

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No. U66010MH2006PLC165288

#### PART A

#### 1. FORWARDING LETTER

Ref.: Date:

Mr. ABC DEF GHI XXXXXXXXXX XXXXXXXXXX Tel:

Dear Mr. ABC DEF GHI

Welcome to Generali Central Life

Customer ID ( All your policies will be mapped to this id and this is

your customer portal login id too) Generali Central New Assure Plus

**Product Name** Product UIN 133N065V03

Individual, Non Linked, Participating, Savings, Life Product Type

Insurance Plan

**Policy Number** Premium to be paid for

Insurance Company Limited, a joint venture between Central Bank of India and Generali Participations Netherland N.V. (a wholly owned subsidiary of 190 years old insurer, Assicurazioni Generali S.p.A.

At Generali Central Life Insurance, it is Our endeavour to bring to You easy, simple to understand products which are most suitable for You and service processes which will put the power of managing Your policy in Your own hands through multiple self-servicing digital channels. On receipt of this policy document, we would request You to

- a) Go through the policy document carefully and acknowledged Customer Information Sheet. You may write back to us in case you find any information which is not in line with Your expectations. The copy of the Customer Information Sheet, as duly acknowledged by you, contains a synopsis of the benefits payable and the conditions subject to which the benefits are payable. However, the provisions contained in the Policy document will be final and binding. Therefore please read the Policy document for a detailed & complete understanding of the terms and conditions.
- b) Login to Our customer portal on customer generalicentrallife.com and create your online id immediately to manage Your policy at your convenience. You can also view your medical reports, if medical examination was done during the process of buying the policy.
- c) Download FG Life App from Google Playstore / Apple Appstore

Please note that this is a << regular/limited>> premium paying policy and premium payment is due on (every year till year ). We would request you to pay all renewal payments on time to avail all the benefits of the policy without any hassles.

For your convenience, we have provided you with multiple channels of communication to reach out to us should you have any concern about your policy or should you need any information about your policy. These are:-

Servicing Branch Address Vikhroli (W), Mumbai - 400083 Unit 801 and 802, 8th floor, Tower C, Embassy 247 Park, L.B.S. Marg,

Toll Free Access Number 2.

18001022355

Customer Service Email

care@generalicentral.com www.generalicentrallife.com

Website

customer.generalicentrallife.comOR FG Life App

5. Customer Portal Tel

+ 91-22-4097 6666 (T)/

You should feel free to get in touch with us on any one of the below options

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03 Page 1 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART A

### Free Look Option

You have the right to return this Policy within 30 days of receipt of the Policy Document (whether received electronically or otherwise) if You disagree with any of the terms and conditions of the policy, by giving Us a written request for cancellation of this Policy which states the reasons for Your objections. We will cancel this Policy, if You have not made any claims and refund

For your convenience, we are providing your sales / servicing agent details below:

Agent/Broker/Intermediary Name Code License No. Mobile Number

the premium received after deducting proportionate risk premium for the period on cover, stamp duty charges and expenses incurred by Us on the medical examination of the Life Assured (if any).

If the Policy is opted through Insurance Repository (IR), the computation of the said Free Look Period will be as stated below:-

Address

- i) For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance Policy by the IR.
- ii) For New e-Insurance Account: If an application for e-Insurance Account accompanies the proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the eInsurance Account(e IA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance Policy by the IR to the eIA, whichever is later shall be reckoned for the purpose of computation of the Free Look Period.

We once again welcome you to Generali Central Life Insurance and our world of simpler, smarter, faster insurance solutions and assure you of our best service always Sincerely,

<<Name>>

<< Designation>>

Final Policy Document Dated: Generali Central New Assure Plus UIN: 133N065V03

Page 2 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART A

#### 2. POLICY PREAMBLE

Welcome to Generali Central Life and thank you for entrusting us your protection needs and that of your loved ones. We are extremely excited with the opportunity of serving you throughout the coverage period of this policy.

