

**PART A****FORWARDING LETTER**

Ref.:
Mr. ABC DEF GHI
XXXXXXXXXXXX
XXXXXXXXXXXX
Tel:

Date:

Future Generali Flexi Online Term Plan
Non Linked Insurance Plan

Dear Mr. ABC DEF GHI

Welcome to Future Generali

We thank You for choosing Us for Your insurance needs and are committed to providing You with world-class products and professional service. We are pleased to enclose herewith Your original Policy Document along with the First Premium Receipt of Your Policy No. XXXXXXXXXXXX.

Under this Policy, premium must be paid in the manner specified in this Policy terms and conditions and the benefits specified in this Policy terms and conditions will become payable on the occurrence of the events described in this Policy.

Your Free Look Period

You have the right to cancel this Policy within 30 days of receipt of the Policy Document if You disagree with any of the terms and conditions by giving Us a written request for cancellation of this Policy which states the reasons for Your objections. We will cancel this Policy and refund the premium received after deducting proportionate risk premium for the period on cover, stamp duty charges and expenses incurred by Us on the medical examination of the Life Assured (if any).

On receipt of the Policy Document, You are requested to review the terms and conditions in detail and verify that Your details and the Life Assured's details are accurately set out in the Schedule. If any changes are required to Your details or the Life Assured's details or if You need any clarifications on the terms and conditions of this Policy, please contact Your insurance agent or Us on the details set out below.

During the Policy Term

If any of the benefits under this Policy become payable or You wish to exercise any rights under this Policy or if Your details or the Life Assured's details or the Nominee's details are to be updated, please contact Us on the details set out below and We will be pleased to assist You.

We also look forward to, and shall appreciate Your feedback on Our products and services. We are happy to be Your Total Insurance Solutions Provider.

At any stage during the Policy Term, if You should have any queries or require any clarifications on the terms and conditions of this Policy or the manner/procedure for the payment of the benefits, please contact Us on any of the contact details set out below:



PART A

Future Generali India Life Insurance Company Limited:

Toll Free Number: 1800 102 2355

Email: care@futuregenerali.in.

Operations Hub Address:

Lodha i – Think techno campus, A wing – 1st floor, Pokhran Road -2, Off Eastern Express Highway,
Behind TCS Bldg, Thane West – 400607.

Registered and Corporate Office Address:

IndiabullsFinanceCenter, Tower 3, 6th Floor, SenapatiBapatMarg, Elphinstone(W), Mumbai - 400013.

Tel: 91-22-4097 6666;Fax: 91-22-4097 6600; Website:www.futuregenerali.in

We trust that Your insurance plan will meet Your requirements. We assure You of Our best services always.
Insurance is the subject matter of solicitation.

<<Name>>

Authorised signatory

Future Generali India Life Insurance Company Limited



PART A

POLICY PREAMBLE

Future Generali Flexi Online Term Plan

Non Linked Insurance Plan

UIN: []

We have issued this contract of insurance with You on receipt of the first premium and on the basis of the details contained in the Proposal Form, other information and documentation submitted to Us in relation to the proposal for insurance cover on the life of the Life Assured and the medical evidence provided (if any). The details and declarations contained in the Proposal Form are the basis on which this contract of insurance has been issued.


We agree to pay the benefits specified in this Policy on the occurrence of the insured events described in Part C of this Policy while this Policy is in force, subject to the terms and conditions of this Policy and including the receipt of premium.

For and on behalf of Future Generali India Life Insurance Company Ltd

(Authorized Signature)

Date: _____

IMPORTANT: You are requested to read this Policy Document thoroughly. On examination of this Policy, if any error or incorrect description is found, this Policy should be returned to Us immediately for correction.

