

HDFC Life Assured Gain Plus – Terms and Conditions

(An Individual Non-Linked Participating Savings Life Insurance Plan)

Part A

<<1 January 2024>>
<<Policyholder's Name>>
<<Policyholder's Address>>
<<Policyholder's Contact Number>>

Dear<<Policyholder's Name>>,

Sub: Your Policy no. <<>>

We are glad to inform you that your proposal has been accepted and the HDFC Life Assured Gain Plus ("Policy") has been issued. We have made every effort to design your Policy Document in a simple format. We have highlighted items of importance so that you may recognize them easily.

Policy document:

As an evidence of the insurance contract between HDFC Life Insurance Company Limited and you, the Policy is enclosed herewith. Please preserve this document safely and also inform your nominees about the same. We are also enclosing alongside a copy of your proposal form and other relevant documents submitted by you for your information and record.

Cancellation in the Free-Look Period:

In case you are not agreeable to any of the terms and conditions stated in the Policy, you have the option to return the Policy to us for cancellation stating the reasons thereof, within 30 days from the date of receipt of the Policy, whether received electronically or otherwise. On receipt of your letter along with the original Policy (original Policy Document is not required for policies in dematerialised form or where policy is issued only in electronic form), we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period of cover and the expenses incurred by us on medical examination (if any) and stamp duty charges.

Contacting us:

In case you wish to contact us, our correspondence address is specified below. We kindly request you to quote your Policy number as it helps us serve you better. If you are keen to know more about our products and services, you may reach out to our Certified Financial Consultant (Insurance Agent) who has advised you while taking this Policy. The details of your Certified Financial Consultant including contact details are also listed below. Or you may call us on our toll-free number 1800 266 9777 or email us @ onlinequery@hdfclife.in. You can also get in touch with us via social media:

<https://www.youtube.com/user/hdfclife10>

<http://www.linkedin.com/company/19117>

<https://twitter.com/HDFClife>

<https://www.facebook.com/HDFClife>

To contact us in case of any grievance, please refer to Part G. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region.

Thanking you for choosing HDFC Life Insurance Company Limited and looking forward to serving you in the years ahead,

Yours sincerely,

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<< Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>> Agency/Intermediary Code: <<Agency/Intermediary Code>> Agency/Intermediary Name: <<Agency/Intermediary Name>> Agency/Intermediary Telephone Number: <<Agency/Intermediary mobile & landline number>> Agency/Intermediary Contact Details: <<Agency address>>

Address for Correspondence: HDFC Life Insurance Company Limited, 11th Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.

Registered Office: HDFC Life Insurance Company Limited, Lodha Excelus, 13th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.

Call 022-68446530 (charges apply) Available Mon-Sat 10 am to 7 pm IST. DO NOT prefix any country code e.g. +91 or 00. | Website: www.hdfclife.com. | Email – service@hdfclife.com | NRIservice@hdfclife.com (For NRI customers only) | NRI Helpline number +91 89166 94100 (Call charges apply) Available Mon-Sat 10 am to 9 pm IST | CIN: L65110MH2000PLC128245.

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POLICY DOCUMENT- HDFC Life Assured Gain Plus

Unique Identification Number: <<101N151V03>>

Your Policy is an individual non-linked, participating savings life insurance plan. This document is the evidence of a contract between HDFC Life Insurance Company Limited and the Policyholder as described in the Policy Schedule given below. This Policy is based on the proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given to medical questionnaire by the Life Assured, applicable medical evidence and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder ("Proposal"). This Policy is effective upon receipt and realisation, by the Company, of the consideration payable as First Premium under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

POLICY SCHEDULE

Name of the Policy:	HDFC Life Assured Gain Plus			
UIN of the Product	101N151V03			
Policy Number				
Date of the Proposal				
Policy Commencement Date				
Risk Commencement Date				
Auto Vesting if Life Assured is minor				
Sum Assured on Maturity				
Sum Assured on Death				
Guaranteed Terminal Additions				
Rider (s)	Description	Sum Assured(Rs.)	Rider Premium(Rs)	Cessation Date
	«COMPDESC_002»	«SUMINS_002»		«CESSDATE_002»
	«COMPDESC_003»	«SUMINS_003»		«CESSDATE_003»
	«COMPDESC_004»	«SUMINS_004»		«CESSDATE_004»
UIN of the Rider(s)				
Premium Amount for Base Policy(Rs.)				
Frequency of Premium Payment				
Due Date of Premium Payment				
Premium Paying Term				
Policy Term				
Date of Last Installment Premium				

