

LIFE INSURANCE CORPORATION OF INDIA (Established by the Life Insurance Corporation Act, 1956) Registration Number: 512

LIC's Smart Pension (UIN: 512N386V01)

(A Non-Par, Non-Linked, Group, Savings, Immediate Annuity Plan)

<u> PART - A</u>

Ref: NB

(Address and e-mail id of Branch Office):

Dear Master Policyholder,

Re: Your Master Policy No.

Date:

We have pleasure in forwarding herewith the above policy document (comprising of Part A to Part G) along with Customer Information Sheet (CIS).

We would also like to draw your kind attention to the information mentioned in the Schedule of the Policy and the benefits available under the Policy.

Some of our Plans have certain options available under them. It is important that the options, if any, available under this Plan and mentioned in the Policy Document are noted carefully as it will be helpful to you, in case you decide to exercise any of the available options. It is also essential to note that such option, if available and mentioned in the document of this Plan has to be exercised in the right manner and during the stipulated time limit as prescribed herein.

Free Look Period

We would request you to go through the terms and conditions of the Policy and in case you disagree with any of the terms and conditions, you may return the Policy within a period of 30 days from the date of receipt of the electronic or physical mode of the Policy Document, whichever is earlier, stating the reasons for your objections and disagreement. On receipt of the policy, we shall cancel the same and the amount of premium deposited by you shall be refunded to you after deducting the charges for stamp duty and Annuity paid (if any). For further details please refer Condition 6 of Part D of this Policy Document.

In case you have any Complaint/Grievance, you may approach the P&GS Unit on the address mentioned above or Grievance Redressal Officer/Ombudsman, whose addresses are as under:

Address of Grievance Redressal Officer:

Address and contact details of Insurance Ombudsman:

If you find any errors in this policy document, you may return this Policy for corrections.

Thanking you.

Yours faithfully,

p. Manager(P&GS)

Agent's/ Intermediary's/-	Agent's/ Intermediary's/-	Agent's/Intermediary's-Mobile
Code	Name	Number/Landline Number

We would also like to draw your attention to the following aspects:

- 1) Change of Address: In case you change your residence, kindly ensure that you inform the change in address to the servicing P&GS Unit.
- 2) Submission of the Existence Certificate: The Existence Certificate must be submitted by the Annuitant/Primary Annuitant/ Secondary Annuitant (as applicable) in the prescribed format as and when required by the Corporation. The Annuity payments shall be released only on receipt of the Existence Certificate.
- 3) In case of Group Annuity Policy, the words "Policyholder may be read as" Member" or "Annuitant", as applicable.
- 4) Nomination: Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are enclosed as Annexure I for reference.
- 5) Master Policyholder is required to intimate the Corporation, about the happening of the insured event resulting into a claim under the policy, at the earliest possible time.
- 6) The provisions of Section 45 of Insurance Act 1938, as amended from time to time shall be applicable. The current provisions of Section 45 are enclosed as Annexure-II.
- 7) Various Sections of the Insurance Act, 1938, applicable to LIC to apply as amended from time to time.
- 8) The approved version of Policy Document in respect of this Plan is available on our website: <u>www.licindia.in</u>
- 9) Please avail LIC's e-services. Visit our website: www.licindia.in to enable us to serve you better.
- 10) For Customer Services, you can contact LIC call centre at +91-02268276827 whose services are available 24*7 in English, Hindi and 8 Regional Languages.

These measures will enable us to serve you better.

PREAMBLE

Whereas the LIFE INSURANCE CORPORATION OF INDIA (hereinafter called "the Corporation") has received a Proposal and Declaration from the Trustees (Employer of ______Superannuation Scheme)hereinafter called "the Master Policyholder" being the Policyholder for the LIC's Smart Pension for the purchase of an Immediate Annuity as described in the Scheme Rules under the "LIC's Smart Pension" and the said Proposal, Scheme Rules and Declaration with the statements contained and referred to therein, which the -Master Policyholder named in the Schedule referred to herein below has agreed shall be and are hereby declared to be the basis of this Annuity Contract and Corporation has received the Purchase Price for an Annuity amount and on the terms stated in the said Schedule.

Now this policy Witnesseth that in consideration of the Purchase Price paid, the Corporation will pay the Annuity as specified in the said Schedule and Death Benefit (if applicable), but without interest, to the person/persons to whom the same is / are therein expressed to be payable upon proof to the satisfaction of the Corporation being furnished, in respect of each Annuity payment, that the Annuity payment in question has become payable and also in respect of the happening of the event on which the Death Benefit is to become payable as set out in this Policy Document and the title of the person/persons claiming to receive the Annuity /Death Benefit.

And it is hereby declared that this policy shall be subject to the Definitions, Benefits, Conditions related to servicing aspects, Other terms and conditions and Statutory Provisions printed in this policy and that the Schedule, the Scheme Rules and every endorsement placed on the Policy by the Corporation shall be deemed to be part of the Policy.

SCHEDULE

:

P&GS Unit:

1.	UIN
2.	Proposal No
3.	Proposal Date
4.	Master Policy Number
5.	Name of the Master Policyholder
6.	Registered Address and email ID of Master Policyholder
7.	Name of the Scheme
8.	Date of Commencement of Master Policy
9.	Number of Members covered as on the Date of Commencement of Master Policy
10.	Total Single Premium received towards Annuity Benefit on Date of Commencement of Policy (excluding Taxes, if any, as applicable from time to time)
11.	Date of issuance of policy

Unless otherwise stated, all dates described and used in this schedule are in dd/mm/yyyy formats.

Signed on behalf of the Corporation at the above-mentioned -P&GS Unit whose address and e-mail ID are given on the first page and to which all communications relating to the policy should be addressed.

