

# Max Life Life Perfect Partner Super A Non Linked Participating Individual Life Insurance Savings Plan UIN: 104N077V03

#### LIFE INSURANCE COVERAGE IS AVAILABLE IN THIS PRODUCT

#### **About Max Life Insurance**

Max Life Insurance Co. Ltd. ("Max Life") is a joint venture between Max Financial Services Ltd. and Mitsui Sumitomo Insurance Co. Ltd. Max Financial Services Ltd. is a part of the Max group, an Indian multi business corporation, while Mitsui Sumitomo Insurance is a member of MS&AD Insurance group.

Max Life offers comprehensive protection and long-term saving solutions, through its multichannel distribution including agency and third distribution partners. Max Life has built its business over almost two decades through need-based sales process, a customer-centric approach to engagement and service delivery, and trained human capital.

As per public disclosures, during the financial year 2018-19, Max Life achieved gross written premium of Rs. 14,575 crore. As on 31st March 2019, the Company had Rs. 62,798 crore of assets under management (AUM) and a share capital including reserves and surplus of Rs. 2,767 crore. For more information, please visit the company's website at <a href="https://www.maxlifeinsurance.com">www.maxlifeinsurance.com</a>.

#### **Max Life Life Perfect Partner Super**

In your journey through life, you will need to take care of changing needs like asset creation, investing for retirement, children's education, marriage and so on. At Max Life Insurance, we understand your desire to take care of these needs and yet simplify your financial planning and investment.

That is why we have introduced Max Life Life Perfect Partner Super. This product is a life insurance plan that provides you protection for life and simplifies your financial planning and savings needs. This plan offers you triple benefits as listed below:

- Life insurance coverage till age 75 years,
- Money back feature, where you will receive 7.5% of the Guaranteed Maturity Sum Assured per annum for 15 years to take care of your needs from age 61 years to 75 years,
- Maturity benefits at the age of 75 years.

This ensures that you can fulfill all your dreams and have a carefree retirement. So enjoy your golden years with pride and independence.

#### **Key Features & Benefits of Max Life Life Perfect Partner Super**

# 1. Get guaranteed 212.5% of the Guaranteed Maturity Sum Assured

The plan offers you guaranteed pay back of 212.5% of Guaranteed Maturity Sum Assured. This comprises of the guaranteed money backs along with the lump sum benefit on Maturity.

# a) Money backs to ensure a care free retirement

You will receive guaranteed money back of 7.5% of Guaranteed Maturity Sum Assured on each policy anniversary immediately following the life insured attaining age 61 years to 75 years

#### b) Lump sum Benefit on Maturity

You will receive 100% of Guaranteed Maturity Sum Assured plus accrued Paid-up Additions (if any) plus Terminal Bonus (if any), on policy maturity at age 75 years.

# 2. Comprehensive Death Benefit

The plan offers a comprehensive death benefit to ensure financial security of your loved ones in case of any exigencies



# 3. Flexible Premium Payment Terms

The plan offers you flexibility to choose your premium payment terms. You can choose either 7, 10, 15 or 20 years as your premium payment term, depending on your financial goals.

# 4. Flexible Bonus Option

The plan offers the flexibility to choose among the following bonus options basis your need:

- a) Paid in Cash Bonus declared (if any) every year from end of 2<sup>nd</sup> policy year is paid to you in cash throughout the policy term till the age of 75 of the life insured.
- b) Premium Offset Bonus declared is used to offset future premiums payable by you
- c) Paid Up Additions Bonus declared is used to purchase additional sum assured that helps you boost the maturity value through power of compounding. For more details, please refer to the table under plan features.

# 5. Customize Your Policy

The plan offers additional rider(s) that can be taken with the policy to provide for additional protection as per your need.