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Name and Address of the Policyholder	«sownername» «address1» «address2» «address3»			
Date of Birth of the Policyholder				
Name and Address of the Life Assured				
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				
Policy Maturity Date				
Special Conditions				

Stamp Duty of Rs «ADDAMT» /- is paid as provided under Article 47D(iii) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. (_/ _/ _/ _/Validity Period Dt. __ To Dt. __ (O/w.No. __)/Date: __/ __/ __).

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

(DEFINITIONS)

In this Policy, the following definitions shall be applicable:

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 excluding taxes, rider premiums, Underwriting Extra Premiums and loadings for modal Premiums.
3. **Authority/ IRDAI** means Insurance Regulatory and Development Authority of India; established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999.
4. **Base Policy** means HDFC Life Assured Gain Plus Policy without any Riders attached.
5. **Benefit/s** means the Death Benefit, Maturity Benefit, Surrender Benefit or any other benefit as under the terms of this Policy.
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 laws and Regulations.
7. **Death Benefit** means the benefit which is payable on death of Life Assured, as stated in the policy document under Part C.
8. **Force Majeure Event** shall mean an event beyond the control of the Company by which performance of any of Our obligations are prevented or hindered as a consequence of, including but not limited to act of God (such as, but not limited to, fires, explosions, earthquakes, drought, and floods or other natural disasters), act of war, invasion or terrorism, rebellion, revolution, or civil war, labour dispute, riot, strikes, lock outs or disorder, epidemic, acts and regulations of the Government of India or any of its authorized agencies.
9. **Grace Period for other than single premium policies** means the time granted by the insurer from the due date of payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the policy. The grace period for payment of the premium for all types of life insurance policies shall be fifteen days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases.
10. **Guaranteed Surrender Value (GSV)** means the minimum guaranteed amount that is payable in the event of the Policy being surrendered as mentioned in Clause D.3.2.2. of the terms of this Policy.

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- 11. Guaranteed Terminal Additions** means that Benefit accrued to the Policy from the end of 5th Policy year, as a percentage of Sum Assured on Maturity and are payable on death or Policy Maturity Date, whichever is earlier and as specified under Clause C.2.1.
- 12. In Force** means the status of the Policy being active, all due Premiums have been paid and the Policy is not terminated.
- 13. Lapse** means a non-active life insurance contract on account of nonpayment of Premium within the Grace Period.
- 14. Life Assured** means the person as stated in the Policy Schedule on whose life the contingent events have to occur for the Benefits to be payable. The Life Assured may be the Policyholder.
- 15. Maturity Benefit** means sum assured on maturity, any additional and accrued benefit, which is payable on maturity in accordance with the terms and conditions of the policy.
- 16. Nominee/s** means the person/(s) named in the Policy Schedule who has /have been nominated by the Policyholder (who is also the Life Assured in the Policy) in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time to receive the Benefits in respect of this Policy.
- 17. Non-Linked insurance products** are the products other than Linked insurance products
- 18. Par products or Products with participation in profits** means products where policies are entitled to share in surplus (profits) during the term of the policy as per section 49 of the Act.
- 19. Policy** means the contract of insurance entered into between the Policyholder and the insurer as evidenced by the Policy Document.
- 20. Policyholder** means or refers to the Policyholder stated in the Policy Schedule.
- 21. Policy Commencement Date / Date of Inception of Policy** means the Date, Month, and Year the Policy comes into effect and is specified as such in the Policy Schedule.
- 22. 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.
- 23. Policy Maturity Date** means the date of completion of the Policy Term as specified in the Policy Schedule.
- 24. 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.
- 25. Policy Term** means the tenure of this Policy as specified in the Policy Schedule.