Date:

Examined by:

Form No.:

p. Manager (P&GS)

PART – B: DEFINITIONS

The definitions of terms/words used in the Policy Document are as under:

- 1. **Advanced Annuity Option** means the Option to withdraw discounted cash value of annuity payable during the 'Advance Annuity Period' as specified in Condition 10 of Part D of this Policy Document.
- 2. Advance Annuity Period is the period, in years, as specified in Condition 10 of Part D of this Policy Document.
- 3. Age is the age last birthday of the Annuitant(s) on the date of commencement of the annuity.
- 4. **Annuitant(s)** being person(s) on whose life annuity has been taken and who become entitled to receive the annuity benefits..
- 5. **Annuity** means a specified amount payable under this policy at specified regular intervals and payable as per the specification under the option chosen by the Annuitant. Annuity option once chosen cannot be altered.
- 6. **Annuity Accumulation Option** means an option to defer and accumulate annuity payments due during a block of 5 consecutive years as specified in Condition 11 of Part D of this Policy Document.
- 7. **Annuity Anniversary** means one year from the date of commencement of the Annuity and the same date falling each year thereafter, till the termination of policy
- 8. **Annuity Year** is the period between two consecutive annuity anniversaries. This period includes the first day and excludes the next annuity anniversary day.
- 9. **Appointee** is the person to whom the proceeds/benefits secured under the Policy are payable on behalf of the nominee if the benefit becomes payable to the nominee and nominee is minor (as on the date of claim payment) / dependant person with disability (Divyangjan). Appointee is also the person to whom the proceeds/benefits secured under the Policy are payable on behalf of the dependant person with disability, if dependant person with disability is the Secondary Annuitant.
- 10. Assignee is the person to whom the rights and benefits are transferred by virtue of an Assignment.
- 11. **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.
- 12. **Beneficiary/Claimant** means the person(s)/ entity who is/are entitled to receive benefits under this Policy. The Beneficiary to whom Benefits payable is the Annuitant/Primary Annuitant or surviving named Secondary Annuitant or his Assignee under Section 38 of the Insurance Act, 1938 as amended from time to time or Nominees under Section 39 of the Insurance Act 1938 as amended from time to time or Proved Executors or Administrators or other legal representatives of the Annuitant(s) who should take out representation to his / her estate or limited to the monies payable under this policy from any court of any State or territory of the Union of India, as applicable.
- 13. **Corporation** means the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956.
- 14. Date of commencement of annuity is the start date of cover on the life of a member.
- 15. Date of commencement of policy is the start date of this Policy.
- 16. **Date of commencement of risk** is the date on which the Corporation accepts the risk for insurance (cover).
- 17. Date of issuance of policy is the date when a proposal after underwriting is accepted as a Policy and this contract get effected.
- 18. **Death Benefit** means the benefit, which is payable on death, as specified in Condition 1 of Part C of this Policy Document.
- 19. **Discharge form** is the form to be filled by Annuitant /Claimant to claim the Surrender/Death benefit under the policy.
- 20. **Divyangjan** means a person with benchmark disability as defined in Section 2(r) of "The Rights of Persons with Disabilities Act, 2016" and means a person with not less than forty per cent of a specified disability where specified disability has not been defined in measurable terms and includes a person with disability where specified disability has been defined in measurable terms, as certified by the certifying authority.
- 21. Due Date of annuity payment means a fixed date on which the Annuity is due and payable.
- 22. Endorsement means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Corporation.

- 23. **Free Look Period** is the period of 30 days from the date of receipt of the electronic or physical mode of Policy Document, whichever is earlier, by the Master Policyholder to review the terms and conditions of this policy and where the Master Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this policy as detailed in Condition 6 of Part D of this Policy Document.
- 24. **Government Security (G-Sec)** in this Policy Document refers to the tradeable instruments issued by Central Government for various durations, declared as benchmark securities corresponding to the stated tenors, by Reserve Bank of India.
- 25. **IRDAI** means Insurance Regulatory and Development Authority of India earlier called as Insurance Regulatory and Development Authority (IRDA).
- 26. **Joint Life annuity** refers to an annuity taken jointly on the lives of Primary Annuitant and Secondary Annuitant. The joint life annuity can be taken between any two persons who are either lineal descendant/ascendant of the family (i.e. Grandparents, Parents, Children and Grandchildren) or spouse or siblings or Parents-in-laws.
- 27. Liquidity Option means the Option to receive a lump-sum amount in return of reduction in annuity payments and other benefits under a policy as specified in Condition 9 of Part D of this Policy Document.
- 28. **Loan** is the interest bearing repayable amount granted by the Corporation against the surrender value payable to the Annuitant.
- 29. Master Policyholder is the legal owner of this policy.
- 30. **Member** is the person who is admitted to the benefits of the Policy. The word Member and Annuitant have been used interchangeably in this document.
- 31. Minor is a person who has not completed 18 years of age.
- 32. **Mode** of annuity payment refers to the frequency of Annuity payment as chosen by the Annuitant from the available modes of annuity i.e. yearly, half-yearly, quarterly, and monthly. The Annuity shall be payable in arrears i.e. the annuity payment shall commence after 1 year, 6 months, 3 months and 1 month from the Date of Commencement of annuity depending on whether the mode of annuity payment is Yearly, Half yearly, Quarterly and Monthly respectively.
- 33. **Material information** is the information already known to the Master Policyholder/Annuitant at the time of obtaining a policy which has a bearing on underwriting of the proposal /Policy submitted.
- 34. **Nomination** is the process of nominating a person(s) who is (are) named as "Nominee(s)" 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.
- 35. **Nominee(s)** means the person(s) nominated by the Member under this policy and who is (are) authorized to receive the benefit/s under this policy, on the death of the Annuitant/ Primary Annuitant/Secondary Annuitant, wherever applicable as per the annuity option chosen and to give a valid discharge to the Corporation on settlement of the claim.
- 36. **Non-Par products** mean Products where policies are not entitled for any share in surplus (profits) during the term of the policy. Under such non-par policies, the benefits payable on death or maturity are guaranteed and fixed as per the terms and conditions of the policy.
- 37. **Option available for payment of Death Benefit**: This is an option available under this Policy to receive Death Benefit as specified in Condition 7 of Part D of this Policy Document, as chosen by the Annuitant(s).
- 38. **Policy Anniversary** means one year from the date of commencement of the Policy and the same date falling each year thereafter, till the termination of policy.
- 39. **Policy Document** means this document along with endorsements, if any, issued by the Corporation which is a legal contract between the Master Policyholder and the Corporation.
- 40. **Policy year** is the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.
- 41. **Primary Annuitant (applicable under joint life Annuity Option)** is the primary person on whose life annuity has been taken and who is entitled to receive the annuity benefits. For all joint life Annuity Options under this policy, word "Annuitant" is used for "Primary Annuitant".
- 42. **Purchase Price** is an amount payable by the Master Policyholder to secure the benefits for a Member on whose life annuity is being purchased. Purchase Price does not include any taxes which are payable separately.
- 43. Schedule is the part of policy document that gives the specific details of this policy.