Information Provided by you: The information that you have given in your proposal form, all supporting documents, any other information or declaration given by you, medical evidence (if any) shall form a part of this contract of insurance with us and it is the basis on which the contract of insurance has been issued. Your policy document, comprising this policy schedule and all the information provided in this booklet along with any endorsements is the evidence of this contract. We would request you to read this document carefully as it is vital to securing the need for which you have bought this policy and also to keep this document in a very safe place. In case you find any errors in the policy document, please take this document to the servicing branch to enable us to effect any corrections that may need to be made or write to us at care@generalicentral.com.

The benefits will be paid to the persons entitled to receive these payments on providing evidence to our satisfaction that such benefits have become payable and of the title of the person(s) receiving the payouts.

Please communicate any change in your address or any other communication details immediately.

Final Policy Document Dated: Generali Central New Assure Plus UIN: 133N065V03

Page 3 of 46

# GENERALI Central

# Generali Central Life Insurance Company Limited

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART A

#### 3. POLICY SCHEDULE

3(a) Your Customer Id:

#### PLEASE GO THROUGH POLICY SCHEDULE CAREFULLY

<Generali Central New Assure Plus>><< Individual, Non Linked, Participating, Savings Life Insurance Plan>>

THIS SCHEDULE IS PART OF THIS POLICY AND IS SUBJECT TO AND HAS TO BE READ ALONG WITH THE ATTACHED POLICY DOCUMENT.

Your Proposal No.

(b) Details of the Life Assured	and Policyholder	
Details of	Life Assured	Policyholder
Full Name:		
Date of Birth:		
Age Admitted:	Yes/No	
Gender		
Email address:		V
Mobile phone no:		
Residence No:		
Address:		
Landmark:	7	
City:		
Pin Code:		

#### **3(c)** Nominee(s) to this Policy are:

Detail of	Full Name	Date of Birth	Age	Gender	Relationship with Policyholder	Address	Percentage share of Benefit
Nominee 1							
Nominee 2							

Page 4 of 46

#### 3(d) The appointee of this Policy is (in case the Nominee mentioned is a minor):

Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

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Full Name:	
Date of Birth:	
Gender	
Address of the Appointee:	
Relationship with Nominee:	

3(e) Policy & Rider Details

Plan/Rider Name	Option	UIN	Policy /Rider Commence ment Date	Date of Commence ment of Risk	Policy/ Rider Term	Premiu m Payment Term	Maturit y Date/ Rider Expiry Date	Plan/ Rider Sum Assure d

#### 3(f) What You are covered for:

# **Policy Benefits**

# **Maturity Benefit**

SI. No.	Benefit Payment Date	Benefit Amount
1		< <guaranteed assured="" maturity="" sum="">&gt; plus Vested Compound Reversionary Bonuses, it any plus Terminal Bonus, if any will be paid.</guaranteed>

Death Benefit	Option 1-
	Death Benefit will be Higher of –
	• < <sum assured="">&gt; + vested Compound Reversionary Bonuses, if any plus Terminal Bonus, if any.</sum>
	• 10 times Annualised Premium (excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any) + vested Compound Reversionary Bonuses, if any plus Terminal Bonus, if any.
	105% of all the premiums paid (excluding taxes, rider premiums and extra premiums,if collected explicitly ) as on date of death
	Option 2-
	Death Benefit will be Higher of –
	• < <sum assured="">&gt;</sum>

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03 Page 5 of 46

# GENERALI Central

# Generali Central Life Insurance Company Limited

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART A

- 10 times Annualised Premium (excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any).
- 105% of all the premiums paid (excluding taxes, rider premiums and extra premiums, if collected explicitly) as on date of death

#### **PLUS**

• No further premiums under the Policy shall be payable by You

#### **PLUS**

• <<Guaranteed Maturity Sum Assured>> plus Vested Compound Reversionary Bonuses, if any plus Terminal Bonus, if any shall be paid at the end of the policy term

#### 3(g) Premium Details

Plan/Rider name	UIN	Annualis ed Premium in	nt	Modal	Applica ble taxes*	Total Instalment Premium	Premium Frequen cy	

	First Year	Renewal Years
Total Instalment Premium		
including Riders(if any)		
Total Applicable taxes*		
<b>Total Instalment Premium</b>		
after applicable Taxes*		

#### 3(h) What You are not covered for

In case of death of Life Assured 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.

