

# Terms and Condition of your Policy

## Future Assure

### Policy Preamble

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

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

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

### Policy Provisions

#### I. DEFINITIONS

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

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

“**Policy Commencement Date**” is the start date of the Policy.

“**Risk Commencement Date**” is the date from which the benefits arising out of the contingencies (e.g. death) as stated in the Policy Schedule apply.

The Policy Commencement Date and the Risk Commencement Date are shown in the Policy Schedule.

“**Vesting Date**” is the Policy anniversary coinciding with or following the 18<sup>th</sup> birthday of the life assured if he was a minor at the risk commencement date.

“**Reinstatement Date**” is the date on which a Policy which lapsed due to non-payment of premium is reinstated by payment of all premiums due as per our rules given in the Policy Provisions. The reference in this document is to the date of the last of such reinstatements at that time if more than one reinstatement has taken place.

“**Age**” is age last birthday, that is, age in completed years.

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

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

“**Premium Due Date**” are dates on which the installment premiums fall due as stated in the Policy Schedule.

“**Term / Policy Term / Benefit Term**” is the number of years from the Commencement Date to the Maturity Date of the benefit.

“**Maturity Date**” is the date on which the Policy benefits, if not previously invoked due to the contingencies covered (e.g. death), terminate on the expiry of the Policy Term.

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

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

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

“**Policy Anniversary**” refers to the same date each year during the Policy term, as the Policy Commencement date.

“**Indebtedness**” means any unpaid Policy loans including automatic premium loan if applicable and accrued interest thereon, unpaid premiums, deductibles and any other amounts owed to the Company including all accrued interest on these.

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

“**Surrender Value**” means the gross amount, before any deduction, that is to be refunded to the Policyholder upon early and voluntary termination of the Policy by the policyholder. Any indebtedness will be deducted from the Surrender Value of the Policy before payment.

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

“**Waiting Period**” - In case of Critical Illness Benefit, if critical illness is first diagnosed within the waiting period from the risk commencement date of the Policy or the reinstatement date if reinstatement has been affected, the critical illness benefit will not be paid.

“**Survival Period**” - In case of Critical Illness Benefit, the survival period is the period between the diagnosis of a critical illness and eligibility for a benefit payment. This means that after surviving a minimum required number of days from the date of diagnosis, the Life Assured becomes eligible to receive the critical illness benefit.

“**Endorsement**” - A change agreed in writing by us in any of the terms of the Policy.

#### 2. INTRODUCTION

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

##### 2.1 Policy Benefits

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

The nature of the various benefits subsisting under the Policy is given below. The benefits that apply to your Policy are those that are stated in your Policy Schedule. The other benefits appearing below but not appearing in the policy schedule are excluded.

However,

1. Any indebtedness on the Policy at the time of any payment herein shall be deducted from the amount otherwise payable;
2. The terms and conditions of any Endorsement attaching to and forming part of this policy supersede any conflicting provisions of the Policy.

#### I. BASIC POLICY BENEFIT

The ‘Basic Policy benefit’ along with accrued bonuses if any, is payable if the life assured dies before the maturity date or on his survival up to the maturity date. The Policy along with all rider benefits if any shall terminate thereafter.

This benefit applies if it is in force, or the non-forfeiture provisions would apply.

#### II. TERM ASSURANCE RIDER BENEFIT

The ‘Term Assurance rider benefit’ is payable on death of the life assured during the benefit term.