- 44. **Scheme** refers to the name of Master Policyholder covered under this Policy. For example, "X" LIC's Smart Pension, where X is the name of the Master Policyholder.
- 45. **Scheme Rules** / Rules means the Rules of the Scheme, for the time being in-force and as amended from time to time, governing the details of benefit structure, timing of benefit payments, eligibility conditions and other terms and conditions specific to the Scheme.
- 46. Secondary Annuitant (applicable under joint life Annuity Option) is the person entitled to receive the annuity payment, in the event of death of the Primary Annuitant.
- 47. **Single Premium** is an amount payable by the Master Policyholder as mentioned in the Schedule of this Policy Document to secure the benefits under the policy. Single Premium does not include any taxes which are payable separately.
- 48. Surrender means complete withdrawal / termination of the entire policy/annuity.
- 49. **Surrender Value** means an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of this policy.
- 50. **UIN** means the Unique Identification Number allotted to this Plan by the IRDAI.

PART-C: BENEFITS

The following benefits are payable under the policy:

1. Benefits payable on Survival or on Death:

The benefits payable under various Annuity Options shall be as under (The Master Policyholder/Member shall exercise the Annuity options as per the Scheme Rules.):

Annuity Option	<u>Single/</u> Joint Life	<u>Benefit payable on</u> <u>Survival</u>	Benefit payable on Death
Option – A Life Annuity	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment.	annuity payments shall cease
Option - B1 Annuity Certain for 5 years and life thereafter	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment.	the period of 5 years from the date of commencement of
Option – B2 Annuity Certain for 10 years and life thereafter	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment.	the period of 10 years from the date of commencement of

LIC's Smart Pension - Group (UIN: 512N386V01)

Page 7 of 27

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Option – B3 Annuity Certain for 15 years and life thereafter	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment.	years from the date of commencement of annuity. Upon the expiry of this 10 years period, the annuity payments shall cease immediately. On death of the Annuitant after the period of 10 years from the date of commencement of annuity: The annuity payment shall cease immediately. On death of the Annuitant during the period of 15 years from the date of commencement of annuity: The annuity shall be payable to the nominee(s) till the expiry of 15 years from the date of commencement of annuity. Upon the expiry of this 15 years period,
			the annuity payments shall cease immediately. On death of the Annuitant after the period of 15 years from the date of commencement of annuity: The annuity payment shall cease immediately.
Option – B4 Annuity Certain for 20 years and life thereafter	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment.	
Option – C1 Life Annuity increasing at simple rate of 3% p.a.	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment. The annuity payments shall increase at a simple rate of 3% per annum for each completed annuity year.	On the death of the Annuitant, nothing shall be payable. The annuity payments shall cease immediately.
Option – C2 Life Annuity	Single Life		On the death of the Annuitant, nothing shall be payable. The

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increasing at simple rate of 6% p.a.		the Annuitant is alive as per the chosen mode of annuity payment. The annuity payments shall increase at a simple rate of 6% per annum for each completed annuity year.	immediately.
Option – D Life Annuity with Return of Balance Purchase Price	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment.	On the death of the Annuitant, the annuity payments shall cease immediately and Death Benefit equal to Balance of the Purchase Price i.e. [Purchase Price Less (sum of all annuity payments made till the date of death of the Annuitant)] shall be payable to nominee(s) as per the option exercised by the Annuitant as specified in Condition 7 of Part D of this Policy Document. In case the sum of all annuity payment made till the date of death of the Annuitant, exceeds the Purchase Price, no benefit shall be payable on death. The annuity will terminate on payment of death benefit in lump sum or on payment of last instalment in case where the death benefit is opted in Instalments.
Option – E1 Life Annuity with 50% Return of Purchase Price after attaining age 75 years	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment. In addition to the annuity payment, an Early Return of 50% of Purchase Price shall be payable on survival of the Annuitant to Annuity Anniversary coinciding with or immediately following the completion of age 75 years.	On death of the Annuitant, the annuity payments shall cease immediately and Death Benefit equal to Purchase Price Less Early Return of Purchase Price already paid till the date of death, if any, shall be payable to nominee(s) as per the option exercised by the
Option – E2 Life Annuity with 100% Return of Purchase Price after attaining age 75 years	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment. In addition to the annuity payment, an Early Return of 100% of Purchase Price shall be payable on survival of the Annuitant to Annuity	On death of the Annuitant, the annuity payments shall cease immediately and Death Benefit equal to Purchase Price Less Early Return of Purchase Price already paid till the date of death, if any, shall be payable to nominee(s) as per the option exercised by the Annuitant as specified in Condition 7 of Part D of this Policy Document.

Page 9 of 27

Option – E3 Life Annuity with 50% Return of Purchase Price after attaining age 80 years	Single Life	or immediately following the completion of age 75 years. Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment. In addition to the annuity payment, an Early Return of 50% of Purchase Price shall be payable on survival of	benefit shall be payable on death. The annuity will terminate on payment of death benefit in lump sum or on payment of last instalment in case where the death benefit is opted in Instalments. On death of the Annuitant, the annuity payments shall cease immediately and Death Benefit equal to Purchase Price Less Early Return of Purchase Price already paid till the date of death, if any, shall be payable to nominee(s) as per the option exercised by the Annuitant as specified in Condition
		the Annuitant to Annuity Anniversary coinciding with or immediately following the completion of age 80 years.	7 of Part D of this Policy Document. The annuity will terminate on payment of death benefit in lump sum or on payment of last instalment in case where the death benefit is opted in Instalments.
Option – E4 Life Annuity with 100% Return of Purchase Price after attaining age 80 years	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive as per the chosen mode of annuity payment. In addition to the annuity payment, an Early Return of 100% of Purchase Price shall be payable on survival of the Annuitant to Annuity Anniversary coinciding with or immediately following the completion of age 80 years.	On death of the Annuitant, the annuity payments shall cease immediately and Death Benefit equal to Purchase Price Less Early Return of Purchase Price already paid till the date of death, if any, shall be payable to nominee(s) as per the option exercised by the Annuitant as specified in Condition 7 of Part D of this Policy Document. In case 100% of Purchase Price has already been paid prior to the date of death of the Annuitant, no benefit shall be payable on death. The annuity will terminate on payment of death benefit in lump sum or on payment of last instalment in case where the death benefit is opted in Instalments.
Option – E5 Life Annuity with 5% Return of Purchase Price each year after attaining age 76 years to 95 years	Single Life	Annuity payments shall be made in arrears as long as the Annuitant is alive, as per the chosen mode of annuity payment. In addition to the annuity payment, an Early Return of 5% of Purchase Price shall also be payable on survival of the Annuitant on each of the respective Annuity Anniversary coinciding with or immediately following the completion of ages 76 years to 95 years (both inclusive).	On death of the Annuitant, the annuity payments shall cease immediately and Death Benefit equal to Purchase Price Less Sum of Early Return of Purchase Price already paid till the date of death, if any, shall be payable to nominee(s) as per the option exercised by the Annuitant as specified in Condition 7 of Part D of this Policy Document. In case 100% of Purchase Price has already been paid till the date of death of the Annuitant, no benefit shall be payable on death.