	Future Generali India Life Insurance Company Limited
	IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

PART B

DEFINITIONS & INTERPRETATION

Definitions: The terms defined below are important terms which apply under this Policy. These terms are used with initial capitals in the Policy Document and shall have the meaning ascribed to them below wherever they appear in the Policy Document:

- 1) **“Age”** means age as on last birthday which is the number of completed years on the last birthday.
- 2) **“Annualised Premium”** means the amount specified in the Schedule which is the total Instalment Premium payable for a Policy Year.
- 3) **“Appointee”** means the person named in the Schedule to whom the Death Benefit shall become payable if the Nominee is less than Age 18 when the Death Benefit becomes payable.
- 4) **“Death Benefit”** means the benefit which becomes payable on the Life Assured’s death in accordance with Part C of this Policy.
- 5) **“Distance Marketing Mode”** means insurance solicitation/lead generation by way of telephone calling/ Short Messaging Service (SMS)/other electronic modes such as e-mail, internet and interactive television (DTH)/direct mail/newspaper and magazine inserts or any other means of communication other than in person.
- 6) **“Endorsement”** means a written endorsement issued by Us on the Schedule to record any changes to the applicable terms and conditions of this Policy or the details contained in the Schedule. Endorsements shall form a part of this Policy and shall be binding on You and Us. It is agreed that the terms of an Endorsement shall supersede any conflicting provisions in this Policy Document, Rider or Schedule.
- 7) **“Financial Year”** means the twelve month period between 1st April of each calendar year and 31st March of next calendar year.



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- 8) **“Grace Period”** means the period of time, as specified in Part F, from the Premium Due Date which is specified in this Policy during which You can pay the due Instalment Premium to Us. During the Grace Period, this Policy will be considered to be in force with the risk cover and without any interruption, as per the terms of this Policy.
- 9) **“Indebtedness”** means unpaid Instalment Premiums, any unpaid loans granted by Us under this Policy and accrued interest thereon and any other amounts You owe Us in accordance with the terms of this Policy, including all accrued interest on these amounts. Part D of this Policy will specify whether loans will be granted by Us under this Policy.
- 10) **“Instalment Premium”** means the premium amount specified in the Schedule which is payable under this Policy at the frequency and in the modes specified in the Schedule.
- 11) **“IRDAI”** means the Insurance Regulatory and Development Authority of India.
- 12) **“Lapse”** means the status of the Policy where due Instalment Premium, for the period as specified in the Part C of the Policy, have not been paid within the Grace Period and where policy benefits, if any, shall become payable in accordance with Part C.
- 13) **“Life Assured”** means the person named in the Schedule on whose life the insurance cover under this Policy has been granted.
- 14) **“Maturity Benefit”** means the benefits which become payable on or after the Maturity Date in accordance with Part C of this Policy. Part C will specify whether a Maturity Benefit is payable under this Policy.
- 15) **“Maturity Date”** means the date specified in the Schedule on which the Maturity Benefit (if any) becomes payable if the conditions specified in Part C of this Policy are satisfied.
- 16) **“Nominee”** means the person named in the Schedule to whom the Death Benefit shall become payable if the conditions specified in Part C of this Policy are satisfied.
- 17) **“Policy”** means the contract of insurance entered into between the Policyholder and Us as evidenced by the “Policy Document”



