

# HDFC Life Smart Term Pro – Terms and Conditions

(A Non-Linked Non-Participating Individual Life Term Insurance Plan)

## PART A: Covering Letter with Policy Schedule

<dd-mm-yyyy>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number: \_\_\_\_\_

### Your <Policy Name> with Policy No. <Policy no.>

Dear Mr./Ms. \_\_\_\_\_,

Thank you for choosing HDFC Life Insurance as your preferred life insurance solution provider.

We are pleased to enclose your Policy Bond, which carries the following details of your HDFC Life Insurance Policy:

- ✓ Policy Schedule : Summary of key features of your HDFC Life Insurance Policy
- ✓ Premium Receipt : Acknowledgement of the first Premium paid by you
- ✓ Terms & Conditions : Detailed terms of your Policy contract with HDFC Life Insurance
- ✓ Service Options : Wide range of Policy servicing options that you can benefit from

We request you to carefully go through the information given in this document. You are also advised to keep the Policy Bond with utmost care and safety.

You shall have a period of \_\_days from the date of receipt of the Policy document to review the terms and conditions of this Policy and in case of disagreement with the said terms and conditions; an option to return the Policy to the Company for cancellation can be exercised stating the reasons for objections. Upon such Free-Look cancellation, the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover in addition to the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

For any assistance, please feel free to contact our customer service team at [onlinequery@hdfclife.in](mailto:onlinequery@hdfclife.in) or call our toll free number 1800 266 9777. You can also get in touch with us via social media:

<https://plus.google.com/+hdfclife/>  
<https://www.youtube.com/user/hdfclife10>  
<http://www.linkedin.com/company/19117>  
<https://twitter.com/HDFClife>  
<https://www.facebook.com/HDFClife>

Thank you for giving us the opportunity to help you prepare for a long and happy life.

Yours sincerely,

<< Designation of the Authorised Signatory >>

#### Your Financial Advisor Contact Details

Advisor Name :  
Advisor Code :  
Mobile/Landline Number :

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## A.1. Policy Preamble

**HDFC Life Smart Term Pro** is a non-linked, non-participating individual life term insurance Plan. A non-participating Plan does not entitle the Policyholder to any share in the surplus (profits) of the Company. The Terms and Conditions and the Policy Schedule are issued based on the Proposal form submitted by the Life Assured / Policyholder.

## A.2. Policy Schedule

Name of the Product:	HDFC Life Smart Term Pro		
UIN of the Product	101N159V01		
Policy Number			
Date of the Proposal			
Policy Commencement Date			
Risk Commencement Date			
Policy Maturity Date			
Death Benefit Payout Option	<< Option A: Lumpsum Payout >> << Option B: Lumpsum with Family Income Payout >> << Option C: Family Income Payout >>		
Basic Sum Assured			
Sum Assured on Death			
Guaranteed Sum Assured on Maturity			
Rider (s)	Description	Sum Assured	Cessation Date
UIN of the Rider			
Premium Amount			
Frequency of Premium Payment	<Annual> <Half – Yearly> <Monthly>		
Due Date of Premium Payment			
Premium Payment Term			
Policy Term			
Date of Last Instalment Premium			
Name and Address of the Policyholder	«sowname» «address1» «address2» «address3» «address4» «address5»		
Date of Birth of the Policyholder			
Name and Address of the Life Assured	«LName» «address1» «address2»		

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	«address3» «address4» «address5»			
Age of Life Assured At Entry Date of Birth Whether Age admitted?				
Name of Nominee/(s) and relationship to Life Assured	Name of Nominee/ (s)	Age of Nominee/ (s)	Relationship to Life Assured	Proportion (%)
Name of Appointee, If Nominee is Minor Relationship of Appointee with Nominee				
Date of Birth of Appointee				
Age of Appointee				
Special Conditions	«ZENDFLD_001» «ZENDFLD_002» «ZENDFLD_003» «ZENDFLD_004» «ZENDFLD_005»			

**Consolidated Stamp Duty Paid to the GOVERNMENT OF KARNATAKA for this Policy is Rs. <>**

**The Modal Premium shown in the Policy Schedule above is exclusive of Goods and Services Tax (GST). GST at the applicable rates will be charged on Premiums paid.**

«Legend\_schedule»«ADDAMT»

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## PART B

### Important Terms and Definitions

#### DEFINITIONS

In this Policy, unless the context requires otherwise, the following words and expressions shall have the meaning ascribed to them respectively herein below:

- 1. Age** shall be Age of Life Assured at Policy Commencement Date as at last birthday i.e. the Age in completed years and is recorded in the Policy Schedule based on the details provided by the Policyholder.
- 2. Annualized Premium** shall be the Premium amount payable in a year chosen by the Policyholder, excluding the taxes, rider premiums, Underwriting Extra Premiums and loadings for modal Premiums, if any.
- 3. Basic Sum Assured** means an absolute amount chosen by the Policyholder at the Date of Inception of Policy and as specified in the Policy Schedule.
- 4. Benefit/s** means the Death Benefit, Maturity Benefit, Surrender Benefit, or any other Benefit as applicable under the terms of this Policy;
- 5. Death Benefit Payout Options** At the inception of the Policy, the Policyholder is required to select one of the payout options with respect to the Death Benefit payable under this Policy and the said payout option shall be set out in the Policy Schedule. The payout option selected at inception cannot be changed at any time during the Policy Term. The payout options available under this Policy are set out in Section C.1.2 herein.
- 6. Eligible Person** means the Policyholder, including assignees under Section 38 of the Insurance Act, 1938, as amended from time to time, or Nominees under Section 39 of the Insurance Act, 1938, as amended from time to time, or proving executors of administration or other legal representatives, as per the applicable Regulations.
- 7. Grace Period** means the time granted by the Company from the due date for the payment of Premium without levy of any interest or penalty during which time the Policy is considered to be In Force. The Grace Period so granted is fifteen (15) days for monthly Premium payment mode and thirty (30) days for other available Premium payment modes from the respective Premium payment due date.
- 8. Guaranteed Sum Assured on Maturity** means the amount which is guaranteed to become payable on maturity of the Policy, in accordance with the terms and conditions of the Policy.
- 9. Lapse** means a non-active life insurance contract on account of nonpayment of Premium within the Grace Period.
- 10. In Force** means the status of the Policy being active, all due Premiums have been paid and the Policy is not terminated.
- 11. Life Assured** means the person named as such in the Policy Schedule, on whose life the Policy has been taken in terms hereof.
- 12. Nominee/s** means the person/(s) named in the Policy Schedule who has/have been nominated by the Policyholder (who is also the Life Insured in the Policy) in accordance with the Section 39 of the Insurance Act, 1938 as amended from time to time to receive the Benefits in respect of this Policy.
- 13. Policy** means the contract of insurance entered into between the Policyholder and the insurer as evidenced by the Policy Document.
- 14. Policyholder** shall mean the owner of this Policy and is referred to as the proposer in the Proposal form and is named as such in the Policy Schedule.
- 15. Policy Commencement Date / Date of Inception of the Policy** is the Date, Month and Year the Policy comes into effect and is as specified in the Policy Schedule.

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- 16. Policy Document** means and includes the necessary document, the Annexure, the signed Proposal form, the Policy Schedule and any attached endorsements or supplements together with all addendums.
- 17. Policy Maturity Date** means the date of completion of the Policy Term as specified in the Policy Schedule.
- 18. Policy Schedule** means the Schedule issued by the Company that sets out the details of this Policy and is attached to and forming part of this Policy.
- 19. Policy Term** means the tenure of this Policy as specified in the Policy Schedule.
- 20. Policy Year** means a period of twelve (12) consecutive months starting from the Policy Commencement Date and ending on the day immediately preceding the following Policy anniversary date and each subsequent period of twelve (12) consecutive months thereafter.
- 21. Premium/s** means the contractual amount payable by the Policyholder in a Policy Year on the due date as set out in the Policy Schedule to secure the Benefits under this Policy. Applicable tax, cess and other levies if any are payable in addition.
- 22. Premium Payment Term (PPT)** means the period in years during the Policy Term in which Premiums are payable by the Policyholder under the Policy, as specified in the Policy Schedule.
- 23. Proposal** means the proposal form submitted to the Company for issuance of this Policy.
- 24. Regulations** mean the laws and Regulations in effect as amended from time to time and applicable to this Policy, including without limitation the Regulations and directions issued by the Insurance Regulatory and Development Authority of India (IRDAI) from time to time. The applicable Regulation shall form a part and parcel of the terms and conditions, and the terms and conditions shall be read along with the Regulation.
- 25. Revival** means restoration of the Policy, which was discontinued due to non-payment of the Premium, by the Company with all the Benefits mentioned in the terms and conditions, with or without Rider Benefits, if any upon receipt of all the Premiums due and other charge/late fee if any, as per the terms and conditions of the Policy, upon the Company being satisfied as to the continued insurability of the Life Assured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the board approved underwriting policy.
- 26. Revival Period** shall mean the period of five years from the due date for payment of the first unpaid Premium during which the Policyholder is entitled to revive the Policy for full Benefits, as provided in terms of Clause D.2.
- 27. Rider** means the Rider(s), if any, which provides additional cover which can be opted by the Life Assured/Policyholder and issued by the Company, attached to and forming part of this Policy.
- 28. Rider Benefits** means an amount of Benefit payable on a specified event offered under the Rider, and is allowed as add-on benefit to benefit under base product, and may include waiver of premium benefit on other applicable riders.
- 29. Rider Endorsement Letter** means the letter issued by the Company on a Policy anniversary date to which the Rider Policy is attached to and forms a part of the Policy.
- 30. Risk Commencement Date** means the date from which risk is assumed by the Company and as specified in the Policy Schedule.
- 31. Sum Assured on Death** means an absolute amount of Benefit which is guaranteed to become payable on death of the Life Assured in accordance with the terms and conditions of the Policy.
- 32. Surrender** means complete withdrawal/termination of the entire Policy by the Policyholder in accordance with the terms of the Surrender as mentioned in Part D.
- 33. Surrender Value** means an amount, if any, that becomes payable in case of Surrender, in accordance with the terms and conditions of the Policy.
- 34. Total Premiums Paid** means total of all the Premiums received, excluding any extra premium, any rider