Page 10 of 27

Option – F Single Life Annuity payments shall be On the death of the Annuity	lump
instalment in case where the benefit is opted in Instalments.	1 4
benefit is opted in Instalments.	
Option – F Single Life Annuity payments shall be On the death of the Annuitar	
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Option – G2 Joint Life Annuity payments shall be On death of the Primary	imary
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simple rate of mode of annuity payment. <i>alive on due dates</i> of annuity	
3% p.a. with a become payable to the sur	, in the a

Page 11 of 27

provision of 50% of annuity to Secondary Annuitant on death of the Primary Annuitant			respective due dates as long as the Secondary Annuitant is alive.The annuity payments shall cease on the subsequent death of the Secondary Annuitant. If the Secondary Annuitant predeceases the Primary Annuitant: The annuity payments shall
Option – H2 Joint Life annuity increasing at a simple rate of 6% p.a. with a provision of 50% of annuity to Secondary Annuitant on death of the Primary Annuitant	Joint Life	Secondary Annuitant at the	Annuitant: 50% of the annuity amount payable to Primary Annuitant had he been alive on due dates of annuity, shall become payable to the surviving Secondary Annuitant at the respective due dates as long as the Secondary Annuitant is alive.The annuity payments shall cease on the subsequent death of the Secondary Annuitant. If the Secondary Annuitant predeceases the Primary Annuitant:
Option – I1 Joint Life annuity increasing at a simple rate of 3% p.a. with a provision of 100% of annuity to Secondary Annuitant on death of the Primary Annuitant	Joint Life	Annuity payments shall be made in arrears as long as the Primary Annuitant and/or Secondary Annuitant is alive, as per the chosen mode of annuity payment. The annuity payments shall increase at a simple rate of 3% per annum for each completed annuity year as long as the Primary Annuitant and/or Secondary Annuitant is alive.	Annuitant: 100% of the annuity amount shall be payable to the surviving Secondary Annuitant as long as the Secondary Annuitant is alive. The annuity payments shall cease on the subsequent death of the

Page 12 of 27

Option – I2 Joint Life	Joint Life	Annuity payments shall be made in arrears as long as	On death of the Primary Annuitant:
annuity increasing at a simple rate of 6% p.a. with a provision of 100% of annuity to Secondary Annuitant on death of the Primary Annuitant		the Primary Annuitant and/or Secondary Annuitant is alive, as per the chosen mode of annuity payment. The annuity payments shall increase at a simple rate of 6% per annum for each completed annuity year as long as the Primary Annuitant and/or Secondary Annuitant is alive.	100% of the annuity amount shall be payable to the surviving Secondary Annuitant as long as the Secondary Annuitant is alive. The annuity payments shall cease on the subsequent death of the Secondary Annuitant. If the Secondary Annuitant predeceases the Primary Annuitant: The annuity payments shall continue to be paid to the Primary Annuitant and shall cease upon the death of the Primary Annuitant.
Option – J Joint Life annuity with a provision of 100% of the annuity payable as long as one of the Annuitant survives and Return of Purchase Price on death of Last Survivor	Joint Life	Annuity payments shall be made in arrears as long as the Primary Annuitant and/or Secondary Annuitant is alive, as per the chosen mode of annuity payment.	On first death (of either of the covered lives): No Death Benefit shall be payable and 100% of the annuity amount shall continue to be paid as long as the last survivor is alive. On death of the last survivor: The annuity payments shall cease immediately and Death Benefit equal to 100% of Purchase Price shall be payable to nominee(s) as per the option exercised by the Annuitant as specified in Condition 7 of Part D of this Policy Document. The annuity will terminate on payment of death benefit in lump sum or on payment of last instalment in case where the death benefit is opted in Instalments.

Note:

- Upon the death of the Annuitant under Single Life annuity options or on death of Last Survivor under Joint Life annuity options, for annuities with Quarterly and Monthly mode of annuity payments, no proportionate annuity shall be payable for the period from the due date of the last annuity installment paid till the date of death. However,
 - Under annuities with Half-Yearly mode of annuity payments, in addition to Death Benefit (if any), 50% of Half-Yearly annuity installment shall be payable to nominee(s), if death occurs after three months from the due date of the last annuity installment paid.
 - Under annuities with Yearly mode of annuity payments, in addition to Death Benefit (if any), 50% of Yearly annuity installment shall be payable to nominee(s), if death occurs after six months from the due date of the last annuity installment paid.
- 2. Benefits payable on Maturity: There is no maturity benefit under this policy.

PART- D: CONDITIONS RELATED TO SERVICING ASPECTS

1. Proof of Age:

The purchase price having been calculated on the age of the Annuitant(s) as declared in the Annexure to Proposal Form and Member Enrolment Form, in case the age is found different LIC's Smart Pension - Group (UIN: 512N386V01) Page 13 of 27

(lower/higher) than such age, without prejudice to the Corporation's other rights and remedies, including those under the Insurance Act, 1938, as amended from time to time the following action shall be taken:

- (i) If the Annuitant's correct age is found to be different from the age declared in the Annexure to the Proposal Form and Member Enrolment Form, the Annuity payments payable under the Policy shall be altered corresponding to the correct age of the Annuitant from the next Annuity due date and the total of the excess paid, if any, due to difference between the original Annuity amounts paid and the corrected Annuity, from the commencement of the annuity up to the date of such excess payment, shall be paid to the Corporation with interest at such rate as fixed by the Corporation from time to time. The difference arising out of incorrect annuities paid in the past along with interest shall be collected from the Annuitant or would be adjusted from the following Annuity payments.
- (ii) If the correct age is such as would have made the Annuitant uninsurable under this Policy, then the member will be excluded from the policy and the Purchase Price paid may be refunded after deducting the charges for stamp duty, taxes and Annuity paid (if any). The refund of premium will be done to the person/entity who has deposited it.

2. Forfeiture in certain events :

In case any condition herein contained or endorsed hereon shall be contravened, or in case it shall hereafter appear that any untrue or incorrect averment is contained in the proposal and declaration herein mentioned, or in the statements referred to therein, have not been truly and fairly stated or that any material information has been withheld, then and in every such case this policy shall be void and all claims to any benefit in virtue of this policy shall be subject to the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

3. Surrender:

The Annuity can be surrendered at any time after Date of commencement of Annuity by the member through the Master Policyholder under the Annuity options D, E1, E2, E3, E4, E5, F and J only.