# Terms and Condition of your Policy

## Future Assure



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

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

### III. ACCIDENTAL DEATH RIDER BENEFIT:

- (a) Accidental death rider benefit is payable if *life assured* dies during the *benefit term* from a cause which is accidental. In such an event, the accidental death *sum assured* is payable.
- (b) If the *life assured* shall sustain any bodily injury resulting solely and directly from an accident caused by outward, violent and visible means and such injury shall within a period of 180 days of the occurrence of the accident; solely, directly and independently of all other causes, result in the death of the *life assured*, such death will be deemed to be accidental death.
- (c) Accidental death rider benefit will not be paid if the accident is caused under any of the following circumstances –
- (i) Arising out of self inflicted injury, suicide, or death whilst under the influence of intoxicating alcohol, or narcotic substances;
  - (ii) Arising out of riots, civil commotion, rebellion, war (whether war be declared or not), invasion, hunting, mountaineering, steeple chasing or racing of any kind, bungee jumping, river rafting, scuba diving, paragliding or any such adventurous sports or hobbies;
  - (iii) As a result of the *life assured* committing any breach of law;
  - (iv) Arising from employment of the *life assured* in the armed forces or military service of any country at war (whether war be declared or not) or from being engaged in duties of any para-military, security, naval or police organization; and
  - (v) As a result of accident while the *life assured* is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger, in any aircraft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes.
- (d) This benefit applies if it is in force on the date of death / accident of the *life assured*. The non-forfeiture provisions however do not apply to this benefit.

### IV. ACCIDENTAL TOTAL AND PERMANENT DISABILITY RIDER BENEFIT:

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

This rider benefit and the premium for this benefit cease after the claim for accidental Total Permanent Disability rider is accepted by the Company.

- (b) The *Life Assured* will be regarded as Totally and Permanently disabled if, as a result of accidental bodily injury, resulting solely and directly from an accident caused by outward, violent and visible means,
- he has been rendered totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit, or
  - he has suffered the loss of (or the total and permanent loss of use of) both hands, or both feet, or both eyes, or a combination of any two.

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

- (c) Accidental Total Permanent Disability Rider Benefit will not be paid if the accident leading to the disability is caused under following circumstances –
- (i) Arising out of self injury, or whilst under the influence of intoxicating alcohol, or narcotic substances;
  - (ii) Arising out of riots, civil commotion, rebellion, war (whether war be declared or not), invasion, hunting, mountaineering, steeple chasing or

racing of any kind, bungee jumping, river rafting, scuba diving, paragliding or any such adventurous sports or hobbies;

- (iii) As a result of the *life assured* committing any breach of law;
- (iv) Arising from employment of the *life assured* in the armed forces or military service of any country at war (whether war be declared or not) or from being engaged in duties of any para-military, security, naval or police organization; and
- (v) As a result of accident while the *life assured* is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger, in any aircraft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes.

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

### V. CRITICAL ILLNESS (CORE) RIDER BENEFIT

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

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

#### Cancer:

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

The following conditions are excluded –

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

#### Stroke:

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

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

The following are excluded:

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

#### Heart Attack:

# Terms and Condition of your Policy

## Future Assure



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

- Typical clinical symptoms (e.g. characteristic chest pain etc)
- New characteristic electrocardiographic changes
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
  - Troponin T > 1.0 ng/ml
  - AccuTnl > 0.5 ng/ml, or equivalent thresholds with other Troponin I methods;
- Left ventricular ejection fraction less than 50%, measured three months or more after the event.

The following are excluded:

- Angina; and
- Other acute coronary syndromes (e.g. myocyte necrosis)

The diagnosis must be confirmed by a consultant cardiologist.

### **Coronary Artery Bypass Surgery:**

The actual undergoing of open chest surgery to correct the narrowing or blockage of one or more of coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be recommended by a Consultant Cardiologist as medically necessary.

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

### **Kidney Failure:**

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

### **Major Organ Transplant:**

The actual undergoing, as a receipt, of a human-to-human transplant of:

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

The transplant must be medically necessary and based on objective confirmation of organ failure by a consultant physician. The transplantation of all other organs, parts of organs or any other tissue or cell transplants are excluded.