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premium and taxes.

**35. Underwriting Extra Premiums** shall mean any Premium charged in addition to standard Premium which is based on underwriting and as intimated to the Policyholder at the time of inception of the Policy.

**36. "We", "Us", "Our" and "Company"** refers to HDFC Life Insurance Company Limited.

**37. "You", "Your", "He" and "She"** refers to the Policyholder.

SAMPLE

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## **PART C PRODUCT CORE BENEFITS**

### **BENEFITS PAYABLE UNDER THIS POLICY**

#### **C.1. Death Benefit:**

Subject to terms and conditions of this Policy and the Policy remaining in full force and effect, in the event of unfortunate demise of the Life Assured after Risk Commencement Date but before Policy Maturity Date, the Company shall pay Sum Assured on Death as on date of death, to the Eligible Person after deducting the Premiums, if any due for the Policy Year of death.

C.1.1. **Sum Assured on Death** is calculated as higher of 7 times the Annualized Premium or Basic Sum Assured or 105% of Total Premiums Paid till the date of death.

#### **C.1.2. Death Benefit Payout Options:**

The Death Benefit Payout Options available under this Policy are set out in C.1.2.1, C.1.2.2 and C.1.2.3. The Company shall pay the Death Benefit as per that specific Death Benefit Payout Option selected by the Policyholder at the inception of the Policy and as set out in the Policy Schedule.

##### **C.1.2.1. Option A: Lumpsum Payout**

Under this option, on the death of the Life Assured, the Death Benefit is paid to the Eligible Person in Lumpsum and upon such payment this Policy terminates.

**Or;**

##### **C.1.2.2. Option B: Lumpsum with Family Income Payout**

Under this option, on the death of the Life Assured, 50% of the Sum Assured on Death is paid to the Eligible Person in Lumpsum. The balance 50% of the Sum Assured on Death is paid to the Eligible Person as Family Income payable as a monthly instalment @ 0.95% of the Sum Assured on Death over a period of 60 consecutive months. The first instalment under this Lumpsum with Family Income payout option shall be deemed to commence and accrue one month from the date of the death of Life Assured. Upon approval of claim all accrued instalments from the date of death of the Life Assured will be paid and thereafter instalments will be paid on a monthly basis. The last monthly instalment will be paid in the 60<sup>th</sup> month from date of death of Life Assured. The Policy terminates after the last monthly instalment is paid by the Company.

**Or;**

##### **C.1.2.3. Option C: Family Income Payout**

Under this option, on the death of the Life Assured, Family Income is payable as monthly instalment @ 1.07% of the Sum Assured on Death over a period of 120 consecutive months, every month from the date of death of Life Assured. The first instalment under this Family Income payout option shall be deemed to commence and accrue one month from the date of the death of the Life Assured. Upon approval of claim all accrued instalments from the date of death of the Life Assured will be paid and thereafter instalments will be paid on a monthly basis. The last monthly instalment will be paid in the 120<sup>th</sup> month from date of death of Life Assured. The Policy terminates after the last monthly instalment is paid by the Company.

#### **C.2. Maturity Benefit:**

Subject to terms and conditions of the Policy and the Policy remaining in full force and effect, if the Life Assured survives the Policy Term, the Company shall pay the Guaranteed Sum Assured on Maturity to the Policyholder as mentioned below. The Guaranteed Sum Assured on Maturity is 100% of the Total Premiums Paid excluding any extra premium, any rider premium and taxes.

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## **C.3. Rider Benefits:**

If any Riders are opted and attached to this Policy as specified in the Policy Schedule or in the Rider Endorsement Letter, the Rider Benefit shall become eligible, subject to the Rider terms and conditions.

## **C.4. Payment of Premiums:**

This Policy is issued subject to the Policyholder making regular payment of Premium for the Premium Payment Term as mentioned in the Policy Schedule and it shall be the responsibility of the Policyholder to ensure regular payment of the Premium.

