

In this policy, the investment risk in investment portfolio is borne by the policyholder.

I have big plans for my family.
I am glad they don't cost big.



Minimal charges to get the most from your investments.

HDFC Life Click 2 Invest - ULIP

A Unit Linked Non-Participating Individual Savings Life Insurance Plan



Sar utha ke jayo!


THE UNIT LINKED INSURANCE PRODUCTS DO NOT OFFER ANY LIQUIDITY DURING THE FIRST FIVE YEARS OF THE CONTRACT. THE POLICYHOLDER WILL NOT BE ABLE TO SURRENDER OR WITHDRAW THE MONIES INVESTED IN UNIT LINKED INSURANCE PRODUCTS COMPLETELY OR PARTIALLY TILL THE END OF THE FIFTH YEAR.


The Unit Linked Insurance Products do not offer any liquidity during the first five years of the contract. The policyholder will not be able to surrender or withdraw the monies invested in Unit Linked Insurance Products completely or partially till the end of the fifth year.


“HDFC Life Click 2 Invest – ULIP” is a Unit Linked Non Participating Life Insurance Plan that offers you market linked returns along with valuable financial protection for your family.


Along with financial protection this plan also offers you a range of investment funds. You can choose from among 14 fund options to invest your money in.

KEY FEATURES OF HDFC LIFE CLICK 2 INVEST - ULIP

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Premium payment options of Single Pay, 5 Pay, 6 Pay, 7 Pay, 8 Pay, 9 Pay, 10 Pay or Regular pay
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Choose from a range of 14 fund options
- 

Tax benefits may be available as per prevailing tax laws
- 

This plan is available with limited underwriting norms with a Short Medical Questionnaire (SMQ) if the conditions are met. Otherwise, the plan will be offered through full underwriting.

CHECK IF YOU ARE ELIGIBLE FOR THIS PLAN

Please see the below table to check for your age eligibility to purchase this plan. You can choose your premium, premium payment term and level of protection subject to the limits mentioned below.

Parameters	Minimum	Maximum
Age at Entry	0 years (30 days)	65 years
Age at Maturity	18 years	75 years
Premiums	Single: ₹. 24,000 Annual: ₹. 12,000 Half-yearly: ₹.6,000 Quarterly: ₹.3,000 Monthly: ₹.1,000	No limit, subject to Underwriting
Sum Assured (Fixed)- Single Premium	125% of Single Premium	
Sum Assured (Fixed)-Regular & Limited Premium (Age at Entry <= 55 years)	10 x annualized premium	
Sum Assured (Fixed)- Regular & Limited Premium (Age at Entry > 55 years)	7 x or 10 x annualized premium	
Policy Term	5 to 40 years	
Premium Payment Term	Single Pay Limited : 5, 6, 7, 8, 9 and 10 years Regular: 5 to 40 years	
Riders	HDFC Life Income Benefit on Accidental Disability Rider (101B013V03) HDFC Life Critical Illness Plus Rider (101B014V02) HDFC Life Protect Plus Rider (101B016V01)	

All ages mentioned above are age as of last birthday
For all ages, risk commences from the date of inception of the policy .
Annualized Premium means the premium amount payable in a year excluding the taxes, rider premiums and underwriting extra premium on riders, if any

HOW WILL THIS PLAN WORK?



Based on the above, the Sum Assured will be determined. Your premium shall be invested in the fund(s) you selected and in the proportion you specify.
On Maturity you will receive your fund Value as a lump-sum maturity benefit.
In case of death of life assured during policy term, the nominee will receive death benefit.

SNAPSHOT OF SAMPLE ILLUSTRATION

	Illustration 1	Illustration 2	Illustration 3
Age ¹ at entry in years	7	30	45
Policy Term in years	20		
Premium Payment Term in years	20 (Regular Pay)		
What you pay? (₹)	50,000 Annual Premium		
Sum Assured (₹)	5,00,000 Sum Assured		
Assumed Rate of Return @ 8 % p.a. ² (₹)	20,14,078	20,10,432	19,94,140
Assumed Rate of Return @ 4 % p.a. ² (₹)	12,86,539	12,84,326	12,74,299

1. Scenario for a Healthy Male Life Assured
2. These assumed rate of return are not guaranteed and they are not the upper or lower limits of what you might get back, as the value of your policy is dependent on a number of factors including future investment performance. Some benefits are guaranteed and some benefits are variable with returns based on the future performance of your insurer carrying on life insurance business. If your policy offers guaranteed benefits then these will be clearly marked "guaranteed" in the illustration table on this page. If your policy offers variable benefits then the illustrations on this page will show two different rates of assumed future investment returns. These assumed rates of return are not guaranteed and they are not the upper or lower limits of what you might get back, as the value of your policy is dependent on a number of factors including future investment performance.