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- 18) **"Policy Document"** means this policy document, the Proposal Form, the Schedule and any additional information or documentation provided to Us in relation to the Proposal Form, any Endorsements issued by Us and any Riders attached to this Policy.
- 19) **"Policyholder"** means the person named in the Schedule on whom the contract under this Policy is executed and owns this Policy and, subject to the terms and conditions of this Policy, holds all the rights under the Policy.
- 20) **"Policy Anniversary"** means the same date as the Policy Commencement Date in each Policy Year during the Policy Term.
- 21) **"Policy Commencement Date"** means the date specified in the Schedule on which this Policy commenced.
- 22) **"Policy Term"** means the period specified in the Schedule which is the number of years from the Policy Commencement Date to the Maturity Date.
- 23) **"Policy Year"** means a period of 12 consecutive calendar months from the Policy Commencement Date and every subsequent Policy Anniversary, thereafter.
- 24) **"Premium Paying Term"** means the period specified in the Schedule during which the Instalment Premiums are payable.
- 25) **"Premium Due Date"** means date specified in the Schedule on which the Instalment Premium will become due.
- 26) **"Proposal Form"** means the proposal form provided by Us which is completed by You in utmost good faith and sets out the various particulars which form the basis of the insurance cover under this Policy.
- 27) **"Reduced Paid-up Policy"** means a Policy on which due Instalment Premiums are not received after a specified number of Instalment Premiums have been received. Part C of this Policy will specify whether and under which conditions this Policy may be considered to be a Reduced Paid-up Policy. If this Policy

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is converted to a Reduced Paid-up Policy, then only those reduced benefits specified in Part C of this Policy will be payable on the occurrence of the insured events.

- 28) **“Revival”** means restoring the lapsed or a Reduced Paid-up Policy to an inforce Policy as per the revival conditions mentioned in Part D of the Policy.
- 29) **“Revival Period”** means a period of 2 consecutive years from the first Premium Due Date on which the Instalment Premium was unpaid during which a lapsed Policy or a Reduced Paid-up Policy may be revived in accordance with the terms of Part D of this Policy.
- 30) **“Rider”** means a rider contract which is attached to and forms a part of this Policy. The Schedule will specify whether any Riders are applicable under this Policy and the premium amounts payable for such Riders.
- 31) **“Risk Commencement Date”** means the date specified in the Schedule on which the risk under this Policy commences.
- 32) **“Schedule”** means the policy schedule which is issued by Us and attached to this Policy together with any amendments to the Schedule or Endorsements which may be issued by Us from time to time.
- 33) **“Sum Assured”** means the amount specified in the Schedule
- 34) **“Surrender”** means the complete withdrawal/termination of the entire Policy. Part D of this Policy will specify whether and under which conditions this Policy can be Surrendered.
- 35) **“Surrender Value”** means the amount payable, if any, on the Surrender of this Policy. Part D of this Policy will specify the manner of calculation of the Surrender Value, if any.
- 36) **“Vesting Date”** means the Policy Anniversary coinciding with or immediately following the Life Assured attaining Age 18 if the Life Assured was a minor on the Risk Commencement Date. Part C of this Policy will specify whether and under which conditions this Policy will vest with the Life Assured.
- 37) **“We, Us, Our”** means Future Generali India Life Insurance Company Limited.
- 38) **“You, Your”** means the policyholder of this Policy as named in the Schedule.



PART B

Interpretation:

- 1) References in this Policy to the singular shall include the plural and vice versa.
- 2) References in this Policy to one gender shall include the other gender.
- 3) References in this Policy to any statutes, rules, regulations or guidelines shall include any re-enactments or amendments to the same.
- 4) Section/paragraph headings are for ease of reference only and shall not have any interpretative value.
- 5) Words and expressions used in this Policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act 1938, as amended from time to time and/or the rules/regulations/guidelines made thereunder as may be amended from time to time.

**PART C****POLICY BENEFITS & PREMIUM PAYMENT CONDITIONS**

The benefits available under this Policy are specified in this Part C below. Benefit amounts payable on the occurrence of the events specified below are set out in the Schedule. Benefits due will become payable to You / Life Assured or Your assignee or Nominee or to Your legal heirs, executors, administrators or legal representatives, as applicable.

In order to secure the full benefits available under this Policy, Instalment Premiums must be paid in full and on time for the Premium Paying Term. If the Instalment Premiums are not received on time, then the non-forfeiture provisions in this Part C will apply.

Amendments to this Policy shall be effective only if such amendments are carried out only through Endorsements issued by Us.

1) Commencement of Risk Cover under this Policy

The risk cover under this Policy shall commence only on the Risk Commencement Date.