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

- A *waiting period* of 90 days will apply, i.e. if critical illness is first diagnosed within 90 days from the *risk commencement date* or *reinstatement date* if reinstatement has been affected;
- A *survival period* of 28 days will apply; meaning that the *life assured* has to survive a minimum period of 28 days after the diagnosis of the critical illness in order to be eligible for the Critical Illness benefit;
- If the Critical Illness takes place as a result of any pre-existing medical condition of which the Company has reasons to believe that the *Life Assured* should have been aware of or for which symptoms had manifested themselves prior to the inception of the Policy;
- Critical Illness is caused by self inflicted injury, war/invasion, injury during criminal activity or breach of law or under influence of narcotic drug, alcohol etc;
- Where the Company has evidence that the illness has arisen out of an unreasonable failure on the part of the *life Assured* to follow medical advice. Moreover, where there is evidence that the *life assured* has delayed medical

treatment in order to circumvent the *waiting period* or other conditions and restrictions applying in the Policy;

- If the *life assured* is found to be infected with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS);
- As a result of accident while the *life assured* is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger, in any aircraft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes;
- Injuries caused by such activities as hunting, mountaineering, steeple-chasing, racing of any kind, bungee jumping, river rafting, scuba diving, paragliding or any other such adventurous sports or hobbies.

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

- Critical Illness benefit is payable only once during the term of the Policy;
- Critical illness benefit will be payable only after the Company is satisfied on the basis of available medical evidence that the specified illness has occurred;
- The date of occurrence of critical illness will be reckoned for the above purpose as the date of diagnosis of the illness / conditions. It will be the date on which the medical examiner first examines the *life assured* and certifies the diagnosis of any of the illnesses / conditions;
- Within 90 days from the date on which any of the above mentioned contingencies has occurred, full particulars thereof must be notified in writing to the office of the Company where this Policy is serviced together with the then address and whereabouts of the *life assured*. Proof satisfactory to the Company of the contingency that has occurred, shall be furnished in the manner required. Any Medical Examiner named by the Company shall be allowed to examine the person of the *life assured* in respect of any benefit claimed under the Benefit(s) mentioned under the Policy document, in such manner and at such times, as may be required by the Company. Based on the evidence provided and medical examination carried out, a panel of medical practitioners appointed by the Company should consider the claim and recommend its admission.

### **(d) Review of premium rates**

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

This benefit applies if it is in force on the date of diagnosis of the critical illness condition. The non-forfeiture provisions however do not apply to this benefit.

## **VI. WAIVER OF PREMIUM ON DISABILITY RIDER BENEFIT**

- (a) On occurrence of Total Permanent Disability to the *life assured*, arising out of a cause which is accidental, all future premiums/contributions under this Policy shall no longer be required to be paid; all benefits under the Policy as per the Policy Schedule shall continue to be as in force and be available in full to the *life assured*.

This rider benefit and the premium for this benefit cease once the claim for this benefit is accepted by the Company.

- (b) The *Life Assured* will be regarded as Totally and Permanently disabled if, as a result of accidental bodily injury, resulting solely and directly from an accident caused by outward, violent and visible means,
- he has been rendered totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit, or
  - he has suffered the loss of (or the total and permanent loss of use of) both hands, or both feet, or both eyes, or a combination of any two.

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

- (c) This benefit will not apply if the accident leading to the disability is caused under following circumstances –

# Terms and Condition of your Policy

## Future Assure

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

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

### VII. LIFE GUARDIAN RIDER BENEFIT

If the *policyholder* dies before the *vesting date* when the *life assured* is a minor all future premiums under this Policy shall not be required to be paid till the *vesting date*; all benefits under the Policy as per the Policy Schedule shall continue to be as in force and will be available in full to the *life assured/policyholder*. The premiums due on or after the *vesting date* and there after will be required to be paid.

This rider benefit and the premium for this benefit cease thereafter.

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

### VIII. Future Generali Premium Waiver Benefit Rider

In case the proposer who is the *Policyholder* dies while the *life assured* is alive, all future premiums falling due under this Policy after the date of death of the *policyholder* shall be waived and shall not be required to be paid. All benefits under the Policy as per the Policy Schedule shall continue to be as in force and will be available in full to the *life assured*.

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

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

### 3. EXCLUSION

If the *life assured*, whether sane or insane, commits suicide within one year from the *risk commencement date* or *reinstatement date* if reinstatement has been affected, the Policy shall be void and the Company will not pay any claim by virtue of this Policy.

The above provision also applies to the *policyholder* in respect to the Life Guardian Benefit, if the benefit applies to this Policy.