In the event the Policyholder makes a choice of monthly premium payment mode, three (3) months premiums shall be collected in advance on the date of commencement of the Policy and adjusted towards the Policy only on the due dates. These advance premiums shall be non-refundable, except in case of Free Look Cancellation of this Policy.

## **C.5. Payment of Benefits:**

- C.5.1. Payment of the Benefits under this Policy shall be subject to deduction of any unpaid Premium due for the Policy Year of death.
- C.5.2. Payment of all the Benefits as shown in the Policy Schedule shall be subject to receipt of proof by the Company to its satisfaction:
  - C.5.2.1. of the Benefits having become payable as set out in this Policy; and
  - C.5.2.2. of the title of the person or persons claiming the Benefits; and
  - C.5.2.3. of the correctness of the Age of the Life Assured as stated in the Proposal, if not previously admitted.

## **C.6. Mode of payment of Benefits:**

- C.6.1. All Benefits and other sums under this Policy shall be payable in the manner and currency allowed/permitted under the Regulations and shall be payable by NEFT, account payee cheque or other permissible modes.
- C.6.2. The Company shall pay the applicable Benefits and other sums payable under this Policy. Any discharge given by the Eligible Person or by any person authorized by Eligible Person, in writing in respect of the Benefits or the sums payable under this Policy shall constitute a valid discharge to the Company in respect of such payment. The Company's liability under the Policy shall be discharged by such payment.
- C.6.3. Apart from the Benefits mentioned hereinabove in part C the Company shall not be liable to pay any other Benefits to the Eligible Person.

## **C.7 Grace Period**

A Grace Period of fifteen (15) days for policies with monthly Premium payment mode and thirty (30) days for other available regular Premium payment modes from the Premium payment due date shall be allowed for payments of each Premium. The regular Premiums are payable on the due date for payment and in any case not later than the Grace Period. During the Grace Period, the Policy shall continue to be In Force for availing the Death Benefit.

The Company shall pay the Death Benefit for death during Grace Period, subject to the deduction of the premiums due as well as balance premiums for the Policy Year, if any under the Policy.

If unpaid premiums are not paid within the Grace Period, the Policy shall be subject to non-forfeiture provision as mentioned in Clause D.3.



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## **PART D**

### **POLICY SERVICING RELATED ASPECTS**

#### **D.1. Free Look Provisions:**

The Policyholder shall have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy and if the Policyholder disagrees with the said terms and conditions, the Policyholder shall have the option to return the Policy to the Company for cancellation, stating the reasons for His objections. Upon such Free-Look cancellation, the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover and medical examination fees (if any) in addition to the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

The Policyholder shall have a period of 30 days if the Policy is sourced through Distance Marketing from the date of receipt of the Policy document to review the terms and conditions of this Policy and if the Policyholder disagrees with the said terms and conditions, the Policyholder shall have the option to return the Policy to the Company for cancellation, stating the reasons for His objections. Upon such Free-Look cancellation, the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover and medical examination fees (if any) in addition to the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

#Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person.

#### **D.2. Revival of the Policy:**

D.2.1. Subject to the approval of the Company and the prevailing board approved underwriting Policy, this Policy, if lapsed, may be revived for full Benefits before the Policy Maturity Date but within five years from the due date for payment of the first unpaid Premium provided that;

D.2.1.1. This Policy has not been surrendered for cash;

D.2.1.2. No claim has arisen under this Policy;

D.2.1.3. Where required by the Company, a written application for Revival/ is received from the Policyholder by the Company, together with evidence of insurability and health of the Life Assured, to the satisfaction of the Company; and

D.2.1.4. All amounts necessary to revive this Policy including all arrears Premiums with interest/Revival charge is set as per the formula below and is subject to IRDAI's approval:

Bank rate fixed by RBI as on 1st April of respective year + 2.5% compounded semi-annually, rounded up to a multiple of 50 basis points.

The Revival interest rate for financial year 2022-23 is 9.5% p.a.

D.2.2. Notwithstanding anything to the contrary contained elsewhere in this Policy, the Company reserves the right to revive the lapsed Policy either on its original terms and conditions or on such other or modified terms and conditions as the Company may specify or to reject the Revival. If needed the Company may refer it to its medical examiner in deciding on Revival of lapsed Policy. Subject to the provisions of Clauses D.2.1 above, the Revival shall come into effect on the date when the Company specifically communicates it in writing to the Policyholder.

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D.2.3. If the Policy is not revived for full Benefits before the Policy Termination Date but within five years from the due date for payment of the first unpaid Premium and if the Policy has not acquired Guaranteed Surrender Value, then the Policy will terminate.

## D.3. Non-Forfeiture options:

**Forfeiture:** If at least 2 full years' Premiums have not been paid, the Policy will lapse on the expiry of Grace Period until the Policy is revived for full Benefits within the Revival Period. No Benefits will be paid to the Policyholder or the Eligible Person if the Policy is in Lapse stage.