# Max Life Life Perfect Partner Super at a Glance

SPECIFICATIONS									
Type of Plan	A Non Linked Participating Individual Life Insurance Savings Plan								
Policy Term	(Policy a	To age 75 years of the Life Insured (Policy anniversary following or coinciding the life insured attaining age 75 years) Policy Term: 75 years less Age at entry of Life Insured							
Premium Payment Term (PPT)	7 years, 10 years, 15 years or 20 years								
		Minimum Age at entry: 91 days Maximum Age at entry							
Available entry ages (Age Last Birthday)		Premium Payment Te (in years)	rm	Maximum birthday)	entry	age	(age	last	
(Age Lasi Birinaay)		7 and 10 years 15 years		55 years 50 years					
Maturity Age (Age Last Birthday)	20 years 45 years  Policy anniversary following or coinciding the life insured attaining age 75 years The only available maturity age is 75 years								
	The product allows annual, semi-annual, quarterly and monthly pr modes. The modal factors are as follows:					y pren	nium p	aying	
		Modal Factors Premium Mode Fac		etor					
Premium Modes and		Annual	1.000						
<b>Modal Factors</b>		Semi-annual 0.520							
		Quarterly	0.20	65					
		Monthly	0.09	90					
	The Premium Payment mode can be changed during the Policy term.								
		Premium Payment Term (in years)		Minimum Premium					
Minimum Premium		7 years		` 20,000 per annum					
		10, 15 or 20 years		`8,500 per annum					
	The above minimum premium excludes underwriting extra premium, loadings for modal premiums and applicable taxes, cesses and levies, if any.								



Mi pay	nimum: `50,00 yment term of 1	0, subject to mi			d underwriting p
pay	yment term of 1	-	nimum premium	n of `8.500 for r	naliaias with prar
The pre	Minimum: `50,000, subject to minimum premium of `8,500 for policies with premium payment term of 10/15/20 years and `20,000 for policies with premium payment term of 7 years.  The minimum premium excludes underwriting extra premium, loadings for modal premiumsand applicable taxes, cesses and levies, if any.  Maximum: No Limit (subject to Board approved underwriting policy of the Company)				
Sum Assured Bands (Higher Sum Assured offer lower premiums)  Bat	Guaranteed Maturity Sum Assured Bands  Band 1 – Less than `1,00,000  Band 2 – `1,00,000 to `2,49,999  Band 3 – `2,50,000 to `4,99,999  Band 4 – `5,00,000 and above				
	age of the ife Insured  10  35  45  55	7 years Premium Payment Term 35,322 53,499 69,354 92,553	10 years Premium Payment Term 26,328 39,471 50,514 68,019	15 years Premium Payment Term 17,100 27,420 36,303 NA	20 years Premium Payment Term 12,003 21,015 28,968 NA

PLAN FEATURES	PLAN FEATURES					
What is the Feature?	When is the Feature Available?	Brief description of the Feature				
Annual Bonus (Cash Bonus)	Bonuses (if any) will be declared every year from the end of 2 <sup>nd</sup> policy year (24 <sup>th</sup> policy month) on the Guaranteed Maturity Sum Assured and from the end of 3 <sup>rd</sup> policy year (36 <sup>th</sup> policy month) on accrued Paid-up additions (if any) thereafter every year end	The Policyholder can take bonuses through any of the three options:  1. Purchase Paid Up Additions (PUA) - Bonus declared by the Company will be used to purchase Paid Up Additions. These PUA increase the maturity, surrender and death benefits under the policy and will be payable in full on the earlier of Death or Maturity. Also these PUA will earn further bonuses to increase the value of the policy. In case of surrender, cash value of the PUAwill be paid to the Policyholder. The PUA purchase rates are not guaranteed and can be changed with prior approval of IRDA.  Example – Every year the cash bonus will be declared on the Guaranteed Maturity Sum Assured and accrued PUA Sum Assured which was purchased earlier and not withdrawn. This ensures that your bonuses further participate in future bonuses with compounding effect.				



		<ol> <li>Paid In Cash - Bonus declared by the Company is paid out to the Policyholder as and when declared.</li> <li>Premium Offset - Bonus declared by the Company will be used to offset future premiums payable by the Policyholder. In case the cash bonus is not sufficient to pay the full premium, then Policyholder will have to pay the balance premium to keep the policy in force. In case the cash bonus is higher than premium payable, the Company shall refund the excess to the policyholder.</li> <li>The bonus option will automatically change to PUA, if not already the case, under following scenarios:         <ul> <li>In the event of death of Policyholder; only if the Policyholder is different from the Life Insured</li> <li>In case of Assignment of the Policy to any institution (and not any individual)</li> </ul> </li> </ol>
Paid-up Additions withdrawal Option	Availability of the cash value of the Paid Up Additions	The Policyholder can surrender and take the cash value of the accrued PUA (if any) in partial or in full. The remaining PUA (if any) will continue to participate in bonuses.  Minimum Withdrawal amount – `5,000  Maximum Withdrawal amount – Subject to maximum PUA cash value available
Terminal Bonus	Payable only once on earlier of Death, Surrender, or Maturity	Terminal Bonus is an additional bonus paid only ONCE, on earlier of Death, Surrender or Maturity, provided the policy has been in force for at least ten complete policy years.