2) Death Benefit

a) If the Life Assured dies on or after the Risk Commencement Date but during the Policy Term and provided that the Policy has not lapsed, the Death Sum Assured payable shall be as follows based on the Option chosen by You at the outset of this Policy as specified in this Schedule:

i. Option 1: Basic Life Cover

Death Sum Assured shall be payable on acceptance of claim.

ii. Option 2: Fixed Income Protection

(1) Fixed Income Protection Amount as specified in this Schedule shall be payable monthly on acceptance of claim and subsequently on every subsequent monthly death anniversary of the Life assured till he would have attained Age 60 had he been alive, subject to a minimum 120 monthly payments.

(2) At the time of intimation of death claim, the Nominee may request Us in writing to make a lumpsum payment of the Death Benefit amount. We will make lumpsum payment as

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discounted value of Fixed Income Protection payments using a discount rate of 6.5% per annum compounded yearly

iii. Option 3: Increasing Income Protection

(1) Increasing Income Protection Amount as specified in this Schedule, inflating at 10% per annum, shall be payable monthly on acceptance of claim death and on every subsequent monthly death anniversary of the Life assured till he would have attained Age 60 had he been alive, subject to a minimum 120 monthly payments. The application of inflation is subject to the following:

- (a) Inflation is 10% per annum simple.
- (b) Inflation is applied annually on every Policy Anniversary.
- (c) Inflation starts from second Policy Year and continues to apply during the period even after the monthly payments have commenced (i.e. even after death).
- (d) Inflation continues to apply after death.

(2) At the time of intimation of death claim, the Nominee may request Us in writing to make a lumpsum payment of the Death Benefit amount. We will make lumpsum payment as discounted value of Increasing Income Protection payments using a discount rate of 6.5% per annum compounded yearly

b) At inception, You may have chosen a combination of options as follows:

- i. Fixed Income Protection + Basic Life Cover
- ii. Increasing Income Protection + Basic Life Cover

In case of a combination option chosen, the Death Benefit payable shall be the combination of the options chosen as described above in 2a.

c) The Death Sum Assured shall be the highest of the following :

- i. 10 times Annualised Premium (*excluding taxes, extra premiums and rider premiums, if any*) , or
- ii. 105% of total premiums paid (*excluding taxes, extra premiums and rider premiums, if any*) as on date of death ,or
- iii. Absolute amount payable on death which is equal to the Sum Assured

Where Sum Assured is equal to

- (1) Option 1 - Basic Life cover : Sum Assured chosen at the outset



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(2) Option 2 – Fixed Income Protection : discounted value of Fixed Income Protection payments as on date of death discounted at a rate of 6.5% p.a. compounded yearly

(3) Option 3 – Increasing Income Protection: discounted value of Increasing Income Protection payments as on date of death discounted at a rate of 6.5% p.a. compounded yearly.

d) All Rider benefits, if any, shall terminate, thereafter on death of the Life Assured

3) Maturity Benefit

a) No Maturity Benefit is available under this Policy.

4) Premium Payment Conditions

a) Payment of Instalment Premium:

Instalment Premiums shall be payable in full on the Premium Due Dates until the expiry of the Premium Paying Term. The Instalment Premiums shall be deemed to have been paid only when they have been received at Our head office or any other office authorized by Us for that purpose.

b) Change in Premium Payment Frequency:

We will not permit any changes to be made to the frequency at which the Instalment Premium is payable as recorded in the Policy Schedule.

c) Deduction of Instalment Premiums from the Claim Amount:

If this Policy is in force and the Death Benefit becomes payable in accordance with this Part C, any Instalment Premiums due till the next Policy Anniversary, shall be deducted from the Death Benefit payable under this Policy.

d) Cessation of Payment of Instalment Premium:

If the Life Assured dies during the Policy Term, any Instalment Premiums that would otherwise have been due on or after the next Policy Anniversary following the death of the Life Assured are not required to be paid to Us.