**Non – Forfeiture:** If at least 2 full years' Premiums have been paid, and if any subsequent Premium which is due has not been paid, the Policyholder will be eligible for reduced paid-up value as explained in Section D.3.1. and Surrender Value as explained in Section D.3.2.

### D.3.1. Reduced Paid-up Value:

If at least 2 full years' Premiums have been paid, and no further Premiums are paid and the Policy is not surrendered, then the Policy will be eligible for a non-forfeiture Benefit, which shall be Reduced Paid-up Value described as provided below:

Reduced Paid-up Death Benefit:

$$\frac{\text{Number of Premiums paid}}{\text{Total number of Premiums payable}} \times \text{Sum Assured on Death}$$

If Death Benefit payout option is Option B or Option C, then Family Income Payout based on Reduced Paid-up Death Benefit would be payable.

Reduced Paid-up Maturity Benefit:

$$\frac{\text{Number of Premiums paid}}{\text{Total number of Premiums payable}} \times \text{Guaranteed Sum Assured on Maturity}$$

### D.3.2. Surrender the Policy:

If at least 2 full years' Premiums have been paid, the Policy can be surrendered. The Policy cannot be surrendered after the death of the Life Assured. Upon payment of the Surrender Value, the Policy shall stand terminated with no further Benefits payable under the Policy and the Company shall be relieved and discharged from all obligations under this Policy thereafter.

The Surrender Value is payable immediately on Surrender and the Policy shall be terminated upon payment of Surrender Value.

#### D.3.2.1. Surrender Value:

The Policy acquires a Surrender Value which is higher of Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV).

#### D.3.2.2. Guaranteed Surrender Value:

The Policy will acquire a Guaranteed Surrender Value (GSV) if at least 2 full years' Premiums have been paid. The Guaranteed Surrender Value is expressed as a percentage of Total Premiums Paid as provided in Section D.3.2.2.3.

#### D.3.2.2.3. GSV Factors:

The Guaranteed Surrender Value is expressed as a percentage of Total Premiums Paid as provided in the table below:

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Policy Year/Policy Term	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
6	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
7	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
8	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
9	60%	60%	60%	60%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
10	65%	65%	65%	60%	60%	60%	60%	60%	60%	60%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
11	75%	70%	70%	65%	65%	65%	60%	60%	60%	60%	60%	60%	60%	60%	60%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
12	80%	75%	70%	70%	70%	65%	65%	65%	65%	65%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	55%	55%	55%	55%	55%	55%
13	85%	80%	75%	75%	70%	70%	70%	65%	65%	65%	65%	65%	65%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
14	90%	85%	80%	80%	75%	75%	70%	70%	70%	70%	65%	65%	65%	65%	65%	65%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
15	90%	90%	85%	80%	80%	75%	75%	75%	70%	70%	70%	70%	65%	65%	65%	65%	65%	65%	65%	60%	60%	60%	60%	60%	60%	60%
16	-	90%	90%	85%	85%	80%	80%	75%	75%	75%	70%	70%	70%	70%	65%	65%	65%	65%	65%	65%	65%	65%	60%	60%	60%	60%
17	-	-	90%	90%	85%	85%	80%	80%	75%	75%	75%	70%	70%	70%	70%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%
18	-	-	-	90%	90%	85%	85%	80%	80%	80%	75%	75%	75%	70%	70%	70%	70%	70%	70%	65%	65%	65%	65%	65%	65%	65%
19	-	-	-	-	90%	90%	85%	85%	80%	80%	80%	75%	75%	75%	70%	70%	70%	70%	70%	70%	70%	65%	65%	65%	65%	65%
20	-	-	-	-	-	90%	90%	85%	85%	85%	80%	80%	75%	75%	75%	75%	70%	70%	70%	70%	70%	70%	70%	65%	65%	65%
21	-	-	-	-	-	-	90%	90%	85%	85%	85%	80%	80%	80%	75%	75%	75%	75%	70%	70%	70%	70%	70%	70%	70%	70%
22	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	80%	80%	80%	75%	75%	75%	75%	70%	70%	70%	70%	70%	70%	70%
23	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	80%	80%	80%	80%	75%	75%	75%	75%	70%	70%	70%	70%
24	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	80%	80%	80%	80%	75%	75%	75%	75%	75%	75%	70%	70%
25	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	80%	80%	80%	80%	75%	75%	75%	75%	75%	75%
26	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	80%	80%	80%	80%	75%	75%	75%	75%	75%
27	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	80%	80%	80%	80%	80%	75%	75%	75%
28	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	80%	80%	80%	80%	80%	75%	75%
29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	85%	80%	80%	80%	80%	80%
30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	85%	80%	80%	80%	80%
31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	85%	80%	80%	80%
32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	85%	80%	80%
33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	85%	80%
34	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%	85%
35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%	85%
36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	85%	85%
37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%	90%
38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%	90%
39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%	90%
40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90%

### D.3.2.3. Special Surrender Value:

The Policy will acquire a Special Surrender Value (SSV) if at least 2 full years' Premiums have been paid.