PLAN BENEFITS		
Events	How and when Benefits are payable?	Size of such benefits / policy monies
Survival	The policy should be in force and the life insured should be alive	Guaranteed Survival Benefits = 7.5% of Guaranteed Maturity Sum Assured payable from age 61 to 75 (for 15 years)  Please note that these payouts will happen on policy anniversaries coinciding with or immediately following the life insured attaining the above mentioned ages.
Maturity  The policy should be in force and the life insured should be alive		On maturity, that is, policy anniversary coinciding with or immediately following Life Insured's 75 <sup>th</sup> birthday, the following benefit will be paid:  i) Guaranteed Maturity Sum Assured, plus  ii) Accrued Paid-up Additions (if any), plus  iii) Terminal Bonus (if any)
Death Benefit	Payable on death of the Life insured	On death during the term of the policy, the following benefits will be paid:  i) Guaranteed Death Benefit, plus ii) Accrued Paid-up Additions (if any), plus iii) Terminal Bonus (if any) Guaranteed Death Benefit is defined as higher of:  • 11 times the Annualised* premium plus underwriting extra Premiums, if any),  • 105% of total premiums paid plus underwriting extra premiums plus loadings for modal premiumsby Policyholder as on the date of death of the life insured,  • Guaranteed Maturity Sum Assured chosen by the Policyholder at policy inception The policy will terminate in case of the death of the life insured.  "Annualised Premium" shall be the premium amount payable in a policy year chosen by the policyholder, excluding underwriting extra Premiums, Rider Premiums, loadings for modal premium and applicable taxes, cesses and levies, if any  "Total Premiums Paid" means the total of all Premiums received, excluding Underwriting Extra Premium, loading for modal premium, Rider Premiums, and applicable taxes, cesses or levies, if any  "UnderwritingExtra Premium" means an additional amount charged by us, as per Underwriting Policy, which is determined on the basis of disclosures made by Policyholder in the Proposal Form or any other information received by Us including medical examination report of the Life Insured;  For example - Assume the Annualised Premium of a policy is  `15,000. The monthly premium for such a policy would be `1,350 (i.e. `15,000 multiplied by modal factor of 0.09). The guaranteed death benefit in both the cases i.e. for the policy taken in annual premium payment mode and that taken in monthly premium payment mode will be same and would be determined as higher of  • 11 times `15,000 (Annualised Premium),  • 105% of total premiums paid plus underwriting extra premiums



PLAN BENEFITS					
		Guaranteed	Maturity Sum Assured		
		Insured be diag opinion of a Re Company's appo Insured within s registered medic at the Policyhold this policy as fol Up to 50% of th	cy is in force (including RPU mode), should the Life mosed to be suffering from a disease which, in the egistered Medical Practitioner and the concurrence of ointed doctor, is likely to lead to the death of the Life its months from the date of such certification from the eal practitioner ("Terminal Illness"), the Company shall der's request, pay the Benefits to the Life Insured under llows:  e Guaranteed Maturity Sum Assured (Face Amount) at mation (or RPU Guaranteed Maturity Sum Assured if		
Terminal Illness Benefit	Life Insured suffering from Terminal Illness - can be availed only once during the policy term	applicable), subject to maximum cumulative amount of `10 lakhs und all policies which provide for the Terminal Illness Benefit, then in for with the Company, on the approval of Terminal Illness claim filed; at upon the payment of Terminal Illness Benefit(s), the benefits under a policies then in force with the company with respect to the Life Insure which provide for this Terminal Illness Benefit, will be proportionate reduced and will be payable in accordance with the terms of the respective policies.  The Terminal Illness Benefit paid will be offset from the policiproceeds at the time of termination of the policy (Death, Surrender Maturity). Terminal Illness benefit can be availed only once during the policy term  During the period of survival of the Life Insured all premiums due sha			
		be paid to keep this policy in force and the bonuses will be paid original Guaranteed Maturity Sum Assured.			
Riders	On happening of the insured event if the rider is chosen.	1. Max Life Term Plus Rider (UIN – 104B026V03) 2. Max Life Accidental Death & Dismemberment Rider (UIN – 104B027V03)			
Surrender			ires a Surrender Value after payment of first two full		
		The surrender value will be higher of Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV).  Guaranteed Surrender Value Guaranteed Surrender Value (GSV) = Percentage of Total Premiums			
		Paid plus loadings for modal premiums paid as in the table below Plus guaranteed cash value of accrued Paid Up Additions (if any) Less survival benefits already paid to the policyholder			
		Year of surrender	% of Total Premiums paid plus loadings for modal premiums paid		
		1	Nil		
		2	30%		
		3	35%		
		4-7	50%		
		Minimum of [ { 50% + ( (40% X (N-7)) / (Pole of the second			
			Wherein N is the Policy Year of Surrender		