#### 3(i) Disclaimers

- \*Includes applicable taxes at prevailing rates.
- Total Premium is subject to change in case of any variance in the present tax rates or in the event of any new or additional tax/levy being made applicable/ imposed on the premium(s).
- As per Section 10 (10D) of the Income Tax Act 1961, any sum received under a life insurance Policy will only be exempt from tax provided the annual premium payable in any of the years during the term of the Policy does not exceed 10% of the actual capital sum assured. Tax laws are subject to change.

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03 Page 6 of 46

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# Generali Central Life Insurance Company Limited

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

PART A

3(j) Stamp Duty

The stamp duty of Rs. Xxx (xxxx ONLY) paid by Payorder no.XXXXX dated DD/MM/YYYY. Government Notification Revenue and Forest Department No.Mudrank 2004/4125/CR 690/M-1, Dt.31/12/2004.

For and on behalf of Generali Central Life Insurance Company Limited (formerly known as Future Generali India Life Insurance Company Limited)

**Authorised Signature** 

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03 Page 7 of 46

GENERALI Central

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No. U66010MH2006PLC165288

PART B

**DEFINITIONS & INTERPRETATION** 

**<u>Definitions</u>**: The terms defined below are important terms which apply under this Policy. These terms are

used with initial capitals in the Policy Document and shall have the meaning ascribed to them below

wherever they appear in the Policy Document:

1) "Age" means age as on last birthday which is the number of completed years on the last birthday.

2) "Annualised Premium" shall be the premium amount payable in a year excluding taxes, rider

premiums, underwriting extra premiums and loadings for modal premiums, if any as specified in the

Schedule.

3) "Appointee" means the person named in the Schedule to whom the Death Benefit shall become payable

if the Nominee is less than Age 18 when the Death Benefit becomes payable.

4) "Assignee" is the person to whom the rights and benefits are transferred by virtue of an Assignment,

in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to

time.

5) "Assignment" is the process of transferring the rights and benefits to an Assignee, in accordance with

the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.

6) "Date of Commencement of Risk" means the date specified in the Schedule on which the risk under

this Policy commences.

7) "Death Benefit" means the benefit which becomes payable on the Life Assured's death in accordance

with Part C of this Policy.

8) "Distance Marketing Mode" means insurance solicitation/lead generation by way of telephone

calling/ Short Messaging Service (SMS)/other electronic modes such as e-mail, internet and interactive

television (DTH)/direct mail/newspaper and magazine inserts or any other means of communication

other than in person.

9) "Endorsement" means a written endorsement issued by Us on the Schedule to record any changes to

the applicable terms and conditions of this Policy or the details contained in the Schedule.

Endorsements shall form a part of this Policy and shall be binding on You and Us. It is agreed that the

Final Policy Document

Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 8 of 46

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

PART B

terms of an Endorsement shall supersede any conflicting provisions in this Policy Document, Rider or

Schedule.

10) "Financial Year" means the twelve month period between 1st April of each calendar year and 31st

March of next calendar year.

11) "Grace Period" 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.

12) "Indebtedness" means unpaid Instalment Premiums, any unpaid loans granted by Us under this Policy

and accrued interest thereon and any other amounts You owe Us in accordance with the terms of this

Policy, including all accrued interest on these amounts. Part D of this Policy will specify whether loans

will be granted by Us under this Policy.

13) "Instalment Premium" means the premium amount specified in the Schedule which is payable under

this Policy at the frequency and in the modes specified in the Schedule.

14) "IRDAI" means the Insurance Regulatory and Development Authority of India.

15) "Lapse" means the status of the Policy where due Instalment Premium, for the period as specified in

the Part C of the Policy, have not been paid within the Grace Period and where Policy benefits, if any,

shall become payable in accordance with Part C.

16) "Life Assured" means the person named in the Schedule on whose life the insurance cover under this

Policy has been granted.

17) "Maturity Benefit" means the benefits which become payable on or after the Maturity Date any

additional and accrued benefit, which is payable on maturity in accordance with Part C of this Policy.

Part C will specify whether a Maturity Benefit is payable under this Policy.

Final Policy Document

Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 9 of 46

GENERALI Central

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

PART B

18) "Maturity Date" means the date specified in the Schedule on which the Maturity Benefit (if any)

becomes payable if the conditions specified in Part C of this Policy are satisfied.