MORE DETAILS ON YOUR BENEFITS

A. Maturity Benefit: Benefits payable at the end of your policy term

At maturity you will receive your Fund Value. Fund Value will be calculated by multiplying balance units in your fund by the then prevailing unit price. Your policy matures at the end of policy term you have chosen. All your risk cover ceases at the end of policy term.

You can also take your fund value at maturity in periodical instalments under settlement option. Please refer Terms and Conditions section for more details.

B. Death Benefit: Benefits payable in case of unfortunate demise of Life Assured

In case of the Life Assured's unfortunate demise, we will pay to the nominee the highest of the following:

- Sum Assured,
- Fund Value,
- 105% of the premium(s) paid.

The policy will terminate thereafter and no more benefits will be payable.

C. Partial Withdrawal: Withdraw amount from your Policy Fund Value

You can withdraw money from your funds to meet any future financial emergencies. Lump sum partial withdrawals can be made from your funds after 5 complete policy years, provided the Life Assured is at least 18 years of age.

The partial withdrawals shall not be allowed which would result in termination of the policy.

D. Discontinuance of Premiums

Under this plan you get a grace period from your premium due date to pay your premiums. This plan has a grace period of 15 days for monthly mode and 30 days for other modes. During the grace period, the policy is considered to be in-force with the risk cover without any interruption.

Discontinuance of the policy during lock-in period

- a) For other than single premium policies, upon expiry of the grace period, in case of discontinuance of policy due to non-payment of premium, the fund value after deducting the applicable discontinuance charges, shall be credited to the discontinued policy fund and the risk cover and rider cover, if any, shall cease.
- b) Such discontinuance charges shall not exceed the charges, stipulated in "Charges" section of this document. All such discontinued policies shall be provided a revival period of three years from date of first unpaid premium. On such discontinuance, the company will communicate the status of the policy, within three months of the first unpaid premium, to the policyholder and provide the option to revive the policy within the revival period of three years.
 - In case the policyholder opts to revive but does not revive the policy during the revival period, the proceeds of the discontinued policy fund shall be paid to the policyholder at the end of the revival period or lock-in period whichever is later. In respect of revival period ending after lock-in period, the policy will remain in discontinuance fund till the end of revival period. The Fund management charges of discontinued fund will be applicable during this period and no other charges will be applied.
 - In case the policyholder does not exercise the option as set out above, the policy shall continue without any risk cover and rider cover, if any, and the policy fund shall remain invested in the discontinuance fund. At the end of the lock-in period, the proceeds of the discontinuance fund shall be paid to the policyholder and the policy shall terminate.
 - However, the policyholder has an option to surrender the policy anytime and proceeds of the discontinued policy shall be payable at the end of lock-in period or date of surrender whichever is later.
- c) In case of Single premium policies, the policyholder has an option to surrender any time during the lock-in period. Upon receipt of request for surrender, the fund value, after deducting the applicable discontinuance charges, shall be credited to the discontinued policy fund.

- Such discontinuance charges shall not exceed the charges stipulated in "Charges" section of this document.
- The policy shall continue to be invested in the discontinued policy fund and the proceeds from the discontinuance fund shall be paid at the end of lock-in period. Only fund management charge can be deducted from this fund during this period. Further, no risk cover shall be available on such policy during the discontinuance period.

The minimum guaranteed interest rate applicable to the 'Discontinued Policy Fund' shall be as per the prevailing regulations and is currently 4% p.a. The proceeds of the discontinued policy shall be refunded only upon completion of the lock-in period.

Proceeds of the discontinued policies means the fund value as on the date the policy was discontinued, after addition of interest computed at the interest rate stipulated as above.