PLAN BENEFITS				
		Graduating linearly from 50% to 90% during the last two policy years		
		Example for calculating Guaranteed Surrender Value: A customer aged 50 years bought this Policy. The Policy Term will be 25 years. Basis the year of surrender, the Guaranteed Surrender Value will change as follows:		
		• Guaranteed Surrender Value in Policy Year 10 = Minimum of [ { 50% + ( (40% X (10 - 7)) / (25 - 8) ) } or 90% ] = 57% of total Premiums received less any survival benefits already paid plus guaranteed cash value of accrued Paid Up Additions (if any).		
		• Guaranteed Surrender Value in Policy Year 24 = Minimum of [ { 50% + ( (40% X (24 - 7)) / (25 - 8) ) } or 90% ] = 90% of total Premiums received less any survival benefits already paid plus guaranteed cash value of accrued Paid Up Additions (if any).		
		• Guaranteed Surrender Value in Policy Year 25 = Minimum [ { 50% + ( (40% X (25 - 7)) / (25 - 8) ) } or 90% ] = 90% of total Premiums received less any survival benefits already paid plus guaranteed cash value of accrued Paid Up Additions (if any)		
		Special Surrender Value Special Surrender Value (SSV) will be determined by the company from time to time and is equal to or higher than the GSV.		
		The SSV is not guaranteed and may be revised basis the actual experience of the Company, subject to approval from the IRDAI, (but will never be below GSV) basis changing investment returns and/or market values of underlying assets and/or demographic experience.		
		SSV is defined as the sum of:  • Reduced Paid Up Sum Assured / 1000 * 'SSV Factor' Where; Reduced Paid Up Sum Assured = Guaranteed Maturity Sum Assured * (Total premiums paid plus loadings for modal premiums, if any/Total premiums payable plus loadings for modal premiums, if any)		
		• Cash value of Paid Up Additions (PUA) (if any)		
		• Cash value of Terminal Bonus (if any), shall be payable in case of surrenders from the end of 10 <sup>th</sup> policy year onwards.		
Non-Forfeiture Benefit : Reduced Paid-up (RPU)	Discontinuance of premium after the Policy acquires a Surrender Value	The Guaranteed Maturity Sum Assured will be reduced using the proportionate premiums method as mentioned below:  Reduced Paid-up (RPU) Sum Assured = (Total Premiums Paid plus loadings for modal premiums, if any / Total Premiums payable plus loadings for modal premiums, if any) X Guaranteed Maturity Sum Assured		
		Further, following benefits will be reduced using the proportionate premiums method as explained above.		



PLAN BENEFITS		
PLAN BENEFITS		Death Benefit, which will be as follows in case of a policy in RPU mode:     On death during the term of the policy in RPU mode, the following benefits will be paid:
		<ul> <li>i) Reduced Paid Up (RPU) Sum Assured, plus</li> <li>ii) Accrued Paid Up Additions (if any)</li> <li>Terminal Illness benefit which shall be computed on Reduced</li> </ul>
		Paid-up Sum Assured. Once the policy becomes reduced paid-up:  All rider benefits will cease.  Withdrawals of accrued Paid Up Additions will not be allowed
Loan Facility	Not Applicable	No Loan is available under this product.