The Special Surrender Value will be quoted only on receipt of a Surrender request which shall be determined by the Company from time to time subject to prior approval of IRDAI and is not guaranteed.

The Surrender Values and non-forfeiture provisions apply to the base Policy mentioned in the Schedule.

### D.4. Policy Loan:

There is no loan available under this Policy.

# HDFC Life Smart Term Pro – Terms and Conditions

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**PART E**

All the applicable Charges, Fund Name, Fund Options etc. (Applicable especially for ULIP Policies)

**E.1.** Not Applicable as this is a non-linked individual product.

SAMPLE

# HDFC Life Smart Term Pro – Terms and Conditions

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<b>PART F</b> <b>General Terms and Conditions</b>
------------------------------------------------------

## **F.1. Fraud and Misstatement**

In issuing this Policy, the Company has relied on, and would rely on, accuracy and completeness of the information provided by the Policyholder/Life Assured and any other declarations or statements made or as may be made hereafter, by the Policyholder/Life Assured.

In case of fraud or misstatement, the Policy shall be treated in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

**[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed as Annexure I for reference]**

## **F.2. Admission of Age**

The Age of the Life Assured has been admitted on the basis of the declaration made by the Policyholder/Life Assured in the Proposal form and/or in any document/statement based on which this Policy has been issued. If the Age of the Life Assured is found to be different from that declared, the Company may, adjust the Premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, as it deems fit. This Policy shall however become void from commencement, if the Age of the Life Assured at the Policy Commencement Date is found to be higher than the maximum or lower than the minimum entry Age that was permissible under this Policy at the time of issue and the Company shall return the Premiums paid subject to deduction of a proportionate risk Premium for the Period of insurance cover in addition to the expenses incurred on medical examination (if any) and the stamp duty charges.

## **F.3. Assignment:**

Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time.

**[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure II for reference].**

## **F.4. Nomination:**

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time.

**[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure III for reference]**

## **F.5. Review, revision:**

The Company reserves the right to review, revise, delete and/ or alter any of the terms and conditions of this Policy, including without limitation the Benefits, the Premiums with the prior approval of IRDAI.

## **F.6. Release and discharge:**

The Policy will terminate automatically on payment of the refund from Free Look Cancellation, Surrender Value, Death Benefit or the Maturity Benefits or on Lapse of the Policy or on happening of events that the Policy states specifically that the Policy shall terminate, as the case may be, and the Company will be relieved and discharged from all obligations under this Policy thereafter.

## **F.7. Taxes, duties and levies and disclosure of information:**

# HDFC Life Smart Term Pro – Terms and Conditions

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The Company shall deduct the applicable taxes in accordance with the prevailing provisions of the tax laws in India. All Premiums and Benefits payable under this policy are subject to applicable taxes, cess, etc which shall be paid by the Policyholder along with the Benefits or Premiums. The Policyholder will be liable to pay all applicable taxes as levied by the Government of India/ Statutory Authorities of India from time to time.

## **F.8. Notice by the Company under the Policy:**

Any of the notices required to be issued in terms of this Policy may be issued, either by issuing individual notices to the Policyholder, including by electronic mail and/or facsimile, or by issuing a general notice, including by publishing such notices in newspapers and/or on the Company's website.

Please communicate any changes in your mailing address or any other communication details as soon as possible. This will enable us to serve you better.

## **F.9. Entire Contract:**

This Policy comprises of the terms and conditions set forth in this Policy Document, the Policy Schedule, and the endorsements, if any, made on or applicable to this Policy, which shall form an integral part and the entire contract evidenced by this Policy. The liability of the Company is at all times subject to the terms and conditions of this Policy and the endorsements made from time to time.

## **F.10. Risk Factors:**

This is a Non-Linked, Non-Participating Individual Life Term Insurance Product. HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life Smart Term Pro is only the name of the product and does not in any way indicate the quality of the product, its future prospects or returns.

## **F.11. Governing Law and Jurisdiction:**

This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts in India.

## **F.12. Suicide Exclusion:**

In case of death due to suicide within 12 months from the Date of Commencement of Risk under the policy or from the date of Revival of the policy, as applicable, the nominee or beneficiary shall be entitled to at least 80% of the Total Premiums Paid till the date of death or the Surrender Value available as on the date of death whichever is higher, provided the policy is in force.