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- 26. 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.
- 27. Proposal** means the proposal form submitted to the Company for issuance of this Policy.
- 28. Premium(s)/ Single Premium** means an amount stated in the Policy Schedule, payable by you to us in the manner stated in the Policy Schedule, to secure the benefits under this Policy, excluding applicable taxes and levies.
- 29. Premium Payment Term (PPT)** means the period as stated in the Policy Schedule, in years, over which Premiums are payable;
- 30. Regulations** means IRDAI (Insurance Products) Regulations, 2024 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.
- 31. Revival of Policy** means restoration of the Policy, which was discontinued due to non-payment of the Premium, by the insurer with all the Benefits mentioned in the Policy Document, with or without Rider Benefits, if any, upon receipt of all the Premiums due and other charge/late fee, if any, during the revival period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the board approved underwriting policy.
- 32. Revival Period** means the period of five consecutive complete years from the date of first unpaid Premium.
- 33. Rider** means the insurance cover(s) added to a base product for additional premium or charge.
- 34. Rider Benefits** means an amount of benefit payable on occurrence of a specified event covered under the rider, and is an additional benefit to the benefit under the base product, and may include waiver of premium benefit on other applicable riders.
- 35. 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.
- 36. Risk Commencement Date/Date of Commencement of Risk** means the date from which the insurance coverage under this Policy commences and as specified in the Policy Schedule;
- 37. Savings products** means those products other than "Pure risk products".
- 38. Simple Reversionary Bonus** means the non-guaranteed bonuses declared, if any, as a percentage of Sum Assured on Maturity, subject to the availability of surplus and payable on death or on Policy Maturity Date as specified in Clause C.2.2.
- 39. Special Surrender Value (SSV)** means the value that may be payable on surrender of this Policy in accordance of the terms and conditions of this Policy as mentioned in Part D.

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- 40. 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 specified in the Policy.
- 41. Sum Assured on Maturity** means an absolute amount of benefit which is guaranteed to become payable at the end of the policy term i.e. on maturity of the Policy, in accordance with the terms and conditions of the Policy.
- 42. Surrender** means complete withdrawal/termination of the entire Policy contract.
- 43. Surrender Value** means an amount, if any, that becomes payable on surrender of a policy during its term, in accordance with the terms and conditions of the policy.
- 44. Terminal Bonus** means the non-guaranteed bonus declared, if any, as a percentage of Sum Assured on Maturity, subject to the availability of surplus and payable on Policy Maturity Date or on death of Life Assured, whichever is earlier.
- 45. Total Premiums Paid** means total of all the premiums paid under the base product, excluding any extra premium and taxes, if collected explicitly.
- 46. "We", "Us", "Our" and "Company"** refers to HDFC Life Insurance Company Limited.
- 47. "You" "He" "She" and "Your"** refers to the Policyholder.

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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 plus applicable Guaranteed Terminal Additions (if any) plus vested Simple Reversionary Bonus (if declared) plus Terminal Bonus, (if declared), to the Eligible Person after deduction of indebtedness, which is unpaid by Policyholder as on date of death. Upon payment of such Death Benefit, the Policy shall stand terminated and no other Benefits are payable.

C.1.1. Sum Assured on Death for 5 years Premium Payment Term: Sum Assured on Death is calculated as higher of the following:

- a) 'X' times the Annualized Premium; or
- b) 105% of the Total Premiums Paid till the date of death.

Where the multiple of 'X' times is defined as follows:

For entry Age of Life Assured being less than 45 years	For entry Age of Life Assured being 45 years and above
10 times	7 or 10 times

C.1.2. Sum Assured on Death for Single Premium: Sum Assured on Death is calculated as: '1.25' times the Single Premium.

C.1.3. Annualized Premium shall be the Premium amount payable in a year excluding taxes, Rider Premiums, underwriting extra Premiums and loadings for modal Premiums.

C.2. Maturity Benefit: Subject to the terms and conditions of this Policy and the Policy remaining In Force and effect on the Policy Maturity Date and survival of the Life Assured on Policy Maturity Date, the Company shall pay to the Eligible Person following Benefits on Policy Maturity Date:

- Sum Assured on Maturity under this Policy, plus
- Guaranteed Terminal Additions as applicable, plus
- Vested Simple Reversionary Bonus, if declared, plus
- Terminal Bonus, if declared.