19) "Nominee" means the person named in the Schedule to whom the Death Benefit shall become payable

if the conditions specified in Part C of this Policy are satisfied.

20) "Nomination" is the process of nominating a person(s) in accordance with provisions of Section 39 of

the Insurance Act, 1938 as amended from time to time.

21) "Policy" means the contract of insurance entered into between the Policyholder and Us as evidenced

by the "Policy Document"

22) "Policy Document" means this policy document, the Proposal Form, the Schedule and any additional

information or documentation provided to Us in relation to the Proposal Form, any Endorsements

issued by Us and any Riders attached to this Policy.

23) "Policyholder" means the person named in the Schedule on whom the contract under this Policy is

executed and owns this Policy and, subject to the terms and conditions of this Policy, holds all the rights

under the Policy.

24) "Policy Anniversary" means the same date as the Policy Commencement Date in each Policy Year

during the Policy Term.

25) "Policy Commencement Date" means the date specified in the Schedule on which this Policy

commenced.

26) "Policy Term" means the period specified in the Schedule which is the number of years from the Policy

Commencement Date to the Maturity Date.

27) "Policy Year" means a period of 12 consecutive calendar months from the Policy Commencement

Date and every subsequent Policy Anniversary, thereafter.

28) "Premium Paying Term" means the period specified in the Schedule during which the Instalment

Premiums are payable.

Final Policy Document

Dated:

Generali Central New Assure Plus

GENERALI Central

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

PART B

29) "Premium Due Date" means date specified in the Schedule on which the Instalment Premium will

become due.

30) "Proposal Form" means the proposal form provided by Us which is completed by You in utmost good

faith and sets out the various particulars which form the basis of the insurance cover under this Policy.

31) "Reduced Paid-up Policy" means a Policy on which due Instalment Premiums are not received after

a specified number of Instalment Premiums have been received. Part C of this Policy will specify

whether and under which conditions this Policy may be considered to be a Reduced Paid-up Policy. If

this Policy is converted to a Reduced Paid-up Policy, then only those reduced benefits specified in Part

C of this Policy will be payable on the occurrence of the insured events.

32) "Revival" means restoring the Lapsed or a Reduced Paid-up Policy to an inforce Policy as per the

revival conditions mentioned in Part D of the Policy.

33) "Revival Period" means a period of five consecutive complete years from the date of first unpaid

premium.

34) "Rider" means the insurance cover(s) added to a base product for additional premium or charge.

35) "Schedule" means the Policy schedule which is issued by Us and attached to this Policy together with

any amendments to the Schedule or Endorsements which may be issued by Us from time to time.

36) "Sum Assured" means the amount specified in the Schedule

37) "Surrender" means the complete withdrawal/termination of the entire Policy contract. Part D of this

Policy will specify whether and under which conditions this Policy can be Surrendered.

38) "Surrender Value" means an amount, if any, that becomes payable on surrender of the policy during

its term, in accordance with the terms and conditions of the policy.

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 11 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART B

**39)** "Terminal Bonus" means bonus, if declared, payable in accordance with Part C of this Policy, if any, which may be paid on the death of the Life Assured during the Policy Term or upon the maturity of the Policy.

- **40)** "**Total Premiums Paid** " means total of all the premiums paid under the base product, excluding any extra premium, and taxes, if collected explicitly.
- **41)** "Vesting Date" means the Policy Anniversary coinciding with or immediately following the Life Assured attaining the Age of 18 years if the Life Assured was a minor on the Date of Commencement of Risk. Part C of this Policy will specify whether and under which conditions this Policy will vest with the Life Assured.
- **42)** "We, Us, Our" means Generali Central Life Insurance Company Limited (formerly known as Future Generali India Life Insurance Company Limited).
- 43) "You, Your" means the Policyholder of this Policy as named in the Schedule.

Final Policy Document Dated: Generali Central New Assure Plus UIN: 133N065V03



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART B

#### **Interpretation:**

- 1) References in this Policy to the singular shall include the plural and vice versa.
- 2) References in this Policy to one gender shall include the other gender.
- 3) References in this Policy to any statutes, rules, regulations or guidelines shall include any re-enactments or amendments to the same.
- 4) Section/paragraph headings are for ease of reference only and shall not have any interpretative value.
- 5) Words and expressions used in this Policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act 1938 and/or the rules/regulations/guidelines made thereunder as may be amended from time to time.