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5) Non-Forfeiture Provisions

- a) If any Instalment Premium remains unpaid at the end of the Grace Period (Refer Part F), this Policy shall lapse and shall have no value.
 - (1) The Death Benefit shall not be payable if the Life Assured dies after this Policy has lapsed and before it has been revived in accordance with Part D of this Policy
 - (2) This Policy may be revived within the Revival Period in accordance with Part D of this Policy.
 - (3) If this Policy is not revived within the Revival Period, no benefit shall be payable on the date of expiry of Revival Period, and this Policy will terminate
- b) This Policy will not be converted to a Reduced Paid Up Policy in case any Instalment Premium remains unpaid at the end of Grace Period.
- c) This Policy will not acquire any residual value at any time during the currency of this Policy

6) Termination of the Policy

This Policy will cease immediately and automatically on the happening of the earliest of any of the following:

- a) on the date of payment of the entire Death Benefit upon the death of the Life Assured; or
- b) on the date of receipt of Free Look request in accordance with Part D of this Policy; or
- c) on the expiry of the Revival Period provided We have not received the due unpaid regular Premiums from You.

**PART D****POLICY SERVICING CONDITIONS**

The procedure and conditions applicable to various policy servicing aspects pertaining to this Policy are specified in this Part D below.

1) Free Look Period

- a) You may return this Policy within 30 days of receipt of the Policy Document if You disagree with any of the terms and conditions by giving Us a written request for cancellation of this Policy which is dated and signed by You which states the reasons for Your objections. We will cancel this Policy and refund the Instalment Premium received after deducting proportionate risk premium for the period on cover, stamp duty charges and expenses incurred by Us on the medical examination of the Life Assured (if any).

2) Surrender

- a) No Surrender Value is payable under this Policy.

3) Revival

- a) If this Policy has lapsed, it may be revived within the earlier of the expiry of the Revival Period and the Maturity Date. Revival Period is 2 consecutive years from the first Premium Due Date on which the Instalment Premium was unpaid.
- b) In order to revive this Policy, You must give Us a written request for revival along with:
 - i) The Life Assured's health declaration and other evidence of insurability to Our satisfaction.
 - ii) Payment of all overdue Instalment Premiums in full (along with the service tax or any other taxes, cesses or levies, if any).
- c) This Policy will be revived in accordance with Our board approved underwriting policy.
- d) 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 this Policy and not in isolation.



PART D

4) Loans

- a) No loans are available under this Policy.

5) Policy Vesting Provisions

Not applicable as the minimum Age at entry of the Life Assured at Policy Commencement Date should be 18 years.

SAMPLE



PART E

Applicable Charges, Funds & Fund Options

- 1) No charges or fees are applicable under this Policy.
- 2) This Policy is a non-linked insurance product, so no funds or fund options are available.

SAMPLE

**PART F****General Terms & Conditions****1) Non-Disclosure & Fraud**

This Policy has been issued in reliance of Your representations that You have made a full and accurate disclosure of all material facts and circumstances and that You have not misrepresented or suppressed any material facts or circumstances. In the event that it is proved in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time that You have misrepresented or suppressed any material facts or circumstances, We shall be entitled to cancel this Policy and the premiums collected on the policy till the date of cancellation 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 on which the policy is cancelled.

Please note the terms of Section 45 of the Insurance Act, 1938, as amended from time to time, which states as follows:

- (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.
- (3) Notwithstanding anything contained in sub-section(2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the mis-statement 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 mis-statement 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.
- (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*



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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 mis-statement 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.

- (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.*

2) Prohibition of Rebates

- a) Please note the terms of Section 41 of the Insurance Act, 1938, as amended from time to time, which states as follows:

“ (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.*

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(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees."