Subject to the payment of all the due Premiums, the Maturity benefit shall not be less than 101% of the Total Premium Paid under the Policy, excluding goods and services tax, Rider Premiums and Premiums paid for extra mortality loading, if any.

C.2.1. Guaranteed Terminal Additions: The Policy provides Guaranteed Terminal Addition as a percentage of 'Sum Assured on Maturity'. These Guaranteed Terminal Additions are applicable from

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the end of 5th Policy Year till last Policy Year. The Guaranteed Terminal Addition rate applicable at the end of the policy year is as follows:

End of Policy Year	Applicable Guaranteed Terminal Additions payable as percentage of Sum Assured on Maturity
5 th	7.5%
6 th	9%
7 th	10.5%
8 th	12%
9 th	13.5%
10 th	30%
11 th	33%
12 th	36%
13 th	39%
14 th	42%
15 th	45%

C.2.2. Bonus-Participation in Surplus: This Policy participates in the surplus of the participating fund and bonus, subject to availability of surplus, will be declared by the Company in the form of Simple Reversionary Bonus which will be a percentage of the 'Sum Assured on Maturity'. The Company might also declare Terminal Bonus in order to distribute the remaining surplus, if any and the same will be payable on death of Life Assured during the Policy Term or on Policy Maturity Date whichever is earlier.

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 and cessation of Premiums:

C.4.1. The first Premium must be paid along with the submission of your completed application. Subsequent Premiums are due in full on the due dates as per the Frequency of Premium Payment set out in your Policy Schedule.

C.4.2. Premiums under the Policy can be paid on yearly, half-yearly, quarterly or monthly basis as per the chosen Frequency of Premium Payment and as set out in the Policy Schedule or as amended subsequently.

C.4.3. Advance Premium

The Premiums that fall due in the same financial year can be paid in advance. However, where the Premium due in one financial year is paid in advance in earlier financial year, we may collect the same for a maximum period of three months in advance of the due date of the premium.

Any Premiums paid before the Due Date will be deemed to have been received on the Due Date for that Regular Premium.

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C.5. Recipients of Benefits:

C.5.1. The recipients of Benefits under this Policy shall be as specified below:

C.5.1.1. Death Benefit shall be payable to the registered Nominee(s), if the Policyholder and the Life Assured are the same; or to the Policyholder if the Life Assured is other than the Policyholder.

C.5.1.2. All other Benefits shall be payable to the Policyholder.

C.5.1.3. If the Policy has been assigned, all Benefits shall be payable to the Assignee under absolute assignment.

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 the 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:

Grace period is not applicable for Single Premium. The grace period of 15 days (where the premium is paid on a monthly basis) and 30 days (where the premium is paid in quarterly/half-yearly/annual basis) is available on the premium due date, to pay the premium. We will not accept part payment of the Premium. The policy is considered to be in-force with the risk cover during the grace period without any interruption as per the terms and conditions of the policy.

A Premium will be deemed to remain unpaid if the Premium amount has not been realised by us. If any Premium remains unpaid after the expiry of the grace period, your Policy may lapse or become Paid-Up, as described in Part D.3, with effect from the due date of the first unpaid Premium. In that event, the Benefits under such Policy shall be payable in accordance with Part D.3.

Premiums are payable by you without any obligation on us to issue a reminder notice to you.

The application of the Premiums received is conditional upon the realisation of the proceeds of the instrument of payment, including electronic mode.

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PART D **Policy Servicing Related Aspects**

D.1. Free Look Provisions:

In case the Policyholder is not agreeable to any of the provisions stated in the Policy, the Policyholder has the option to return the Policy to the Company stating the reasons thereof, within 30 days from the date of receipt of the Policy, whether received electronically or otherwise. On receipt of the Policyholder's letter along with the original Policy document (original Policy Document is not required for policies in dematerialised form or where policy is issued only in electronic form), the Company shall arrange to refund the Premium paid, subject to deduction of the proportionate risk Premium for the period of cover and the expenses incurred by the Company on medical examination (if any) and stamp duty charges.