If the chosen annuity option is other than specified above, surrender of Annuity shall not be allowed.

On the payment of the surrender value, the Annuity terminates and all other benefits shall cease.

The Surrender Value shall be calculated as under:

Annuity Option D:

Surrender Value shall be equal to Balance of the Purchase Price (i.e Purchase Price *Less* Sum of all annuity payments made till the date of surrender) multiplied by SV Factor.

In case the sum of all annuity payments made till the date of surrender, exceeds the Purchase Price, no benefit shall be payable on surrender of the Annuity.

Annuity Options E1, E2, E3, E4 and E5:

Surrender Value shall be equal to (Purchase Price *Less* Sum of Early Return of Purchase Price already paid till the date of surrender, if any) multiplied by SV Factor.

In case the sum of Early Return of Purchase Price already paid till the date of surrender, exceeds the Purchase Price, no benefit shall be payable on surrender of the Annuity.

Annuity Options F and J:

Surrender Value shall be equal to Purchase Price *multiplied* by SV Factor.

Surrender Value Factors (SV Factors) depend on the Annuity year in which the Annuity is surrendered and shall be as given below:

Annuity Year	SV Factor	Annuity Year	SV Factor
1	80.00%	12	85.50%
2	80.50%	13	86.00%
3	81.00%	14	86.50%
4	81.50%	15	87.00%
5	82.00%	16	87.50%
6	82.50%	17	88.00%
7	83.00%	18	88.50%
8	83.50%	19	89.00%
9	84.00%	20	89.50%
10	84.50%	21 and above	90.00%
11	85.00%		

However, if Annuity is surrendered after completion of 35 Annuity years or after completion of 100 years of age of annuitant the applicable SV Factor shall be equal to 92.50%.

The Surrender Value is reviewable and shall be determined by the Corporation from time to time.

Any loan amount outstanding along with interest and/or any other amount recoverable from Annuitant shall be recovered from the surrender value payment.

4. Policy Loan:

The Policy loan shall be allowed at any time after three months from the date of commencement of annuity) or after expiry of the free-look period, whichever is later, subject to terms and conditions as the Corporation may specify from time to time:

Loan shall be available under the Annuity Options – E1, E2, E3, E4, E5, F and J only.

Under joint life annuity option, the loan can be availed by the Primary Annuitant and in case of death of the Primary Annuitant the same can be availed by the Secondary Annuitant.

The maximum amount of loan that can be granted under the annuity shall be such that the effective annual interest amount payable on loan does not exceed 50% of the annual annuity amount payable and shall be subject to maximum of 80% of Surrender Value of annuity.

Loan interest will be recovered from annuity amount payable. The Loan interest will accrue as per the frequency of annuity payment and it will be due on the due date of annuity. The loan outstanding shall be recovered from the claim proceeds at the time of exit or from the Early Return of Purchase Price, if any.

The loan interest rate for all the loans commencing during the 12 months' period from 1st May to 30th April, shall be annual effective rate not exceeding 10 year G-Sec rate p.a. compounding half-yearly plus 300 basis points. The 10 year G-Sec rate shall be as at last trading date of previous financial year. The calculated interest rate shall be applicable for full term of Loan.

For the loan sanctioned during the 12 months' period commencing from 1st May, 2024 to 30th April, 2025, the applicable interest rate is 9.50% p.a. effective for entire term of the loan.

The basis for determination of interest rate for policy loan is subject to change.

5. Termination of Policy:

The policy shall immediately and automatically terminate on the earliest occurrence of any of the following events:

(a) On payment of free look cancellation amount; or LIC's Smart Pension - Group (UIN: 512N386V01)

(b) In the event of forfeiture as specified in Condition 2 of Part D of this Policy Document.

Termination of benefit in respect of a member:

- (a) The date on which lump sum death benefit / final instalment of death benefit is paid; or
- (b) The date of death, if no death benefit is payable ; or
- (c) The date on which surrender benefits are settled under the annuity

6. Free Look period:

During the Free Look period of 30 days from the date of receipt of the electronic or physical mode of the Policy Document, whichever is earlier, by the Master Policyholder, if the Master Policyholder is not satisfied with the Terms and Conditions of the policy, he/she may return the policy to the Corporation stating the reason for objections. On receipt of the same the Corporation shall cancel the Policy and return the Purchase Price paid after deducting the charges for stamp duty and annuity paid, if any.

The condition of Free Look period shall only be applicable in case of new purchase of Immediate Annuity plan. Free Look cancellation shall not be applicable, where the purchase is from the proceeds of Deferred Pension products or Group Superannuation Schemes of the Corporation where annuitization is compulsory.

If this policy is purchased out of proceeds of a deferred pension plan of any Life Insurance Company, the proceeds from cancellation will be transferred back to that Life Insurance Company.

7. Options available for payment of Death Benefit

Under all the annuity options where there is benefit payable on death i.e. Annuity Options- D, E1, E2, E3, E4, E5, F and J, the Annuitant(s) shall have to choose one of the following options for the payment of the death benefit to the nominee(s). The death benefit, if any, shall then be paid to the nominee as per the option exercised by the Annuitant(s) and no alteration whatsoever shall be allowed to be made by the nominee(s). This option has to be exercised by Annuitant(s) at the proposal stage. However, this option can be subsequently modified by Annuitant(s) during his/her life while in currency of the annuity.

- <u>Lumpsum Death Benefit</u>: Under this option the death benefit, if any, shall be payable to the nominee(s) in lumpsum.
- Annuitisation of Death Benefit: Under this option the benefit amount payable on death, if any, shall be utilized for purchasing an Immediate Annuity from the Corporation for nominee(s) effective from the date of death of the annuitant. The annuity amount payable to the nominee(s) on the admission of death claim shall be based on the age of nominee(s) and immediate annuity rates prevailing as on the date of death of Annuitant (last survivor in case of Joint Life Annuity). This option can be opted for full or part of the benefit amount payable on death. However, the annuity payments for each nominee(s) shall be subject to the eligibility conditions of the annuity plan available at that time and then prevailing Regulatory provisions on the minimum limits for annuities. Currently applicable regulation is IRDAI (Insurance Products) Regulations, 2024. In case the eligibility conditions of the annuity plan available at that time are not met or the benefit amount payable on death is insufficient to purchase the minimum amount of annuity, then the said amount shall be paid as a lump sum to the nominee(s). Any benefits payable to the nominee shall be as per Section 39 of Insurance Act, 1938.
- <u>In Installment</u>: Under this option the benefit amount payable on death, if any, can be received in installments over the chosen period of 5 or 10 or 15 years instead of lumpsum amount. This option can be exercised for full or part of the Death Benefit payable. The amount

opted by the Annuitant (i.e. net claim amount) can be either in absolute value or as a percentage of the total claim proceeds payable.