## **F.13. Requirements for death claims:**

In the event of a claim for Death Benefit arising under this Policy, the Eligible Person shall intimate to the Company in writing of the claim and provide the following documents to the Company to enable the Company to process the claim:

### **F.13.1. In case of death claims, except death claims arising out of accidents or unnatural deaths**

- (i) Death Certificate, in original, issued by the competent authority;
- (ii) Policy Document, in original;
- (iii) Identification proof (bearing photo) of person receiving the Benefit and the Life Assured.
- (iv) Medical treatment records (discharge summary / death summary, investigation reports, etc) if Life Assured has taken treatment for illness leading to his/her death.
- (v) Bank account details of the claimant along with IFSC code (payment would be made vide NEFT only)

### **F.13.2. In case of death claims arising out of accidents or unnatural deaths**

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- (i) Death Certificate, in original, issued by the competent authority;
- (ii) Policy Document, in original;
- (iii) Identification proof (bearing photo) of person receiving the Benefit and the Life Assured.
- (iv) First Information Report, Inquest and the Final Investigation Report thereof, duly attested by concerned jurisdictional Police Official.
- (v) Post Mortem Report duly attested by the concerned officials.
- (vi) Bank account details of the claimant along with IFSC code (payment would be made vide NEFT only)

Notwithstanding anything contained in Clause F.13.1 and F.13.2 above, depending upon the cause or nature of the claim, the Company reserves the right to call for any other and/or additional documents or information, including documents/information concerning the title of the person claiming the Death Benefit under this Policy, to the satisfaction of the Company, for processing of the claim.

The claim is required to be intimated to the Company within a period of 90 days from the date of death, to treat the same as a valid claim. However, delay in intimation of claim or submission of documents for the reasons beyond the control of the insured/claimant may be condoned by the Company.

## **F.14. Requirements for maturity claims:**

In case of maturity claims,

- (i) Original Policy Document; and
- (ii) Discharge Form
- (iii) Self-attested ID Proof, and
- (iv) Bank account details along with IFSC code (payment would be made vide NEFT only) in case there is a change in the bank details already provided.

## **F.15. Issuance of Duplicate Policy:**

In the event if the Policyholder loses/misplaces /destroys the original Policy bond, the Policyholder shall immediately inform the Company. The Company after obtaining satisfactory evidence shall issue duplicate Policy by collecting necessary charges not exceeding INR 250.

# HDFC Life Smart Term Pro – Terms and Conditions

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## **PART G**

Grievance Redressal Mechanism, List of Ombudsman and Other Annexures

### **Grievance Redressal Process**

- (i) The customer can contact us on the below mentioned address or at any of our branches in case of any complaint/ grievance:  
Grievance Redressal Officer  
HDFC Life Insurance Company Limited  
11th Floor, Lodha Excelus, Apollo Mills Compound,  
N. M. Joshi Marg, Mahalakshmi, Mumbai, Maharashtra - 400011  
Helpline number: 18602679999 (Local charges apply)  
E-mail: [service@hdfclife.com](mailto:service@hdfclife.com)
- (ii) All grievances (Service and sales) received by the Company will be responded to within the prescribed regulatory Turn Around Time (TAT) of 15 days.
- (iii) Written request or email from the registered email id is mandatory.
- (iv) If required, we will investigate the complaints by taking inputs from the customer over the telephone or through personal meetings.
- (v) We will issue an acknowledgement letter to the customer within 3 working days of the receipt of complaint.
- (vi) The acknowledgement that is sent to the customer has the details of the complaint number, the Policy number and the Grievance Redressal Officer's name who will be handling the complaint of the customer.
- (vii) If the customer's complaint is addressed within 3 days, the resolution communication will also act as the acknowledgment of the complaint.
- (viii) The final letter of resolution will offer redressal or rejection of the complaint along with the appropriate reason for the same.
- (ix) In case the customer is not satisfied with the decision sent to him or her, he or she may contact our Grievance Redressal Officer within 8 weeks of the receipt of the communication at any of the touch points mentioned in the document, failing which, we will consider the complaint to be satisfactorily resolved.
- (x) The following is the escalation matrix in case there is no response within the prescribed timelines or if you are not satisfied with the response. The number of days specified in the below- mentioned escalation matrix will be applicable from the date of escalation.

Level	Designation	Response Time	Email ID	Address
1st Level	Sr. Manager OR Associate Vice President – Customer Relations	10 working days	escalation1@hdfclife.in	11 <sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound, N M Joshi Marg , Mahalakshmi, Mumbai 400011
2nd Level (for response not received from Level 1)	Vice President OR Sr. Vice President – Customer Relations	7 working days	<a href="mailto:escalation2@hdfclife.in">escalation2@hdfclife.in</a>	

You are requested to follow the aforementioned matrix to receive satisfactory response from us.