# Case Study (Ensuring a secured retirement for Mr. Sharma)

# How does the Max Life Life Perfect Partner Super work for Mr. Sharma?

Mr. Sharma is 35 year old salaried employee. He wishes to retire at the age of 60 years and wants to save for his retirement now. He also wishes to gift a lumpsum benefit to his grandchildren when he turns 75 years.

**Step 1:** Mr. Sharma decides to buy Max Life Life Perfect Partner Super with a Guaranteed Maturity Sum Assured of `5,00,000.

**Step 2:** Mr. Sharma considers 7/10/15/20 year Premium Payment Term variants. He decides that the 20 year term is a suitable option as he is comfortable paying annually, for 20 years till age 54 years. He also chooses Paid-up Additions as the bonus option.

**Step 3:** The premium for his policy is `34,025 to be paid per year.

Here are some scenarios that can happen

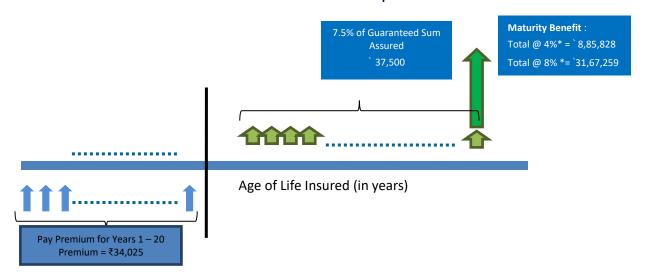
**Scenario 1:** Mr. Sharma pays all due policy premiums and survives till end of the policy term. He will receive the following benefits:

When will the benefit be paid	What will be the benefit?	How much will be the benefit?		
From age 61 years to 75 years (Policy anniversary post attaining the age)	Guaranteed 7.5% of Guaranteed Maturity Sum Assured			
		Maturity Benefit Breakup	At 4%*	At 8%*
At age 75 (Policy anniversary post attaining the age)	Guaranteed Maturity Sum Assured plus non	Guaranteed Maturity Sum Assured	`5,00,000/-	
	guaranteed accrued Paid- up Additions (if any) plus non guaranteed Terminal	Non Guaranteed Accrued Paid Up Additions	` 2,87,403	` 23,15,341
	Bonus (if any)	Non Guaranteed Terminal Bonus	` 98,425	` 3,51,918
		Total	` 8,85,828	` 31,67,259

Mr. Sharma will receive 212.5% of Guaranteed Maturity Sum Assured as guaranteed benefit along with non guaranteed Accrued Paid-up Additions (if any) and Terminal Bonus (if any)



# Max Life Life Perfect Partner Super – Survival Benefits



# \*Important Notes

- 1. Kindly note that the above case studies are only examples and do not in any way create any rights and/or obligations. The actual experience of the policy may be different from what is shown above. The above scenarios are depicted at assumed rate of returns with 4% and 8% and these are not the upper or lower limits of what one can expect from this policy, as it is dependent on number of factors including future investment performance.
- 2. You may be entitled to certain applicable tax benefits on your premiums and Policy benefits. Please note that all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. Tax benefits are subject to change in tax laws. It is advisable to seek and independent tax advice.
- 3. Bonuses are non-guaranteed and are declared at the sole discretion of the Company.

**Scenario 2:** Mr. Sharma pays his premiums for 11 years, and dies at the end of 11<sup>th</sup> year. In such a case the nominee under the policy receives:

Death Benefit Breakup	At 4%*	At 8%*		
Guaranteed Death Benefit*	,	`5,00,000		
Non Guaranteedaccrued Paid Up Additions	`61,713	` 2,80,096		
Non Guaranteed Terminal Bonus	`70,214	`97,512		
Total	`6,31,927	`8,77,608		

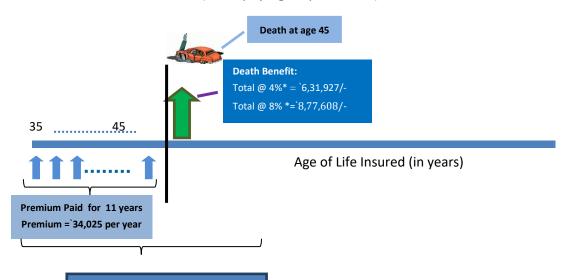
<sup>\*</sup> Guaranteed Death Benefit as illustrated below:

Year 11 = Max (11 X Annualised Premium, 105% X Total Premium Paid, Guaranteed Maturity Sum Assured)