Discontinuance of the policy after lock-in period

- a) Upon expiry of the grace period, in case of discontinuance of policy due to non-payment of premium after lock-in period, the policy shall be converted into a reduced paid up policy with the paid-up sum assured i.e. original sum assured multiplied by the total number of premiums paid to the original number of premiums payable as per the terms and conditions of the policy. The policy shall continue to be in reduced paid-up status without rider cover, if any. All charges as per terms and conditions of the policy shall be deducted during the revival period. However, the mortality charges shall be deducted based on the reduced paid up sum assured only.
- b) On such discontinuance, the company shall communicate the status of the policy, within three months of the first unpaid premium, to the policyholder and provide the following options:
 - To revive the policy within the revival period of three years, or
 - Complete withdrawal of the policy.
- c) In case the policyholder opts for (1) above but does not revive the policy during the revival period, the fund value shall be paid to the policyholder at the end of the revival period.
- d) In case the policyholder does not exercise any option as set out above, the policy shall continue to be in reduced paid up status. At the end of the revival period the proceeds of the policy fund shall be paid to the policyholder and the policy shall terminate.
- e) All charges as per terms and conditions of the policy may be deducted during the revival period.
- f) However, the policyholder has an option to surrender the policy anytime and proceeds of the policy fund shall be payable.

In case of Single Premium Policies, the policyholder has an option to surrender the policy any time. Upon receipt of request for surrender, the fund value as on date of surrender shall be payable.

E. Revival of Discontinued Policies

You can revive a discontinued policy within three consecutive years from date of first unpaid premium subject to payment of all due and unpaid premiums and our underwriting policy.

Revival of a Discontinued Policy during lock-in Period:

- a) You can revive the policy in accordance with Board approved Underwriting policy, the policy shall be revived restoring the risk cover, along with the investments made in the segregated funds as chosen by you, out of the discontinued fund, less the applicable charges as in sub-section (b) below, in accordance with the terms and conditions of the policy.
- b) At the time of revival:
 - All due premiums which have not been paid shall be payable without charging any interest or fee.
 - Policy administration charge and premium allocation shall charge as applicable during the discontinuance period shall be levied. Guarantee charges, if applicable during the discontinuance period,

shall be deducted provided the guarantee continues to be applicable. No other charges shall be levied.

- The discontinuance charges deducted at the time of discontinuance of the policy shall be added back to the fund.

Revival of a Discontinued Policy after lock-in Period:

- You can revive the policy in accordance with Board approved Underwriting policy, the policy shall be revived restoring the original risk cover in accordance with the terms and conditions of the policy.
- At the time of revival:
 - All due and unpaid premiums under base plan which have not been paid shall be payable without charging any interest or fee. The policyholder also has the option to revive the rider.
 - Premium allocation charge as applicable shall be levied. The guarantee charges shall be deducted, if guarantee continues to be applicable.
 - No other charges shall be levied.

F. Loans

No policy loans are available for this product. .

CHOOSE YOUR INVESTMENT FUNDS

This is a unit linked plan; the premiums you pay in this plan are subject to investment risks associated with the capital markets. The unit prices of the funds may go up or down, reflecting changes in the capital markets.

HDFC Life Click 2 Invest - ULIP gives you option of 14 different funds to invest your money.

Each fund has its own Investment policy, based on asset allocation between equity, debt and money market instruments.

You can invest in a combination of funds by allocating your fund between different fund options. Also you can switch between funds using fund switch option at any time.

You can choose either all or a combination of the following funds:

FUND	SFIN	DETAILS	ASSET CLASS			RISK & RETURN RATING
			Money Market instruments, Cash, Deposits*, Liquid Mutual Funds**	Govt securities, Fixed Income instruments, Bonds	Equity and equity related instruments	
Equity Plus Fund	ULIF05301/08/13 EquityPlus101	To generate long term capital appreciation in line or better than Nifty index returns	0% to 20%	0% to 20%	80% to 100%	Very High
Diversified Equity Fund	ULIF05501/08/13 DivrEqtyFd101	To generate long term capital appreciation by investing in high potential companies across the market cap spectrum	0% to 40%	0% to 40%	60% to 100%	Very High
Blue Chip Fund	ULIF03501/01/10 BlueChipFd101	Exposure to large -cap equities & equity related instruments	0% to 20%	-	80% to 100%	Very High
Opportunities Fund	ULIF03601/01/10 OprtrntyFd101	Exposure to mid -cap equities & equity related instruments	0% to 20%	-	80% to 100%	Very High
Balanced Fund	ULIF03901/09/10 BalancedFd101	Dynamic Equity exposure to enhance the returns while the Debt allocation reduces the volatility of returns	0% to 20%	0% to 60%	40% to 80%	Moderate to High
Income Fund	ULIF03401/01/10IncomeFund 101	Higher potential returns due to higher duration and credit exposure	0% to 20%	80% to 100%	-	Moderate
Bond Fund	ULIF05601/08/13 Bond Funds101	Active allocation across all fixed income instruments	0% to 60%	40% to 100%	-	Moderate
Conservative Fund	ULIF05801/08/13 ConservtvFd101	To invest in high grade fixed income instruments and Government securities at the short end of the yield curve, to deliver stable returns	0% to 60%	40% to 100%	-	Low
Discovery Fund	ULIF06618/01/18 DiscvryFnd101	Long term capital growth by investing predominantly in mid-cap companies. The fund may invest upto 25% of the portfolio in stocks outside the mid-cap index apitalisation range. Upto 10% of the fund may be invested in Fixed income instruments, money market instruments, cash, deposits and Liquid mutual funds.	0% to 10%	0% to 10%	90% to 100%	Very high
Equity Advantage Fund	ULIF06723/03/18 EqtyAdvtdFd101	Long term capital growth through diversified investments in companies across the market capitalisation spectrum. Upto 20% of the fund may be invested in Fixed income instruments, money market instruments, cash, deposits and Liquid mutual funds	0% to 20%	0% to 20%	80% to 100%	Very high
Secured Managed Fund	ULIF00202/01/04 Secure MgtF101	Secure Managed fund invests 100% in Government Securities and Bonds issued by companies or other bodies with a high credit standing, however up to 25% of the fund may be invested in Public Deposits	0% to 25%	75% to 100%	-	Low to Moderate

		and Money Market Instrument to facilitate the day-to-day running of the fund. This fund has a low level of risk but unit prices may still go up or down. 0 % to 5% can be invested Money Market instruments 0 to 20% can be invested in Bank Deposits/Public Deposits				
Flexi Cap Fund	ULIF07114/07/23 FlexiCapFd101	To generate superior long term returns through investment in equities of companies in the large, mid and small cap segments.	0% to 20%	0% to 20%	80% to 100%	Very High
Midcap Momentum Fund	ULIF07317/01/24MidCpMold x101	To generate long-term capital appreciation from a portfolio of mid-cap stocks that are aligned to the MidCap Momentum Index.	0% to 10%	0% to 10%	90% to 100%	High
Nifty Alpha 30 Fund	ULIF07528/05/24AlphaIdxFd101	To generate long-term capital appreciation from a portfolio that is aligned to constituents of index which consists of 30 stocks selected from top 200 stocks based on Jensen's Alpha ^ ^.	0% to 10%	0% to 10%	90% to 100%	High

* Investment in Deposits will be in line with the IRDAI regulations and guidelines. The current limit for investment in Deposits is 0 - 5%.

**Investment in Mutual Funds will be made as per Mutual Fund limits prescribed by (IRDAI (Actuarial, Finance and Investment Functions of Insurers) Regulations, 2024 Master Circular). As per (IRDAI (Actuarial, Finance and Investment Functions of Insurers) Regulations, 2024 Master Circular), the Investment limit in Mutual Funds is 7% of Investment assets. This will apply at overall level and at SFIN level, the maximum exposure shall not exceed 15%.

^^ Jensen's alpha, is a measure of the excess returns earned by the portfolio, given its level of risk.

The asset allocation for the Discontinued Policy Fund (SFIN: ULIF05110/03/11DiscontdPF101) shall be as per the prevailing regulatory requirements. Currently, the asset allocation is as follows:

(i) Money Market Instruments: 0% to 40%

(ii) Government securities: 60% to 100%.

You can access the value of policy wise units held by you, through a secured login, as per the format D02 prescribed under IRDAI (Actuarial, Finance and Investment Functions of Insurers) Regulations, 2024.

For risk factors please refer Terms & Conditions section below.

FLEXIBILITIES

- **Switching:** You can move your accumulated funds from one fund to another anytime.
- **Premium Redirection:** You can pay your future premiums into different funds as per your need. First 4 free premium redirections in any policy year are free of cost.

Subsequent premium redirections will be charged. Unused free premium redirections cannot be carried forward.