The installments shall be paid in advance at yearly or half-yearly or quarterly or monthly intervals, as opted for, subject to minimum installment amount for different modes of payments being as under:

Mode of Installment payment	Minimum installment amount
Monthly	Rs. 5000/-
Quarterly	Rs. 15000/-
Half-Yearly	Rs. 25000/-
Yearly	Rs. 50000/-

If the Net Claim Amount is less than the required amount to provide the minimum installment amount as per the option exercised by the Annuitant(s), the claim proceed shall be paid in lumpsum only.

For all the installment payment options commencing during the 12 months' period from 1st May to 30th April, the interest rate applicable for arriving at the instalment amount shall be <u>annual effective rate</u> not lower than the 10 year semi-annual G-Sec rate minus 200 basis points; where, the 10 year semi-annual G-Sec rate shall be as at last trading day of previous financial year.

Accordingly, for the 12 months' period commencing from 1st May, 2024 to 30th April, 2025, the applicable interest rate for the calculation of installment amount shall be 5.07% p.a. effective.

8. Option to take the Plan for the benefit of dependant person with disability (Divyangjan):

If the Member has a dependant person with disability (Divyangjan), the plan can be purchased for the benefit of Divyangjan as nominee/annuitant, in following ways:

i. The Member can purchase Life Annuity with Return of Purchase Price (Annuity Option F) on own life. In case of death of the Annuitant (Member), the Death Benefit shall compulsorily be utilized to purchase Immediate Annuity on the life of the Divyangjan who would be the nominee.

The annuity payment to Divyangjan shall be made irrespective of any limit on minimum annuity payment, minimum age at entry and Purchase Price criteria and annuity rates applicable shall be then prevailing Immediate Annuity rates.

ii. The Member can purchase Joint Life Annuity Options-G2 or J with Divyangjan as Secondary Annuitant.

For deciding the eligibility of person with disability (Divyangjan) dependant as Nominee/Secondary Annuitant, as applicable, reference is to be made to meaning of "person with benchmark disability" as assigned to it in clause Section 2(r) of "The Rights of Persons with Disabilities Act, 2016" as amended from time to time or any other applicable Act in this regard.

9. Liquidity Option:

This is an Option to receive a lump-sum amount in return of reduction in annuity payments and other benefits under a Policy. This Option shall be available under Annuity options - F and J only. The Option shall be exercised subject to the following:

- i) This Option can be exercised after completion of 5 years from Date of Commencement of annuity on the life of the member.
- ii) The member can exercise this option for a maximum of 3 times during the term of the annuity. An annuitant shall receive the lumpsum amount corresponding to the portion he/she is willing to liquidate e.g. If x% is opted for liquidity option -, x% of the Surrender value of annuity

(calculated without any liquidation) as applicable on the date of liquidation shall be payable at the time of exercise of liquidity option.

- iii) Total lumpsum benefits that can be availed under this Option cannot exceed 60% of Purchase Price.
- iv) After the exercise of this Option, the annuity amount, death benefit and other benefits (if any) shall be revised with effect from the date of withdrawal i.e. If x% is opted for liquidity option, revised annuity amount, death benefit, surrender value and other benefit shall be reduced to (100 –x)% of the original amount payable without adjustment of any liquidation options. The same method will apply for any subsequent liquidation also.
- v) Exercise of the option shall be allowed subject to revised annuity payments being at least equal to the minimum limits defined in IRDAI (Insurance Products) Regulations, 2024 as amended from time to time.

10. Advanced Annuity Option:

Under Annuity Option J, on first death (of either of the covered lives), the surviving Annuitant shall have an Option to withdraw discounted cash value of annuity payable during the 'Advance Annuity Period' as a lump-sum subject to following;

- i) 'Advance Annuity Period' shall be a period of 5 years from the annuity –anniversary date immediately following the date of exercise of option to receive annuity in advance in case of 1st death (of either of the covered lives).
- ii) This Option can be exercised within one year from the date of 1st death (of either of the covered lives).
- iii) The member (survivor of the covered lives) shall have the option to receive in one lump-sum the discounted cash value of a maximum of 5 years annuities (or any proportion thereof from 1% to 100%) payable during the 'Advance Annuity Period', discounted upto the annuity anniversary immediately following the date of exercise of the option to receive annuity in advance.
- iv) The annuity payment during the annuity year in which the Option is exercised shall continue to be payable as and when due.
- v) On exercise of this Option, the 'Advance Annuity Amount' shall be paid immediately in lumpsum and annuity payment for the 'Advance Annuity Period' shall continue for the balance amount of annuity payable (if any), on their due date. E.g. If an annuitant selects x% of original annuity amount to be received as advanced annuity option, then during the Advance Annuity Period an amount equal to (100-x)% of original annuity shall continue to be paid.
- vi) For the opted 'Advance Annuity Period' and proportion of annuities for advance payment, the 'Advance Annuity Amount' shall be calculated as under: Advance Annuity Amount = Discounted value of Annuity Instalments payable during 'Advance Annuity Period' x Proportion of annuity for advance.
- vii) For all Advance Annuity options commencing during the 12 months' period from 1st May to 30th April, the interest rate used to discount the annuity for advance shall be <u>per annum</u> <u>compounding half-yearly rate</u> not exceeding the 5 year semi-annual G-Sec yield p.a.; Where, the 5 year semi-annual G-Sec yield shall be as at last trading day of previous financial year. Accordingly, for the 12 months' period commencing from 1st May, 2<u>024 to 30th April, 2025, the applicable</u> interest rate for discounting the annuity for advance shall be 7.05% p.a.

compounding half-yearly. Any change in basis of determination of interest rate for discounting shall be subject to prior approval of Authority as per the extant norms.

- viii) Once the 'Advanced Annuity Period' ends, the Annuity payment shall resume as per the Original terms and conditions.
- ix) In case, the surviving annuitant surrenders or dies after receiving Advance Annuity amount, the surrender or death benefit shall be reduced by the following amount:
 - If the surviving Annuitant surrenders or dies before the start of 'Advanced Annuity Period', the surrender or death benefit will be reduced by the full advanced annuity amount already paid.