D.2. Revival of the Policy:

If your Policy has been discontinued due to the non-payment of Premium,, it would be revived/restored by the Insurer with all the benefits mentioned in the Policy document, with or without rider benefits, if any, upon the receipt of all the Premiums due and other charges/late fee, if any, during the revival period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder; in accordance with Board approved Underwriting Policy. Currently, the application for the revival should be made within five years from the due date of the first unpaid Premium and before the expiry of the Policy Term. The current rate of interest for revival is 9.5% p.a. Any change in the revival interest rates will be in accordance with the following formula: Average Annualised 10-year benchmark G-Sec Yield (over last 6 months& rounded upto the nearest 50 bps)+ 2%, at the time of the review. The source of 10-year benchmark G-sec yield shall be RBI Negotiated Dealing System-Order Matching segment (NDS-OM).

During revival campaigns, the Company may offer reduced interest rates subject to the rules of the special revival campaign. The reduced interest rates offered during the revival campaign may vary from year to year. The maximum interest rate waiver may be set up to the prevailing revival interest rate. Once the Policy is revived, you are entitled to receive all contractual Benefits.

D.3. Non-Forfeiture options:

- (i) For Policies with five years' Premium Payment Term if at least one full year Premiums have not been paid, the Policy will lapse on the expiry of the 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.
- (ii) A Lapse Policy will cease to participate in the profits from the date on which the Premium was due but not paid.
- (iii) A single Premium Policy will never lapse.
- (iv) For Policies with five years 'Premium Payment Term, if at least one full year 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

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Surrender Value as explained in section D.3.2.1.Reduced paid-up value is not applicable for a single Premium Policy.

D.3.1. Reduced Paid-up Value:

D.3.1.1. For Policies with five years Premium Payment Term, if at least one full year 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 a Reduced Paid-up Value. The minimum amount of the Reduced Paid-up Value is shown below:

In case of unfortunate demise of Life Assured:

Reduced Paid-up = $t/n \times (\text{Sum Assured on Death} + \text{Applicable Guaranteed Terminal Additions on Death Benefit the date of death})$
+
Vested Simple Reversionary Bonus, if declared, before Policy acquiring reduced paid-up status

Guaranteed Terminal Additions are applicable only if death occurs after completion of 5th Policy Year.

The minimum death benefit for a reduced paid-up policy shall be at least 105% of total premiums paid till the date of death.

In case of Maturity Benefit:

Reduced Paid-up = $t/n \times (\text{Sum Assured on Maturity} + \text{Applicable Guaranteed Terminal Additions Maturity Benefit on Policy Maturity Date})$
+
Vested Simple Reversionary Bonus, if declared, before Policy acquiring reduced paid-up status

t = Number of installments of Premiums paid

n = Total number of installments of Premiums payable under the Policy

A Reduced Paid-up Policy will cease to participate in the profits/surplus of the fund from the date on which the Premium was due but not paid.

Reduced Paid-up Benefit shall be payable on earlier of death of Life Assured or Policy Maturity Date as specified in the Policy Schedule.

D.3.2. Surrender the Policy: The Policyholder may surrender the policy during the Policy Term. The Surrender Benefit will be higher of GSV (Guaranteed Surrender Value) and SSV (Special Surrender Value). For Policies with five years Premium Payment Term, the policy shall acquire a Surrender Value after completion of first policy year provided one full year premium has been received. For single Premium Policies, the Policy can be surrendered anytime during the Policy Term. The Policy cannot be surrendered after the death of the Life Assured. The Surrender Value is payable immediately on Surrender. Upon payment of the Surrender Value, the Policy shall stand

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terminated with no further Benefits payable under the Policy and the Company shall be relieved and discharged from all obligations under this Policy thereafter.

D.3.2.1. Surrender Value: The Policy acquires a Surrender Value which is higher of Guaranteed Surrender Value or Special Surrender Value.