Final Policy Document Dated: Generali Central New Assure Plus

UIN: 133N065V03 Page 13 of 46

GENERALI Central

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

PART C

POLICY BENEFITS & PREMIUM PAYMENT CONDITIONS

The benefits available under this Policy are specified in this Part C below. Benefit amounts payable on

the occurrence of the events specified below are set out in the Schedule. Benefits due will become

payable to You / Life Assured or Your assignee or Nominee or to Your legal heirs, executors,

administrators or legal representatives, as applicable.

In order to secure the full benefits available under this Policy, Instalment Premiums must be paid in full

and on time for the Premium Paying Term. If the Instalment Premiums are not received on time, then

the non-forfeiture provisions in this Part C will apply.

Amendments to this Policy shall be effective only if such amendments are carried out only through

Endorsements issued by Us.

1) Commencement of Risk Cover under this Policy

The risk cover under this Policy shall commence only on the Date of Commencement of Risk which

is same as the Policy Commencement Date. In case of minor Life Assured, the Risk Commencement

Date shall be same as Policy Commencement Date.

2) Death Benefit

a) If the Life Assured dies on or after the Date of Commencement of Risk but during the Policy Term

and provided that the Policy has not Lapsed or been converted into a Reduced Paid-up Policy, the

Death Benefit payable shall be as follows based on the Option chosen by You at the outset of the

Policy as specified in the Schedule and in accordance with the provisions of this Part C below-

Death Sum Assured shall be the highest of the following:

• 10 times Annualised Premium (excluding the taxes, rider premiums and underwriting extra

premiums, if any)

Guaranteed Maturity Sum Assured, which is equal to Sum Assured

• Absolute amount payable on Death, which is equal to Sum Assured

i) Option 1 – Lumpsum Death Benefit Payout

Death benefit payable shall be higher of:

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 14 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART C**

- 1) 105% of the total premiums paid (excluding taxes, rider premiums and extra premiums, if collected explicitly) as on date of death; and
- 2) Death Sum Assured plus vested Compound Reversionary Bonuses, if any plus Terminal Bonus, if any.

The Policy will terminate on payment of Death Benefit under this option.

#### ii) Option 2 – Lumpsum Death Benefit with Maturity Payout

Death benefit payable shall be higher of:

- 1) 105% of the total premiums paid (excluding taxes, rider premiums and extra premiums, if collected explicitly) as on date of death; and
- 2) Death Sum Assured

In addition,

- 1) Policy will continue to participate in the profits till the Policy Maturity Date.
- 2) Guaranteed Maturity Sum Assured plus Vested Compound Reversionary Bonuses, if any, plus Terminal Bonus, if any, shall be paid on maturity date.
- 3) No premiums are payable after death of the Life Assured during Policy Term.

#### 3) Maturity Benefit

#### i) Option 1 – Lumpsum Death Benefit Payout

If the Life Assured is alive on the Maturity Date and if all Instalment Premiums have been received in full, the Guaranteed Maturity Sum Assured plus Vested Compound Reversionary Bonuses, if any, plus Terminal Bonus, if any, shall be paid.

#### ii) Option 2 - Lumpsum Death Benefit with Maturity Payout

If the Life Assured is alive on the Maturity Date and if all Instalment Premiums have been received in full or in case of death of Life Assured during the policy term provided all Instalment Premiums due till date of death of the Life Assured have been received in full, the Guaranteed Maturity Sum Assured plus Vested Compound Reversionary Bonuses, if any, plus Terminal Bonus, if any, shall be paid on Date of Maturity

#### 4) Participation in Profits and Bonus

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 15 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART C

a) This Policy, if not Lapsed or not been converted into a Reduced Paid-up Policy in accordance with the provisions of this Part C below, shall participate in the profits of the Company's Participating Life Assurance Policyholder's Fund from the Policy Commencement Date. It gets a share of the profits emerging from the Company's Participating Life Assurance Policyholder's Fund in the form of Bonuses.

