the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

#### 14. LEGISLATIVE CHANGES

The Terms and Conditions including the premiums and benefits payable under this policy are subject to variation in accordance with the relevant Legislation and Regulations.

Service Tax and other related taxes as mentioned above shall be charged at the prevailing tax rates.