D.3.2.2. Guaranteed Surrender Value (GSV): For Policies with five years Premium Payment Term, if at least two full years' Premium have been paid, the Policy acquires a Guaranteed Surrender Value. For single Premium Policies, the Policy acquires Guaranteed Surrender Value at Date of Inception of Policy. The Guaranteed Surrender Value will be the sum of the following:

- a) GSV as a percentage of Premiums paid: GSV factor 1 multiplied by the total amount of Premiums paid excluding the Premium for Rider and extra mortality rating if any, and
- b) GSV as a percentage of vested Simple Reversionary Bonus: GSV factor 2 multiplied by the total vested Simple Reversionary Bonus, if declared, till the date of Surrender

The Guaranteed Surrender Value factors increase with the Policy duration and are provided in the table below:

D.3.2.2.1 Five Year Premium Payment Term:

Policy Year	GSV Factor 1 (as a percentage of Premiums Paid)			GSV Factor 2 (as a percentage of vested Simple Reversionary Bonus, if declared)
	10	12	15	
2	30%	30%	30%	10%
3	35%	35%	35%	10%
4	50%	50%	50%	15%
5	50%	50%	50%	15%
6	50%	50%	50%	15%
7	50%	50%	50%	20%
8	70%	60%	55%	20%
9	90%	70%	60%	20%
10	90%	80%	65%	25%
11		90%	75%	25%
12		90%	80%	25%
13			85%	30%
14			90%	30%
15			90%	35%

D.3.2.2.2 For Single Premium:

Policy Year	GSV Factor 1 (as a percentage of Premiums paid)	GSV Factor 2 (as a percentage of vested Simple Reversionary Bonus, if declared)

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	10	12	15	
1	75%	75%	75%	10%
2	75%	75%	75%	10%
3	75%	75%	75%	10%
4	90%	90%	90%	15%
5	90%	90%	90%	15%
6	90%	90%	90%	15%
7	90%	90%	90%	15%
8	90%	90%	90%	15%
9	90%	90%	90%	15%
10	90%	90%	90%	15%
11		90%	90%	20%
12		90%	90%	20%
13			90%	20%
14			90%	20%
15			90%	20%

D.3.2.3. Special Surrender Value:

Special Surrender Value (SSV) shall become payable after completion of first policy year provided one full year premium has been received.

For single premium policies, SSV shall become payable immediately after receipt of single premium.

SSV shall be at least equal to the expected present value of the

- (a) paid-up sum assured on all contingencies covered and
- (b) paid-up future benefits (such as income benefits), if any, and
- (c) accrued/vested benefits, duly allowing for survival benefits already paid, if any

D.4. Policy Loan:

Policy loans will be available during the Policy Term subject to such terms and conditions as the Company may specify from time to time. Our current terms and conditions are stated below:

- The loan amount will be subject to a maximum of 80% of the surrender value.
- The current interest rate on loan is 9.5%p.a. The interest rate on loan shall be calculated as the Average Annualised 10-year benchmark G-Sec Yield (over last 6 months & rounded up to the nearest 50 bps) + 2%. The interest rate shall be reviewed half-yearly and any change in the interest rate shall be effective from 25th February and 25th August each year.
- In case upon review the interest rate is revised, the same shall apply until next revision. The source of 10-year benchmark G-sec yield shall be RBI Negotiated Dealing System-Order Matching segment (NDS-OM). Any change in the methodology of calculation of interest rate shall be done with prior approval of the Authority.
- Before any Benefits are paid out, loan outstanding together with the interest thereon will be deducted and the balance amount will be payable
- An in-force or fully Paid-up policy shall not be foreclosed for non re-payment of loan.

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D.5. Alterations

No alterations are permissible under the Policy except change in Premium Payment Mode. Alteration in the Premium Payment Mode may lead to a change in the Premium. Such alteration will be in accordance with the Board approved underwriting policy.

Sample Copy

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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 Copy

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PART F

General Terms and Conditions

- F.1. Incorrect Information and Non-Disclosure:** 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 and misstatement, the Policy shall be treated in accordance with 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. Age Admitted:** The Company has calculated the Premiums under the Policy on the basis of the age of the Life Assured as declared in the Proposal. In case you have not provided proof of age of the Life Assured with the Proposal, you will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938 as amended from time to time, we shall take one of the following actions:

(i) if the Correct Age makes the Life Assured ineligible for this Policy, we will offer you an alternative plan as per our underwriting norms. If you do not wish to opt for the alternative plan or if it is not possible for us to grant any other plan, the Policy will stand cancelled from the date of issuance and the Premiums paid under the Policy will be returned (without interest) subject to the deduction of expenses incurred by the Company and the Policy will terminate on the said payment; or (ii) if the Correct Age makes the Life Assured eligible for the Policy, the revised Premium depending upon the Correct Age will be payable on the next Policy Anniversary date and the revised Premium will continue for the rest of the Premium Paying Term. The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.