CHARGES

The charges under this product are very competitive and are stated below:

Charge	Description	How much
Fund Management Charge (FMC)	The daily unit price is calculated allowing for deductions for the fund management charge, which is charged daily. This charge will be subject to the maximum cap as allowed by IRDAI	0.80% p.a. of the fund value, charged daily for Secure Managed Fund. 1.35% p.a. of the fund value, charged daily, for all other funds. 0.50% p.a. of the fund value for Discontinued Policy Fund.
Mortality Charge	Every month we levy a charge for providing you with the death benefit in your policy. This charge will be taken by cancelling units proportionately from each of the fund(s) you have chosen. The mortality charge and other risk benefit charge are guaranteed for the entire duration of the policy term.	The amount of the charge taken each month depends on your age and level of cover.
Discontinuance Charge	Nil	

In addition, only if you request for partial withdrawal, fund switch and premium redirection following charges will be charged on such requests

- **Partial withdrawal charge:** There are 4 free partial withdrawals in each policy year. Subsequent partial withdrawals, if any, will attract a charges ₹ 2 5 0 p e r request or a reduced charge of ₹ 25 per request if executed through the company's web portal. This will be levied on the unit fund at the time of part withdrawal of the fund during the contract period.
- **Switching charge:** There are 4 free switches in each policy year. Subsequent switches, if any, will attract a charge of ₹ 250 per request or a reduced charge of ₹ 25 per request if executed through the company's web portal. This charge will be levied on switching of monies from one fund to another available fund within the product. The charge per each switch will be levied at the time of effecting the switch.
- **Premium Redirection:** There are 4 free premium redirections in each policy year. Subsequent premium redirections, if any, will attract a charge of ₹ 250 per request or a reduced charge of ₹ 25 per request if executed through the company's web portal.

All the above charges except for Mortality charge are subject to revision upto the maximum allowable as per applicable regulation with prior approval of IRDAI.

Taxes & other duties

Taxes and levies as applicable will be charged and are payable by you by any method including by levy of an additional monetary amount in addition to premium and or charges.

Rider Options

We offer the following Rider options (as modified from time to time) to help you enhance your protection

Rider	UIN	Scope of Benefits**
HDFC Life Income Benefit on Accidental Disability Rider	101B013V03	A benefit equal to 1% of Rider Sum Assured per month for the next 10 years, in case of an Accidental Total Permanent Disability. There is no maturity benefit available under this rider.
HDFC Life Critical Illness Plus Rider	101B014V02	A lump sum benefit equal to the Rider Sum Assured shall be payable in case you are diagnosed with any of the 19 Critical Illnesses and survive for a period of 30 days following the diagnosis. There is no maturity benefit available under this rider.
HDFC Life Protect Plus Rider	101B016V01	The rider provides protection against cancer and accidental death or disability. There is no maturity benefit available under this rider

For all details on Riders, kindly refer to the Rider Brochures available on our website

TERMS & CONDITIONS

We recommend that you read and understand this product brochure & customised benefit illustration and understand what the plan is, how it works and the risks involved before you purchase. We have appointed Certified Financial Consultants, duly licensed by IRDAI, who will explain our plans to you and advise you on the correct insurance solution that will meet your needs.

- **A) Risk Factors:**
- Unit linked insurance products are different from the traditional insurance products and are subject to the risk factors.
- The premiums paid in Unit Linked Insurance policies are subject to investment risks associated with capital markets and the NAVs of the units may go up or down based on the performance of funds and factors influencing the capital market and the insured is responsible for his/her decisions.
- HDFC Life Insurance Company Limited is only the name of the Life Insurance Company and "HDFC Life Click 2 Invest - ULIP" is only the name of the Unit Linked Insurance contract and does not in any way indicate the quality of the contract, its future prospects or returns.
- Please know the associated risks and the applicable charges, from your Insurance agent or the Intermediary or policy document issued by insurance company.
- The various funds offered under this contract are the names of the funds and do not in any way indicate the quality of these plans, their future prospects and returns.

B) Unit Prices:

We will set the Unit Price of a fund as per the IRDAI's guidelines. The unit price of Unit Linked Funds shall be computed as: Market Value of Investments held by the fund plus the value of any current assets less the value of current liabilities and provisions, if any. Dividing by the number of units existing at the valuation date before any units are allocated/redeemed, gives the unit price of the fund under consideration. We round the resulting price to the nearest Re. 0.0001. This price will be daily published on our website and in leading national newspapers. Units shall only be allocated on the day the proposal is accepted and results into a policy by adjustment of application money towards premium. The premium will be adjusted on the due date even if it has been received in advance and the status of the premium received in advance shall be communicated to the policyholder.