= Max [(11 X 34,025), (105% X 34,025 X 11), (5,00,000)] = `5,00,000



# Max Life Life Perfect Partner Super – Death Benefits (After paying 11 premiums)



\*Importan Premium Pa

Premium Paying Term of 20 Years

- 1. Kindly note that the above case studies are only examples and do not in any way create any rights and/or obligations. The actual experience of the policy may be different from what is shown above. The above scenarios are depicted at assumed rate of returns with 4% and 8% and these are not the upper or lower limits of what one can expect from this policy, as it is dependent on number of factors including future investment performance.
- 2. You may be entitled to certain applicable tax benefits on your premiums and Policy benefits. Please note that all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. Tax benefits are subject to change in tax laws. It is advisable to seek an independent tax advice.
- 3. Bonuses are non-guaranteed and are declared at the sole discretion of the Company.

Few important terms and conditions: (For other terms and conditions, please refer to the Policy Contract)

<u>Tax Benefits:</u>You may be entitled to certain applicable tax benefits on your premiums and Policy benefits. Please note that all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. It is advisable to seek an independent tax consultation. Tax benefits are subject to change in tax laws.

<u>Free Look Period</u>: You have a period of 15 days(30 days if the policy is sourced through Distance Marketing modes) from the date of receipt of the policy document, to review the terms and conditions of the policy, where if you disagree to any of those terms and conditions, you have the option to return the policy stating the reasons for your objection. You shall be entitled to a refund of the premiums paid, subject only to deduction of a proportionate risk premium for the period of cover and the expenses incurred by the company on medical examination of the life insured and stamp duty charges.

<u>Grace Period</u>: A grace period of thirty days from the premium due date (15 days in case of Monthly mode) for payment of each premium will be allowed. During the grace period the Company will accept the premium without interest. The insurance coverage continues during the grace period but if the Life Insured dies during the grace period, the Company shall be entitled to deduct the unpaid Premium from the Benefits payable under the Policy.



<u>Lapse</u>: If the Premium is not received within the Grace Period and the policy has not acquired a surrender value, the Policy shall lapse and all the benefits secured under the policy shall also lapse.

**Revival of Lapsed Policy:** Once the policy has lapsed, it can only be revived within a revival period of fiveyears from the due date of first unpaid premium or the end of policy term, whichever is earlier provided:

- Policyholder paying all overdue premiums, together with interest and / or late fee determined by the Company from time to time,
- The Life Insured producing an evidence of insurability at his/her own cost which is acceptable to the Company; and
- The revival of the Policy shall take effect only after revival of the Policy is approved by Max Life
  Insurance basis the board approved underwriting policy and communicated to the Policyholder in
  writing.

If a lapsed Policy is not revived within five years, the Policy shall be terminated and no value is payable to the Policyholder.

**Revival of RPU Policy:** After a policy has acquired surrender value, the policy shall not lapse. In case of premium discontinuance, the policy will by default become Reduced Paid Up (RPU). A reduced paid up policy can be revived within a revival period of five years from the due date of first unpaid premiumsubject to following conditions:

- Policyholder paying all overdue premiums, together with interest and / or late fee determined by the Company from time to time,
- The Life Insured producing an evidence of insurability at his/her own cost which is acceptable to the Company; and
- The revival of the Policy shall take effect only after revival of the policy is approved by Max Life Insurance basis the board approved underwriting policy and communicated to the policyholder in writing. Once the RPU policy is revived, all benefits which were proportionately reduced will be restored. However, no interest shall be payable by the Company for the benefits restored.

If a reduced paid up policy is not revived within five years of it becoming reduced paid upor the end of policy term, whichever is earlier, then the policy cannot be revived and will continue as reduced paid up for the rest of its policy term.





<u>Suicide Exclusion</u>: Notwithstanding anything stated herein, if the Life Insured, whether minor / major and whether sane or insane, dies by suicide within 12 months of the effective date of risk commencement or the date of revival of policy, the policy shall terminate immediately. In such cases, the Company shall pay either:

- Higher of Surrender Value or total premiums paid plus underwriting extra premiums paid plus loadings for modal premiums paid in case the policy has acquired a surrender value; or
  - Total premiums paid plus underwriting extra premiums paid plus loadings for modal premiums paid in case the policy has not acquired a surrender value.