- 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]

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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 Surrender Value, Death Benefit, Maturity Benefit, on lapse of the Policy or on the happening of the events that the Policy reads 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

(1) Indirect Taxes

Taxes and levies shall be levied as applicable. Any taxes and levies becoming applicable in future may become payable by you by any method including by levy of an additional monetary amount in addition to premium and or charges.

(2) Direct Taxes

Tax, if any will be deducted at the applicable rate from the payments made under the Policy, as per the provisions of the Income Tax Act, 1961 as amended from time to time.

F.8. Notices:

Any notice, direction or instruction given to us, under the Policy, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to:

HDFC Life Insurance Company Limited, 11th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

E-mail: service@hdfclife.com

Or any of our HDFC Life Branches and such other address as may be informed by us.

Similarly, any notice, direction or instruction to be given by us, under the Policy, shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Company.

You are requested to communicate any change in address, to the Company supported by the required address proofs to enable the Company to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that correspondences from the Company are correctly addressed to the Policyholder at the latest updated address.

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

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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 An Individual Non-Linked, Participating Savings Life Insurance Plan. HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life Assured Gain Plus 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. Death Benefit for Minor Life: If Age of the Life Assured is greater than or equal to 12 years, the risk will commence immediately from the Date of Commencement of Risk. If the Age of Life Assured is less than 12 years, the risk will commence under the Policy (that is full death benefit will become payable on death of Life Assured) on the last day of second Policy Year. If the Age of Life Assured is less than 12 years and if the Life Assured dies before the last day of the second Policy Year, the Death Benefit shall be restricted to refund of Premiums without interest.

F.13. 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 of the policyholder 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.14. Claim Procedure:

F.14.1. Maturity Benefit - The Maturity Benefit will be paid if

- (i) The Policy has matured and the Life Assured is alive on the Maturity Date,
- (ii) No claim has been made on the Policy, except any survival benefit, if any,
- (iii) The Policy has not been discontinued or surrendered or cancelled or terminated; and
- (iv) All relevant documents including the original Policy document in support of your claim have been provided to the Company.

Basic documentation for maturity claims:

- a) Original Policy Document
- b) NEFT mandate / discharge voucher
- c) NEFT supporting
- d) KYC documents

F.14.2. Death Benefit - The Death Benefit will be paid if

- (i) The death of the Life Assured has occurred before the Maturity Date,

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- (ii) The standard Policy provisions specified in Part F Clause F.13. (Exclusions) and Clause F.1. (Incorrect Information and Non Disclosure) are not attracted,
- (iii) The Policy has not been discontinued or surrendered or cancelled or terminated; and
- (iv) All relevant documents in support of the claim have been provided to the Company.

Basic documentation if death is due to Natural Cause:

- a. Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
- b. Original Policy;
- c. Original or copy Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar (attested by issuing authority);
- d. Claimant's identity and residence proof.

Basic documentation if death is due to Un-Natural Cause:

- a. Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
- b. Original Policy;
- c. Original or copy Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar (attested by issuing authority);
- d. Claimant's identity and residence proof.
- e. Original or copy of First Information Report, Police Panchnama report attested by Police authorities; and
- f. Original or copy of Postmortem report attested by Hospital authority.

Note:

- a. In case original documents are submitted, attestation on the document by authorities is not required.
 - b. Depending on the circumstances of the death, further documents may be called for as we deem fit.
- (v) The claim is required to be intimated to us within a period of 90 days from the date of death. However, we may condone the delay in claim intimation, if any, where the claim is genuine and the delay is proved to be for reasons beyond the control of the claimant.

F.15. Issuance of Duplicate Policy: The Policyholder can request for a duplicate copy of the Policy at HDFC Life offices or through Certified Financial Consultant (Insurance Agent) who advised you while taking this Policy. While making an application for duplicate Policy the Policyholder is required to submit a notarized original indemnity bond on stamp paper. Additional charges may be applicable for issuance of the duplicate Policy.