3) Grace Period:

Any Instalment Premium which is not received in full by the Premium Due Date may be paid in full during the Grace Period of 30 days. This Policy will remain in force during the Grace Period. If the Life Assured dies during the Grace Period, the Death Benefit in accordance with the provisions of Part C above shall be payable after deducting the due premium.

4) Statement of Age

- a) This Policy is issued at the Age shown in the Schedule which is the Life Assured's declared Age as at the Policy Commencement Date. In the event the declared Age as at the Policy Commencement Date is found to be different from the actual age on the Policy Commencement Date, without prejudice to Our other rights and remedies, including those under the Insurance Act, 1938, as amended from time to time, one of the following actions may be taken:
- i) If the actual Age of the Life Assured is such that the Life Assured would not have been eligible under this insurance product either on Policy Commencement Date or on date of Death for insurance coverage, this Policy shall be cancelled with effect from the Policy Commencement Date and the Instalment Premium received shall be refunded after the deduction of the stamp duty charges and costs incurred by Us on the medical examination of the Life Assured, if any.
 - ii) If the actual Age of the Life Assured is higher than the declared Age and higher Instalment Premiums should have been charged per Our board approved underwriting policy, the benefits payable under this Policy shall be reduced to the amount that the Instalment Premiums received would have purchased at the actual age of the Life Assured.
 - iii) If the actual Age of the Life Assured is lower than the declared Age and lower Instalment Premiums should have been charged per Our board approved underwriting policy, We will refund any excess premiums received, without any interest.

**PART F****5) Claims Procedures****Payment of Death Benefits**

- a) The death of the Life Assured must be notified immediately to Us in writing.
- b) Affirmative proof of death and any appropriate documents as required by Us must be completed and furnished to Us, within 90 days from the date of death of the Life Assured, unless specified otherwise. However, a notification of claim received after 90 days may be accepted, if the claimant proves to Our satisfaction that there was sufficient cause for not filing the claim within the aforesaid period. The condonation of delay shall be solely at Our discretion.
- c) The following documentation must necessarily be submitted to Us for Us to establish a death claim to Our satisfaction:
 - i) Original Policy Document;
 - ii) Original death certificate;
 - iii) Post mortem report / FIR, where applicable;
 - iv) Claim forms duly completed as required by Us;
 - v) Certificate from physician/hospital last attended showing cause of death wherever applicable;
 - vi) Legal evidence of title of the claimant where no valid nomination or assignment under this Policy exists or in cases where the title is in dispute;
 - vii) Proof of Age, if the Age has not been admitted earlier.
- d) We may, however, call for additional documents, if found necessary, in support of the claim.

6) The Policyholder's Rights

- a) You are the policyholder of this Policy. Unless provided otherwise in the terms of this Policy or through the provisions of applicable Indian law, only You 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 any assignee's rights, if any.

7) Suicide Exclusion

If the Life Assured's death arises directly or indirectly through or in consequence of suicide within 12 months :



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- i. from the date of commencement of the Policy , the nominee or beneficiary shall be entitled to 80% of the premiums paid, provided the Policy is in force, or
- ii. from the date of revival of the Policy, the Nominee or beneficiary shall be entitled to an amount equal to 80% of premiums paid till the date of death.

8) Assignment and transfer of insurance policies

Please note the terms of Section 38 of the Insurance Act, 1938, as amended from time to time, which states as follows:

(1) A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof , the antecedents of the assignee and the terms on which the assignment is made.

(2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1) , where it has sufficient reason to believe that such transfer or assignment is not bonafide or is not in the interest of the policy-holder or in public interest or is for the purpose of trading of insurance policy.

(3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policy-holder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment.

(4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to IRDAI.

(5) Subject to the provisions in sub-section (2) ,the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except ,where the transfer or assignment is in favour of the insurer ,shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer:



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***Provided** that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place in where the policy is being serviced.*

(6) The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment, the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered:

***Provided** that if any dispute as to the priority of payment arises as between assignees, the dispute shall be referred to the IRDAI.*

(7) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by regulations , grant a written acknowledgment of the receipt of such notice; and any such acknowledgment shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.