### 4. PARTICIPATION IN PROFITS

The Policy shall participate in the profits arising out of the Company's 'With Profits' life insurance business. It gets a share of the profits emerging from the Company's With Profits business in the form of bonuses. Compound Reversionary Bonuses are declared as a percentage rate, which apply to the *sum assured* in respect of the Basic Policy Benefit plus the reversionary bonuses already attaching on the Policy. They are declared annually at the end of each financial year based on the Statutory Valuation carried out under prevailing Regulations. Once declared, they form a part of the guaranteed benefits of the Policy.

Reversionary Bonus would normally be declared as at 31<sup>st</sup> March every year.

In case the premiums shall not be duly paid, the Policy shall cease to participate in profits irrespective of whether or not the Policy has acquired *Surrender Value*.

### 5. PREMIUM PROVISIONS

#### 5.1 Payment of Premium

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

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

#### 5.2 Change in payment frequency

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

#### 5.3 Grace Period

A Grace Period of 30 days from the *premium due date* will be allowed for payment of yearly, half yearly or quarterly premiums and 15 days for monthly premiums. The Policy will remain in force during the Grace Period. If any premium remains unpaid at the end of the Grace Period, the benefits shall cease and the Policy shall lapse or cease to be in-force. The Policy/Benefit thereafter would have no further value except as provided under the Non- Forfeiture Provisions.

#### 5.4 Deduction of Premium on claim

Provided the Policy/rider benefit is in force and it becomes a claim, any balance of premiums due till the next *Policy anniversary*, as on the date of claim, shall be deducted from the proceeds payable under the Policy/rider benefit.

This however, does not apply to claims in case of benefits where future premiums are waived as part of the benefit.

#### 5.5 Reinstatement

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

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

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

#### 5.6 Premium Cessation

In case of the contingent event happening during the *Policy term*, the benefit terminates after payment of the claim and further premiums are not required to be paid in respect of that benefit, subject to the provisions of Sec 4.4 of this document. In case of a rider benefit, if the rider event happens and the claim is accepted by the Company, the premium pertaining to that rider would stop. Depending on the nature of the event, the Policy may however continue for other benefits if any, and premiums for the other benefits may be required to be paid.

### 6. NON-FORFEITURE PROVISIONS

Your Policy acquires *Surrender Value* after the premiums have been paid for at least three consecutive years from the *Policy commencement date*.

If you do not pay the premium within the Grace Period, your Policy shall lapse. Provided however, that the Policy has acquired *Surrender Value*, the following non-forfeiture options would be available to you.

#### 6.1 Surrender of Policy

The *Surrender Value* is paid to you should you decide to surrender your Policy. Once the Policy is surrendered, all benefits under the Policy will immediately terminate and the Policy will not be eligible for *revival*. The amount payable to you on surrender of the Policy would, at all times be equal to the *Surrender Value* under the Policy less any *indebtedness*.

The *Surrender Value* on a Policy will depend on the *term* of the Policy, the number of years for which premiums have been paid, the sum assured, vested bonuses and the

# Terms and Condition of your Policy

## Future Assure



duration elapsed at the time of surrender and it shall be the higher of the Special Surrender Value and the Guaranteed Surrender Value. The *Surrender terms* will be declared by the Company from time to time and will be based on past financial and demographic experience of the Company with regard to your Policy/group of similar Policies, as well as our assessment of such likely future experience.

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

Such *Guaranteed Surrender Value* on a regular premium policy is allowable after premiums have been paid for at least three consecutive years. A discounted value of the bonuses allocated to the Policy will also be added. The applicable interest rate for discounting will be declared by us from time to time.

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

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

### 6.2 Reduced Paid-Up Value

You may choose to continue with this Policy as a non-participating, paid-up insurance for a reduced *sum assured*; the *sum assured* being reduced to a ratio of the original *sum assured* as the number of premiums actually paid shall bear to the total number of premiums payable as stipulated for in the Policy Schedule. The amount so obtained will be added with the bonuses / pro-rata bonus already attached to Policy as on the date of the last unpaid premium.

6.3 Non Forfeiture provisions will apply to the 'Basic Policy benefit' only and not to any of the rider benefits stated in your Policy Schedule.