F.16. Force Majeure: During Force Majeure Event, the performance of the Policy may be wholly or partially suspended under an intimation and prior approval of the IRDAI. We will resume our obligations under the Policy after the Force Majeure Event ceases to exist.

F.17. Policy on the Life of the Minor:

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F.17.1.Vesting of the Policy: If the Policy is issued on the life of a minor, the Policy will vest on him/her, as specified in the Policy Schedule and on his/her attainment of Age of majority and on such vesting; the Company will recognize him/her to be the holder of the Policy.

F.18. Modification, Amendment, Re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars etc. thereunder

F.18.1. This Policy is subject to

- (i) The Insurance Act 1938, as amended from time to time,
- (ii) Amendments, modifications (including re-enactment) as may be made from time to time, and
- (iii) Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc. as may be introduced thereunder from time to time.

F.18.2. We reserve the right to change any of these Policy Provisions / terms and conditions in accordance with changes in applicable Regulations or Laws, and where required, with IRDAI's approval.

F.18.3. We are required to obtain prior approval from the IRDAI before making any material changes to these provisions, except for changes of regulatory / statutory nature.

F.18.4. We reserve the right to require submission by you of such documents and proof at all life stages of the Policy as may be necessary to meet the requirements under Anti- money Laundering/Know Your Customer norms and as may be laid down by IRDAI and other regulators from time to time.

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PART G

Grievance Redressal Mechanism, List of Ombudsman and Other Annexures

Grievance Redressal Process

- (i) The customer can contact us at any of our touchpoints or write to us at the below mentioned address 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, Mahalaxmi, Mumbai, Maharashtra - 400011
Helpline number: 022-68446530(Call charges apply) | NRI Helpline Number: +91 8916694100 (Call Charges Apply)
E-mail: service@hdfclife.com | nriservice@hdfclife.com (For NRI customers only)
- (ii) All grievances (Service and sales) received by the Company will be responded to within the prescribed regulatory Turn Around Time (TAT) of 14days.
- (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 to the customer immediately on 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 department who will be handling the complaint of the customer.
- (vii) If the customer's complaint is addressed before the acknowledgement, 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	Chief Manager or above – Customer Relations	10 working days	escalation1@hdfclife.com	11 th Floor, Lodha Excelus, Apollo Mills Compound, N M Joshi Marg ,
2nd Level (for response not	VP or above – Customer	7 working days	escalation2@hdfclife.com	

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received from Relations			Mahalakshmi, Mumbai 400011
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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 14days, 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
- Online- You can register your complaint online at <https://bimabharosa.irdai.gov.in/>
- Address for communication for complaints by fax/paper:

General Manager

Insurance Regulatory and Development Authority of India(IRDAI)

Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell.

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 at <https://cioins.co.in/Complaint/Online>.

a. Details and addresses of Insurance Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BHOPAL	Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
BHUBANESWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-	Karnataka.

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	27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	
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 – 4646394/ 2706468 Email: bimalokpal.chandigarh@cioins.co.in	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. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	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: bimalokpal.guwahati@cioins.co.in	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 Email: bimalokpal.hyderabad@cioins.co.in	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/ 2740798	Rajasthan.

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	Email: bimalokpal.jaipur@cioins.co.in	
Kochi	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7 th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 – 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	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 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	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, 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.: 022-69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	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 Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam

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		Buddh nagar, 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: bimalokpal.patna@cioins.co.in	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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas 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 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

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- 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.

d) Implementation of Ombudsman Award -

The Insurer is required to comply with the award of the Insurance Ombudsman within 30 days of receipt of award by the Insurer. In case the Insurer does not honour the ombudsman award, a penalty of Rs. 5000/- per day shall be payable to the complainant. Such penalty is in addition to the penal interest liable to be paid by the Insurer under the Insurance Ombudsman Rules, 2017. This provision will not be applicable in case insurer chooses to appeal against the award of the Insurance Ombudsman.

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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

- a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of Revival of Policy or
 - d. 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

- a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of Revival of Policy or
 - d. 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:

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

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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. Policy Holders are advised to refer to Section 45 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].

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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.

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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

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. Policy Holders 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 maturity 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.

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11. In case of nomination by Policyholder whose life is insured, if the Nominee(s) 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).

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 maturity 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. Policy Holders are advised to refer to Section 39 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].