C) Suicide Exclusion:

In case of death due to suicide within 12 months from the date of commencement of the policy or from the date of revival of the policy, as applicable, the nominee or the beneficiary of the policyholder shall be entitled to the fund value, as available on the date of intimation of death.

Further any charges other than Fund Management Charges (FMC) and guarantee charges recovered subsequent to the date of death shall be added back to the fund value as available on the date of intimation of death.

D) Settlement Option:

Settlement Option will be available subject to:

- The investment risk during the settlement period continues to be borne by the Policyholder.
- You can take your fund value at maturity in periodical instalments over a settlement period of 5 years.

- The first instalment under settlement option will be payable on the date of maturity.
- During the settlement period the units will be redeemed systematically. Units as of maturity date will be redeemed in 60 monthly instalments beginning from the maturity date. Every month, 1/60th of the units as of maturity date would be redeemed and paid to the policyholder.
- If the Fund Value at Maturity is greater than or equal to Rs 1 Lakh
- In case of settlement period after maturity, the risk cover will be maintained at 105% of the total premiums paid. Accordingly, mortality charges will be deducted. The death benefit shall be the higher of:
 - Total Fund value as on date of death
 - 105% of Total premiums paid
- During the settlement period, the charges levied are mortality charge, switching charge and Fund Management Charge and no other charges shall be levied.
- Switches will be allowed during the settlement period. Partial withdrawals will not be allowed during the settlement period..
- Complete withdrawal may be allowed at any time during this period without levying any charge.

E) Tax Benefits

Tax Benefits may be available as per prevailing tax laws. You are requested to consult your tax advisor.

F) Cancellation in the Free-Look period:

In case you are not agreeable to the any of the policy terms and conditions, you have the option of returning the policy to us stating the reasons thereof, within 30 days from the date of receipt of the policy, as per IRDAI (Protection of Policyholders' Interests) Regulations, 2024, as modified from time to time.

On receipt of your letter long with the original policy document (original policy document is not required for policies in dematerialized form or where policy is issued only in electronic form), we shall arrange to refund you the value of units allocated to you on the date of receipt of request plus the unallocated part of premium plus charges levied by cancellation of units, subject to deduction of the proportionate risk premium for the period on cover and the expenses incurred by us on medical examination, if any, and stamp duty charges.

Distance Marketing refers to insurance policies sold through any mode apart from face-to-face interactions such as telephone, internet etc (Please refer to "Guidelines on Distance Marketing of Insurance Product" for exhaustive definition of Distance Marketing)

G) Alterations:

- Change of Premium frequency is allowed.
- Change in fund options
- Increase or decrease of sum assured and premiums are not allowed.
- Increase in premium payment term or policy term are allowed.
- Decrease in premium payment term or policy term are not allowed.

H) Nomination as per Section 39 of the Insurance Act 1938 as amended from time to time:

- 1) The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2) Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 3) Nomination can be made at any time before the maturity of the policy.
- 4) Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5) Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6) A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7) Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8) A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 9) The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment), Bill 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

I) Assignment as per Section 38 of the Insurance Act 1938 as amended from time to time:

- 1) This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2) An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- 3) The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 4) The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5) The transfer or assignment shall not be operative as against an Insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the Insurer.
- 6) Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7) On receipt of notice with fee, the Insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8) The Insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is (a) not bonafide or (b) not in the interest of the policyholder or (c) not in public interest or (d) is for the purpose of trading of the insurance policy.
- 9) In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.

Section H (Nomination) and I (Assignment or Transfer) are simplified versions prepared for general information only and hence are not comprehensive. For full texts of these sections please refer to Section 38 and Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment), Bill 2015.

J) Prohibition of Rebates: In accordance with Section 41 of the Insurance Act, 1938, as amended from time to time:

- 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.
- 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.

K) Non-Disclosure: In accordance with Section 45 of the Insurance Act, 1938 as amended from time to time:

- 1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.
 - 2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud: Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.
 - 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 date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued: Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based: Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.
 - 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.
- L) In case of fraud or misrepresentation including non-disclosure of any material facts, the Policy shall be cancelled immediately and the Surrender Value shall be payable, subject to the fraud or misrepresentation being established in accordance with Section 45 of the Insurance Act, 1938**

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Registered Office: HDFC Life Insurance Company Ltd., Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai 400 011.

Email: service@hdfclife.com, Tel No: 022-68446530. Available Mon-Sat from 10 am to 7 pm. (Local charges apply). website: www.hdfclife.com

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