#### Full Disclosure & Incontestability:

We draw your attention to Section 45 and statutory warning under Section 41 of the Insurance Act 1938 as amended from time to time – which reads as follows:

#### Section 45 of the insurance Act, 1938 as amended from time to time states that:

- (1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e. from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy whichever is later.
- (2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud:

**Provided** that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees of the insured the grounds and materials on which such decisions are based.

Explanation I – For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the 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 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 specially declares to be fraudulent.

Explanation II – Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in sub-section (2) no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the mis-statement of or suppression of a material fact was true to the best of his knowledge and belief or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer:

**Provided** that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the member is not alive.

Explanation – A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of the life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

**Provided** that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees of the insured the grounds and material on which such decision to repudiate the policy of life insurance is based:



**Provided** further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees of the insured within a period of ninety days from the date of such repudiation

Explanation – For the purposes of this sub-section, the mis-statement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) Nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal.

#### Prohibition of Rebates: Section 41 of the Insurance Act, 1938 as amended from time to time states:

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

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

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

#### Nomination

Nomination shall be applicable in accordance with provisions of Section 39 of the Insurance Act 1938 respectively, as amended from time to time.

# Assignment

Assignment shall be applicable in accordance with provisions of Section 38 of the Insurance Act 1938 respectively, as amended from time to time.

**Expert Advice at Your Doorstep:** Our distributors have been professionally trained to understand and evaluate your unique financial requirements and recommend a policy which best meets your needs. With experienced and trained distributors, we are fully resourced to help you achieve your life's financial objectives. Please call us today. We would be delighted to meet you.

#### **Important Notes:**

- This is only a sales literature. It does not purport to be a contract of insurance and does not in any way
  create any rights and/or obligations. All the benefits are payable subject to the terms and conditions of the
  Policy.
- Extra Premium may be charged for sub-standard lives and occupational hazard.
- Benefits are available provided all premiums are paid, as and when they are due.
- Taxes, cesses and levies as imposed by the Government from time to timewould be levied as per applicable
  laws.





- Insurance is the subject matter of solicitation.
- Life Insurance Coverage is available in this Product.
- All Policy benefits are subject to policy being in force.

Should you need any further information from us, please do not hesitate to contact on the below mentioned address and numbers. We look forward to have you as a part of the Max Life family.

For other terms and conditions, request your Agent Advisor or intermediaries for giving a detailed presentation of the product before concluding the sale.





#### **Company Website**

http://www.maxlifeinsurance.com

# **Registered Office:**

Max Life Insurance Company Limited 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab - 144 533 Tel: 01881-462000

#### Office Address

Max Life Insurance Company Limited Plot No. 90A, Sector 18, Gurugram – 122015, Haryana, India.

Tel No.: 0124-4219090

Customer Service Helpline Number: 1860 120 5577

Customer Service Timings: 9:00 AM - 6:00 PM Monday to Saturday (except National holidays) or SMS 'Life' to 5616188

#### Disclaimers

Max Life Insurance Company Limited is a Joint Venture between Max Financial Services Limited and Mitsui Sumitomo Insurance Co. Ltd. Max Life Insurance Co. Ltd., 11th Floor, DLF Square Building, Jacaranda Marg, DLF City Phase II, Gurugram (Haryana) – 122002. For more details on risk factors, terms and conditions, please read the prospectus/brochure carefully before concluding a sale You may be entitled to certain applicable tax benefits on your premiums and policy benefits. Please note all the tax benefits are subject to tax laws prevailing at the time of payment of premium or receipt of benefits by you. Tax benefits are subject to changes in tax laws. Insurance is the Subject matter of solicitation. Trade logos displayed above belong to Max Financial Services Limited and Mitsui Sumitomo Insurance Co. Ltd. respectively and are used by Max Life Insurance Co. Ltd under a license. For more details call our customer helpline number - 1860 120 5577 or SMS 'LIFE' to 5616188.

ARN: MaxLife/Ads/Prospectus/ LPPS /Jan2020 IRDAI - Registration No. 104

Visit us at: www.maxlifeinsurance.com

#### BEWARE OF SPURIOUS / FRAUD PHONE CALLS!

#### IRDAI clarifies to public that

- •IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums
- Public receiving such phone calls are requested to lodge a police complaint