- (xi) If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of IRDAI on the following contact details:
- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255/ 18004254732
  - Email ID: [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)
  - Online- You can register your complaint online at <http://www.igms.irdai.gov.in/>
  - Address for communication for complaints by fax/paper:  
General Manager



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Consumer Affairs Department – Grievance Redressal Cell  
Insurance Regulatory and Development Authority of India  
Sy No. 115/1, Financial District,  
Nanakramguda, Gachibowli,  
Hyderabad – 500 032

2. In the event you are dissatisfied with the response provided by us, you may approach the Insurance Ombudsman in your region. The details of the existing offices of the Insurance Ombudsman are provided below. You are requested to refer to the IRDAI website at “www.irdai.gov.in” for the updated details.

## a. Details and addresses of Insurance Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BHOPAL	BHOPAL - Shri R M Singh 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: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Orissa.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
CHANDIGARH	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: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).

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	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	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 - 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan.
ERNAKULAM	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: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	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: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	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: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar,

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		Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

### b. Insurance Ombudsman-

- 1) The Ombudsman shall receive and consider complaints alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds—
  - (a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
  - (b) any partial or total repudiation of claims by the life insurer, general insurer or the health insurer;
  - (c) disputes over Premium paid or payable in terms of insurance Policy;
  - (d) misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
  - (e) legal construction of insurance policies in so far as the dispute relates to claim;
  - (f) Policy servicing related grievances against insurers and their agents and intermediaries;
  - (g) issuance of life insurance Policy, general insurance Policy including health insurance Policy which is not in conformity with the proposal form submitted by the proposer;
  - (h) non-issuance of insurance Policy after receipt of Premium in life insurance and general insurance including health insurance; and
  - (i) any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction

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issued by the Authority, or of the terms and conditions of the policy contract, insofar as such matter relates to issues referred to in clauses (a) to (h).

## **c. Manner in which complaint is to be made -**

- 1) Any person who has a grievance against an insurer or insurance broker, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer or the insurance broker, as the case may be, complained against or the residential address or place of residence of the complainant is located.
- 2) The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen, by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
- 3) No complaint to the Insurance Ombudsman shall lie unless—
  - (a) the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned to the insurer or insurance broker, as the case may be, named in the complaint and—
    - i. either the insurer or insurance broker, as the case may be, had rejected the complaint; or
    - ii. the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be, received his representation; or
    - iii. the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be;
  - (b) The complaint is made within one year—
    - i. after the order of the insurer or insurance broker, as the case may be, rejecting the representation is received; or
    - ii. after receipt of decision of the insurer or insurance broker, as the case may be, which is not to the satisfaction of the complainant;
    - iii. after expiry of a period of one month from the date of sending the written representation to the insurer or insurance broker, as the case may be, if the insurer named fails to furnish reply to the complainant.
- 4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer or insurance broker, as the case may be, against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- 5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14 of Insurance Ombudsman Rules, 2017.

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## ANNEXURE – I

### Section 45 – Policy shall not be called in question on the ground of misstatement after three years

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 years from

- the date of issuance of Policy or
- the date of commencement of risk or
- the date of revival of Policy or
- the date of rider to the Policy

whichever is later.

02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from

- the date of issuance of Policy or
- the date of commencement of risk or
- the date of revival of Policy or
- the date of rider to the Policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:

- The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- The active concealment of a fact by the insured having knowledge or belief of the fact;
- Any other act fitted to deceive; and
- Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / claimant can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or claimant.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.

07. In case repudiation is on ground of misstatement and not on fraud, the Premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.

09. The insurer can call 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 of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

**[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 45 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].**

# HDFC Life Smart Term Pro – Terms and Conditions

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## ANNEXURE – II

### Section 38 - Assignment and Transfer of Insurance Policies:

Provisions regarding assignment or transfer of a Policy in terms of Section 38 of the Insurance Act, 1938, as amended from time to time are as follows:

01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
02. 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.
03. 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.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of 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 authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. 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.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
09. 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.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
11. 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.
12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the Policy shall become payable to Policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the Policy

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Such conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person

a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

b. may institute any proceedings in relation to the Policy

c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act 2015 shall not be affected by this section.

**[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 38 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].**

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## ANNEXURE – III

### Section 39 – Nomination by Policyholder

Provisions regarding nomination of a Policy in terms of Section 39 of the Insurance Act, 1938, as amended from time to time are as follows:

01. 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.

02. 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 is to be laid down by the insurer.

03. Nomination can be made at any time before the vesting of the Policy.

04. 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.

05. 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.

06. 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 bona fide payment is made to the person named in the text of the Policy or in the registered records of the insurer.

07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.

09. 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.

10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.

11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.

12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).

13. Where the Policyholder whose life is insured nominates his

- a. Parents, or
- b. Spouse, or
- c. Children, or
- d. Spouse, and children
- e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).



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15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act 2015.

16. If Policyholder dies after vesting but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the Policy.

17. 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) Act 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.

**[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 39 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].**

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