## 7. SPECIAL PROVISION WHERE LIFE ASSURED IS A MINOR

### 7.1 Vesting of the Policy

If the Policy is in force or otherwise has acquired *Surrender Value* on the *vesting date*, this Policy shall vest on the *life assured* on that date. Upon such vesting, the Policy will be deemed to be a contract between the *life assured* (also the *policyholder* henceforth) as the owner of the Policy and the Company. The erstwhile *policyholder* or his estate shall cease to have any right or interest therein.

### 7.2 Commencement of Risk

In case of a minor *life assured*,

- if death occurs before he completes 10 years of age; or
- his *age* in completed years at the *risk commencement date* or *reinstatement date* if reinstatement has been affected, is less than 10 years and he dies within two years of the *risk commencement date* or the *reinstatement date*;

the Policy will be cancelled and all premiums paid will be refunded to the *policyholder* along with interest at a rate to be decided by the Company from time to time.

This provision overrides the *risk commencement date* as stated in the Policy Schedule.

## 8. CLAIM PROCEDURES:

### 8.1 Notice of Claim

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

### 8.2 Filing Proof of Claim:

**8.2.1 Death Claim and claims arising out of other benefits** - Affirmative proof of death or any other contingent insured event covered under this Policy and any appropriate documents as required by us must be completed and furnished to us, within 90 days from the date the insured event happens, unless specified otherwise.

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

- Original Policy Document;
- Original Death Certificate in case of death or accidental death claim;
- Post Mortem Report / FIR where applicable;
- Claim Forms duly filled as required by the Company;
- Certificate from physician / Hospital last attended showing cause of death, nature of Disability or illness wherever applicable;
- Legal evidence of title of the claimant where no valid nomination or assignment under the Policy exists or in cases where the title is in dispute.

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

**8.2.2 Maturity Claim** – When the Policy results into a maturity claim, the *policy holder* shall submit the discharge form along with original Policy document besides proof of *age* if the *age*, is not admitted earlier.

## GENERAL TERMS & CONDITIONS

### 1. Forfeiture in certain events and Incontestability

In case any of the terms and condition of the Policy document is contravened or it is found that any untrue or incorrect statement is contained in the proposal form or any declaration/s signed by you, or any material information is withheld, in such cases but subject to Section 45 of the Insurance Act 1938, this Policy shall be void and all claims to benefits under this Policy will cease and all moneys paid into the Policy will be forfeited except for such relief that would be lawfully granted by the Company.

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

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

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

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

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

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

### 2. Statement of Age

This Policy is issued at the *age* shown on the Policy Schedule which is the *life assured's* declared *age* last birthday at the *Policy commencement date*. If the *age* of the *life assured* is misstated and higher premiums should have been charged, the benefit payable under this Policy shall be reduced to what the premiums paid would have purchased at the correct *age* of the *life assured*. If the *age* of the *life assured* is

# Terms and Condition of your Policy

## Future Assure



misstated and lower premiums should have been charged, the Company will refund any excess premiums paid without interest. If at the correct age the life insured was however not insurable under this Policy pursuant to our Underwriting Rules, the Policy shall be void and the Company will refund the Premiums paid without interest after deducting all payments made under the Policy and *indebtedness*, if any.

### **In-case Future Generali Premium Waiver Benefit Rider is selected**

- a) If the correct age of the Proposer is such as would have made the Proposer uninsurable under the rider, the rider shall stand cancelled from the date of issue of the rider and the premium paid in respect of the rider shall be refunded subject to the deduction of the expenses incurred by the Company on issuance of the rider cover.
- b) If the correct age is higher than the age declared in the Proposal Form but does not make the Proposer uninsurable and higher premiums should have been charged, the arrears of difference between the higher premium to be charged and the actual premium paid would be recovered with interest along with future premiums or adjusted from any future claim amount, as the case may be.
- c) If the correct age of the Proposer is lower than the age declared in the Proposal but does not make the proposer uninsurable and lower premiums should have been charged, the Company will refund any excess premiums paid under the rider without interest.