• If the surviving Annuitant surrenders or dies during the 'Advanced Annuity Period', the surrender or death benefit will be reduced by the outstanding advanced annuity amount which shall be equal to :

[Advanced Annuity amount x (n-t)/n] Where,

- n = 'Advanced Annuity Period' in months
- t = Period elapsed in months from the start of Advance Annuity Period to the date of surrender or death of the surviving Annuitant
- x) This option can be exercised only if no loan is outstanding under the policy. No new loan can be availed during Advance Annuity Period wherein this option is exercised.

11. Annuity Accumulation Option:

This option allows Annuitant(s) to defer and accumulate their annuity payments falling due during a block of 5 consecutive years. This option is available under all annuity options under the plan and is subject to the following:

- i) The Annuity Accumulation Option can be exercised by the Annuitant / Primary Annuitant at the time of annuitization or at any time after the annuity is issued. Under Joint Life annuity options, the Secondary Annuitant can exercise this option in case of death of the Primary Annuitant.
- ii) Once Annuity Accumulation Option is exercised, block of 5 consecutive years shall start from:
 - The Date of First annuity payable, if this option is exercised at proposal stage.
 - The Annuity Anniversary immediately following the date of exercising this option, if the option is exercised after the date of commencement of annuity, provided the request for exercising this option has been received 90 days prior to the next Annuity Anniversary.
- iii) Once Annuity Accumulation Option is exercised, each annuity payment due within this block of 5 consecutive years shall be deferred by 5 years. Each deferred annuity payment shall be accumulated at the applicable accumulation rate for 5 years from its due date.
- iv) The Accumulated Value of each such deferred annuity payment shall be payable to the Annuitant(s) at the end of 5th year from its respective due date.
- v) The applicable accumulation rate for the annuity payments being deferred and falling due within 12 months period commencing from 1st May to 30th April shall be the 5-year annualized G-Sec yield minus 50 basis points where the 5 year annualized G-Sec yield shall be as last trading day of previous financial year.

Accordingly, the applicable accumulation rate for the annuity payments being deferred and falling due within 12 months period commencing from 1st May 2024 to 30th April 2025 shall be 6.67% p.a.. Any change in basis of determination of accumulation rate shall be subject to prior approval of Authority as per the extant norms.

- vi) Annuity Accumulation option can be exercised maximum up to three blocks of 5 consecutive years during the currency of the annuity. Deferred and accumulated annuity payments from a previous block of this option cannot be deferred again.
- vii) This option can be exercised only if no loan is outstanding.
- viii)No new loan can be availed during the block of five consecutive years wherein this option is exercised. Also, alteration in mode of annuity payment shall not be allowed during this period.
- ix) In case of the Annuitant's death under Single Life annuity options or the last survivor under Joint Life annuity options, the Accumulated Value (if any) of deferred annuity payments (for completed months) up to the date of death shall be payable in lumpsum to the nominee/beneficiary.
- x) On surrender of the annuity, the surrender value, if any, shall also include the accumulated value of deferred annuity payments, recalculated at revised accumulation rate from the respective due date of annuity payment till the date of surrender of annuity for completed months.
- xi) The Annuitant(s) can cancel the Annuity Accumulation Option at any time after it is exercised. Upon cancellation, the accumulated value of deferred annuity payments shall be recalculated at revised accumulation rate from the respective due date of annuity payment till the date of cancellation of Annuity Accumulation Option for completed months and shall be paid in lumpsum. All annuities falling due after the date of cancellation shall be paid on their respective due dates.

xii) In such cases of surrender of annuity or cancellation of option, the applicable rate for recalculation of accumulated values shall be applicable accumulation rate on the respective due date calculated as mentioned above (Condition -11.v) less 100 basis points.

Accordingly, in case of surrender of annuity or cancellation of option, annuity payments due and deferred during 12 months period from 1st May 2024 to 30th April 2025, the applicable rate for recalculation of accumulated values shall be 5.67% p.a.

PART –E Not Applicable.

PART-F: OTHER TERMS AND CONDITIONS

1. a) Assignment:

Under a Group Annuity Scheme, the Master Policyholder takes the policy for the benefit of employees so the policy cannot be assigned.

b) Nomination:

Nomination by a Member is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. The current provisions of Section 39 are contained in Annexure-1 of this policy document.

The Master Policyholder shall obtain the nomination details in respect of all the Members covered under this policy and ensure that the requisite nominations are updated in their records on a regular basis. The Master Policyholder shall provide the necessary information to the Corporation regarding nomination in respect of all the Members covered to the P&GS Unit of the Corporation where this policy is serviced. The Master Policyholder shall certify the correctness of the nomination made by the Members. In registering nomination the Corporation does not accept any responsibility or express any opinion as to its validity or legal effect.

2. Tax:

Statutory Taxes, if any, imposed on such insurance Plans by the Government of India or any other constitutional Tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of any applicable taxes as per the prevailing rates, shall be payable by the Master Policyholder on Purchase Price, which shall be collected separately over and above in addition to the Purchase Price payable by the Master Policyholder. The amount of Tax paid shall not be considered for the calculation of benefits payable under the Plan.

3. <u>General Conditions:</u>

- a. The Master Policyholder shall provide the list of Members covered under the policy at the time of inception of the policy and at the time of entry of the new Member. Such list which should be in the format prescribed by the Corporation from time to time and shall be deemed to form part of the Policy Document.
- b. Evidence of age of the Members, satisfactory to the Corporation must be furnished to the Corporation before payment of any benefits hereunder.
- c. The Master Policyholder shall furnish the Corporation with all particulars relevant to the Scheme and for the operation of this policy and the particulars so furnished may be accepted by the Corporation as conclusive.
- d. Any amendment/s or modification/s to the scheme shall have the effect for the purpose of this policy only to such extent as the Corporation shall in writing agree and the consequential

changes to the relevant provisions hereof shall be given effect to by endorsements to the Policy.