(8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in subsection (5), recognise the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

(9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section.

(10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that -

(a) the proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured ;or

(b) The insured surviving the term of the policy, shall be valid:



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Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

(11) In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policy-holder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

9) Nomination by policyholder

Please note the terms of Section 39 of the Insurance Act, 1938, as amended from time to time, which states as follows:

(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 policyholder to appoint any person in the manner laid down by the insurer, to receive the money secured by the 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 policyholder a written acknowledgment of having registered a nomination or a cancellation change thereof, and may charge a 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 risks 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 re-assignment 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:

**PART F**

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 policy-holder 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 policy-holder 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.



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(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 policy-holder 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.*

10) Loss of Policy Document

If the Policy Document is lost or misplaced, You should submit to Us a written request stating the fact and the reason for the loss. If We are satisfied that the Policy Document is lost or misplaced, then, We will issue You a duplicate Policy Document by charging an amount as decided by Us from time to time. Upon the issue of the duplicate Policy Document, the original Policy Document will automatically cease to have any validity with immediate effect.

You agree to indemnify us and hold us free and harmless from any costs, expenses, claims, awards or judgments arising out of or in relation to the original Policy Document.

11) Restrictions on Travel, Residence & Occupation

- a) This Policy does not impose any restrictions on to travel, residence or occupation, unless specified otherwise in Part C of this Policy or under applicable Indian law.

12) Governing Law & Jurisdiction

- a) This Policy shall be governed by and is subject to Indian law.



PART F

- b) Any and all disputes arising under or in relation to this Policy shall be subject to the jurisdiction of the Indian courts.
- c) The terms and conditions of this Policy, including the premiums and benefits payable under this Policy are subject to variation in accordance with directions of the IRDAI and the relevant provisions of Indian law.

13) Electronic Transactions

- a) You 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 Our behalf, for and in respect of this Policy or its terms, or Our other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with Our terms and conditions for such facilities, as may be prescribed from time to time.

14) Policy Currency

- a) All amounts payable either to or by Us under this Policy shall be in Indian Rupees only.

15) Address for Correspondence

- a) Any notice, information, request or instruction to Us must be in writing and delivered to the address intimated by Us to You, which is currently intimated to You as follows:

Chief - Operations
Future Generali India Life Insurance Co. Ltd.
Ground floor of Lodha i - Think techno campus
A wing - 1st floor, Pokhran Road -2
Off eastern express Highway
Behind TCSBldg.
Thane (West)
Thane 400607

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- b) We may change the address stated above and intimate You of such change in writing.
- c) Any notice, information or instruction from Us to You shall be mailed to Your address stated in the Schedule or to the changed address as intimated by You to Us in writing.

16) Applicable Taxes & Duties

The tax benefits on this Policy shall be as per the prevailing tax laws in India and amendments thereto from time to time. In respect of any payment made or to be made under this Policy, We will deduct or charge or recover taxes, including service tax and other levies, as applicable at such rates as notified by the government or such other body authorised by the government from time to time. Tax laws are subject to change.



PART G

Grievance Redressal Procedure & List of Insurance Ombudsmen

1) In case of any grievance, please approach the following in the order given below:

- a) In the event of any complaint/grievance 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**

Ground floor of Lodha i – Think techno campus,
A wing – 1st floor, Pokhran Road -2,
Off eastern express Highway,
Behind TCS Bldg
Thane (West)
Thane 400607
Email ID:care@futuregenerali.in
Our website: www.futuregenerali.in

- b) In case the decision of the above office is not satisfactory, or there is no response from the office within 10 days, the following official for resolution of the grievance may be contacted:-