### **3. The Policyholder's rights**

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

### **4. Change of Nominee and Ownership by Assignment**

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

#### **4.1 Nomination**

If you are also the *life assured* under this Policy, you may, at any time before the Policy matures for payment, nominate a person or persons as per Sec 39 of the Insurance Act 1938, to receive the Policy benefits in the event of the death of the *life assured*. Where the *nominee* is a minor, the *Policyholder* may also appoint any person who is a major as an appointee, to receive the Policy benefits till the *nominee* attains majority. We will not recognize a nomination or a change in nomination on this Policy until we receive notice of the nomination or change in nomination in writing at our Servicing Office. We will not express any opinion on the validity or legality of the nomination. Nomination is to be made for the entire Policy benefit and not for individual benefits or any part thereof.

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

#### **4.2 Assignment**

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

### **5. LOAN PROVISIONS**

#### **5.1 Policy Loan**

Provided that the Policy has acquired *Surrender Value*, you may apply for a Policy loan for an amount within 90% of the *Surrender Value* for an in-force policy and 85% of the *Surrender Value* for a paid-up policy, subject to such terms and conditions as the

Company may stipulate from time to time. Until such time as the loan persists in our books, your Policy shall remain assigned to us.

We reserve the right to determine the loan amount to be granted, and to defer the granting of a loan for a period not exceeding six months from the date of your request.

#### **5.2 Loan Interest**

Interest shall accrue on Policy loan at a rate which shall be determined by us from time to time. Interest shall be payable on the next *Policy anniversary* or six months before the next *Policy anniversary* if earlier, after the loan date; and every six months thereafter until the loan is repaid. Any unpaid interest shall be added to the principal loan and bear interest at the prevalent rate. You may repay the principal and accrued interest or any part of the loan anytime, however subject to a minimum of 6 months interest being required to be paid.

In the event of failure to pay the loan interest on the due dates, under circumstances when the loan with outstanding interest together with any *indebtedness* exceeds the *Surrender Value*, the Policy will get terminated automatically.

#### **5.3 Deduction from Proceeds**

Any unpaid loan or any other *indebtedness* on this Policy will be deducted from any payment or proceeds under this Policy at the time of settlement. Our claim for any *indebtedness* will have priority over the claim of any creditor, assignee or any other interested party.

### **6. FREE LOOK CANCELLATION**

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

### **7. APPLICABLE LAW**

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

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

### **8. SERVICE TAX ETC**

Service Tax and other related taxes on premiums payable for the Basic Policy Benefit has been priced into the premium and will be paid by the Company.

Similar Taxes on rider premiums will be charged separately at the time of payment of premiums at the prevailing tax rates.

### **9. COMPLAINT/GRIEVANCE**

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

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

#### **Grievance Redressal Department**

#### **Future Generali India Life Insurance Company Limited**

3rd Floor Lake City Mall

Kapurbawdi Junction

Next to Big Bazaar

Majiwada

Thane (West)

Thane 400607

Email ID:care@futuregenerali.in

Website of the Company: www.futuregenerali.in



## Terms and Condition of your Policy Future Assure



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

### **Grievance Redressal Officer**

#### **Future Generali India Life Insurance Company Limited**

3rd Floor Lake City Mall  
Kapurbawdi Junction  
Next to Big Bazaar  
Majiwada  
Thane (West)  
Thane 400607

Contact No: For MTNL / BSNL 022 – 1800-220-233, other service providers  
1800-500-3333 (toll free no.)

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

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

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

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

(iv) The Complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.

(v) As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made

- only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer.
- within a period of one year from the date of rejection by the insurer.
- if it is not simultaneously under any litigation.

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

### **10. CURRENCY OF PAYMENT**

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

### **11. TRAVEL, RESIDENCE AND OCCUPATION**

This Policy does not impose any restrictions as to travel, residence or occupation, except as otherwise provided in any special provisions of this Policy or by law.

### **12. ELECTRONIC TRANSACTION**

You will adhere to and comply with all such terms and conditions as prescribed by the Company from time to time and hereby agree and confirm that all transactions effected by or through facilities for conduction of remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

### **13. LEGISLATIVE CHANGES**

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

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