- e. Based on the experience the Corporation reserves right to revise from time to time the annuity rates (upward/downward). The right to revise equally applies to any revision previously made.
- f. As soon as a member or a beneficiary becomes entitled to receive the benefits under the scheme, the Master Policyholder shall send the relevant particulars to the Corporation whereupon the Corporation shall pay to the Member appropriate benefits.
- g. Proof of Existence, identity and Evidence of age of the member and of the beneficiary whenever required to the satisfaction of the Corporation must be furnished to the Corporation before claiming any benefits hereunder.
- h. All monies payable by the Corporation hereunder shall be paid to the Master Policyholder/Member and a discharge receipt given by the Master Policyholder/Member or on their behalf by any person duly authorised in writing by the Master Policyholder/Member shall be a valid discharge to the Corporation in respect of any such payment.
- i. In any case where the Corporation is liable to the revenue authorities for Income-tax or any other Tax or duties on the benefits to be made under this policy or on any account in respect to this policy, the Corporation shall be entitled to deduct the appropriate amounts for that purpose from the respective payments and shall not be liable to the Master Policyholder for the sums so deducted.
- j. The Scheme Rules shall form part of the document. Under Employer Sponsored Group Superannuation and Group Annuity schemes, the provisions related to Surrender, Policy Loan, Options available for payment of death benefit, Liquidity Option, Advanced Annuity option, Annuity Accumulation option, etc. shall be as per provided in the Scheme Rules. In case of a conflict between Scheme Rules and condition of policy, the terms of the policy conditions shall prevail.
- k. The Master Policyholder shall at the request of the Corporation produce the Policy Document whenever necessary for the purpose of stamping, reference or inspection.
- I. The Master Policyholder shall furnish to the Corporation all such data, information and evidence as the Corporation may reasonably require upon or with regard to any matter affecting the Assurances effected or to be effected hereunder and the Corporation shall not be liable for any action taken in good faith upon any data, information or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate. These records in original (or certified photo state copies thereof) as in the opinion of the Corporation have bearing on the benefits to be provided or the premiums payable hereunder shall be open for inspection by the Corporation at all times.

4. Normal requirements for benefit payable:

For claiming the benefits as laid down in the Policy Schedule, the Master Policyholder, at the earliest possible time, will have to submit to the Corporation:

a) <u>For annuities in payment</u>:

The Existence Certificate in the format prescribed by the Corporation is to be submitted by the Annuitant / Primary Annuitant as and when required by the Corporation. In case of Joint Life Annuity Option H/I/J, after the death of the Primary Annuitant, the Existence Certificate of the surviving Secondary Annuitant will be required. The Annuity payments shall be released only on receipt of the Existence Certificate.

b) On death of the Annuitant(s): The normal documents which the claimants shall submit while lodging the claim in case of death of the Annuitant/Secondary Annuitant shall be Original Death Certificate, the claim forms, as prescribed by the Corporation, accompanied with Certificate of Insurance, NEFT mandate from the claimant for direct credit of the claim amount to the bank account, proof of title, proof of death, whichever is applicable, to the satisfaction of the Corporation. If the age is not admitted under the policy, the proof of age of the Annuitant/Secondary Annuitant shall also be submitted.

c) On Early Return of Purchase Price/ Surrender:

In case of Early Return of Purchase Price or surrender of a annuity, the Annuitant(s) shall submit the discharge form along with the Certificate of Insurance, NEFT mandate from the claimant for direct credit of the claim amount to the bank account besides proof of age, if the age is not admitted earlier.

In addition to above, any requirement mandated under any statutory provision or as may be required as per law shall also be required to be submitted.

5. Legislative Changes:

The Terms and conditions under this policy are subject to variation in accordance with the relevant Legislation & Regulations.

6. Issuance of Duplicate Policy:

The Master Policyholder can make an application for duplicate Policy on payment of policy preparation charges, policy stamp charges and applicable taxes, if any, which are specified from time to time* upon loss of policy document along with other requirements as may be prescribed by the Corporation.

*As on January, 2024, the applicable duplicate policy preparation charge is Rs 500.00. In addition, Indemnity Bond notarized as per requisite stamp value is also required and the stamp fee for the same shall be borne by the Master Policyholder.

7. Governing Law and Jurisdiction:

The Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.

PART-G: STATUTORY PROVISIONS

Section 45 of the Insurance Act 1938:

The provisions of Section 45 of the Insurance Act 1938, as amended from time to time, shall be applicable. The current provisions are contained in Annexure-III of this Policy Document.

Grievance Redressal Mechanism:

Of the Corporation:

The Corporation has Grievance Redressal Officers (GROs) at Branch/ Divisional/ Zonal/ Central Office to redress grievances of customers. The customers can visit our website (https://licindia.in/web/guest/grievances) for names and contact details of the GROs and other information related to grievances.

For ensuring quick redressal of customer grievances the Corporation has introduced Customer friendly Integrated Complaint Management System through our Customer Portal (website) http://www.licindia.in, where a registered policy holder can directly register complaint/ grievance and track its status. Customers can also contact at e-mail id co_complaints@licindia.com for redressal of any grievances.

Claimants not satisfied with the decision of death claim repudiation have the option of referring their cases for review to Zonal Office Claims Dispute Redressal Committee or Central Office Claims Dispute Redressal Committee. A retired High Court/ District Court Judge is member of each of the Claims Dispute Redressal Committees.

Of IRDAI:

In case the customer is not satisfied with the response or does not receive a response from us within 15 days, then the customer may approach the Policyholder's Protection and Grievance Redressal Department through any of the following modes:

- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre-(BIMA BHAROSA SHIKAYAT NIVARAN KENDRA))
- Sending an email to <u>complaints@irdai.gov.in</u>
- Register the complaint online at https://bimabharosa.irdai.gov.in/
- Address for sending the complaint through courier / letter: General Manager, Policyholders' Protection and Grievance Redressal Department, Insurance Regulatory and Development Authority of India, Survey No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032, Telangana.

Of Ombudsman:

For redressal of Claims related grievances, claimants can also approach Insurance Ombudsman who provides for low cost and speedy arbitration to customers.

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

- (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, General insurer or the health 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 insurers and their agents and intermediaries;
- (g) Issuance of life insurance policy, general insurance policy including health 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 general insurance including health 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 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).

Note: In case of dispute in respect of interpretation of these terms and conditions mentioned in this Document, the English version shall stand valid.

YOU ARE REQUESTED TO EXAMINE THIS POLICY, AND IF ANY MISTAKE BE FOUND THEREIN, RETURN IT IMMEDIATELY FOR CORRECTION.

Nomination - As per Section 39 of the Insurance Act, 1938 as amended from time to time:

(1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policy holder to appoint any person in the manner laid down by the insurer, to receive the money secured by policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer shall furnish to the policy holder a written acknowledgement of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its reassignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policyholder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policyholder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policyholder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.

(11) Where a policyholder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.

(12) The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied;

Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

Annexure-II

Section- 45 as per the Insurance Act, 1938 as amended from time to time:

(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e. from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later on the ground of fraud:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

Explanation I- For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the 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 specially declares to be fraudulent.

Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in subsection (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such misstatement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

Explanation – A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.

Explanation - For the purposes of this sub-section, the misstatement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

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