**Grievance Redressal Officer
Future Generali India Life Insurance Company Limited**

Ground floor of Lodha i – Think techno campus,
A wing – 1st floor, Pokhran Road -2,
Off eastern express Highway,
Behind TCS Bldg
Thane (West)
Thane 400607
Contact No: 1800 102 2355
Email: gro@futuregenerali.in

- c) In case Our decision/resolution of the grievance is not satisfactory the IRDAI (Insurance Regulatory and Development Authority of India) through the Integrated Grievance Management System (IGMS) may be approached on the following contact details. The IGMS provides a gateway for policyholders to register complaints with insurance companies first and if required the same can be escalated to the IRDAI Grievance Cell.



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IRDAI Grievance Call Centre (IGCC)

CallCenter: TOLL FREE NUMBER (155255) for voice calls
Email ID: complaints@irda.gov.in

A complaint may also be registered online at: <http://www.igms.irda.gov.in/>

Address for communication for complaints by paper/fax:

Consumer affairs Department,
Insurance Regulatory and Development Authority of India ,
9th Floor, United Towers,
Basheerbagh,
Hyderabad -500 029
Fax 91 – 40 – 66789768

d) Insurance Ombudsman

i) In case Our decision/resolution is not satisfactory, the Insurance Ombudsman designated by IRDAI may be approached if the grievance pertains to:

- (1) Insurance claim that has been rejected or a dispute of a claim based on the legal construction of this Policy;
- (2) Delay in settlement of a claim;
- (3) Disputes with regard to the payment of premium;
- (4) Non-receipt of the Policy Document.

ii) Further, As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Insurance Ombudsman can be made only:

- (1) if the grievance has been rejected by Our Grievance Redressal Machinery;
- (2) within a period of one year from the date of rejection by Us;
- (3) if it is not simultaneously under any litigation.

iii) The Insurance Ombudsman is an organization that addresses grievances that are not settled to Your satisfaction. The list of Insurance Ombudsmen offices is provided as Annexure I to this Policy. Further, the list of Insurance Ombudsmen offices is also available at the website below:

http://www.irdaindia.org/ombudsmen/ombudsmenlist_new.htm

The complaint to the Insurance Ombudsman 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 the complainant.

**PART G****ANNEXURE I****LIST OF INSURANCE OMBUDSMEN**

CONTACT DETAILS	JURISDICTION
AHMEDABAD - Shri. / Smt. Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: ins.omb@rediffmail.com	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BENGALURU - Shri. M. Parshad Office of the Insurance Ombudsman, Jeevan Mangal Bldg., 2nd Floor, Behind Canara Mutual Bldgs., No.4, Residency Road, Bengaluru - 560 025. Tel.: 080 - 22222049 Fax: 080 - Email: insombudbng@gmail.com	New Centre.
BHOPAL - Shri. Raj Kumar Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpalbhopal@gmail.com	States of Madhya Pradesh and Chattisgarh.

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BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: ioobbsr@dataone.in	State of Orissa.
CHANDIGARH - Shri. Manik B. Sonawane Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: ombchd@yahoo.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: chennaiinsuranceombudsman@gmail.com	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237539 Fax: 011 - 23230858 Email: iobdelraj@rediffmail.com	States of Delhi and Rajasthan.
GUWAHATI - Shri D. C. Choudhury Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: ombudsmanghy@rediffmail.com	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

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HYDERABAD - Shri. G. Rajeswara Rao Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: insombudhyd@gmail.com	States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
Jaipur - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - Fax: 0141 - Email:	New Centre.
KOCHI - Shri. P. K. Vijay Kumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: iokochi@asianetindia.com	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: insombudsmankolkata@gmail.com	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
LUCKNOW - Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: insombudsman@rediffmail.com	States of Uttar Pradesh and Uttaranchal.

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MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: ombudsmanmumbai@gmail.com	States of Maharashtra and Goa.
Pune - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020 - Fax: 020 - Email:	New Centre.