- b) Compound Reversionary Bonuses are declared as a percentage rate, which apply to the Sum Assured plus the reversionary bonuses already attaching on this Policy. They are declared annually at the end of each Financial Year based on the statutory valuation carried out under prevailing Regulations.
- c) Contingent Future Bonus rate may be declared every financial year and will explicitly accrue only when a fully paid up policy is Surrendered.
- d) Once declared, they form a part of the guaranteed benefits of the Policy.
- e) Terminal Bonus, if any, will be paid either on death during the Policy Term or on Maturity of the Policy.

#### 5) Premium Payment Conditions

a) Payment of Instalment Premium:

Instalment Premiums shall be payable in full on the Premium Due Dates until the expiry of the Premium Paying Term. The Instalment Premiums shall be deemed to have been paid only when they have been received at Our head office or any other office authorized by Us for that purpose and due written acknowledgment has been issued against such payment.

b) Change in Premium Payment Frequency: We will permit any change to be made to the frequency at which the Instalment Premium is payable as recorded in the Policy Schedule. Such change will be permitted during the Premium Payment Term, is subject to minimum premium requirements and will be applicable on Policy Anniversary. There shall be no charge made for change of premium payment frequency, however relevant modal factor shall apply.

The premiums for various modes as a percentage of annual premium are given below:

- Half-yearly premium 52.0% of annual premium
- Quarterly premium 26.5% of annual premium
- Monthly premium 8.83% of annual premium

The Company will offer waiver of modal premium loadings for Annualized Premium of Rs. 1 crore and above.

Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART C

#### c) Deduction of Instalment Premiums from the Claim Amount:

If this Policy is in force and the Death Benefit becomes payable in accordance with the Part C, any Instalment Premiums due till the next Policy Anniversary, shall be deducted from the Death Benefit payable under this Policy.

#### 6) Non-Forfeiture Provisions

If any Instalment Premium remains unpaid at the end of the Grace Period, this Policy will be subject to the non-forfeiture provisions below.

#### a) Lapse of this Policy

- i) If all due Instalment Premiums for the first Policy Year has not been paid within the Grace Period, the Policy shall Lapse.
- ii) The Death Benefit shall not be payable if the Life Assured dies after this Policy has Lapsed and before it has been Revived in accordance with Part D of this Policy.
- iii) This Policy may be Revived within the Revival Period in accordance with Part D of this Policy.
- iv) If this Policy is not Revived within the Revival Period,, no Lapse value (benefit) shall be payable on the date of expiry of Revival Period, and this Policy will terminate.

#### b) Conversion of this Policy to a Reduced Paid-up Policy

- i) If after the receipt of Instalment Premiums for the first or more policy years have been paid and any subsequent premium is not paid within the grace period, the policy will be converted into a paid-up policy.
- ii) If this Policy is converted to a Reduced Paid-Up policy, it shall not accrue any future bonuses from the first Premium Due Date on which the Instalment Premium was unpaid. The bonuses already accrued, remains attached to the Policy.
- iii) If the Life Assured dies after this Policy has been converted to a Reduced Paid-up Policy and before this Policy has been Revived in accordance with Part D of this Policy, the Death Sum Assured payable will reduce in proportion to the number of Instalment Premiums received to the total number of Instalment Premiums payable for the Premium Paying Term. The plan will acquire no further bonuses once the policy is in "Reduced Paid-Up" status. The bonuses already accrued, remains attached to the policy. The Death Benefit amount shall be payable in the manner set out in the Death Benefit provisions in this Part C above.

Final Policy Document

Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 17 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART C**

iv) If the Life Assured is alive and this Policy is a Reduced Paid-up Policy on the Maturity Date, the Maturity Sum Assured payable will reduce in proportion to the number of Instalment Premiums received to the total number of Instalment Premiums payable for the Premium Paying Term. The plan will acquire no further bonuses once the policy is in "Reduced Paid-Up" status. The bonuses already accrued, remains attached to the policy. The Maturity Benefit amount shall be payable in the manner set out in the Maturity Benefit provisions in this Part C above.

- v) A Reduced Paid-up Policy may be revived within the earlier of the expiry of the Revival Period and the Maturity Date or may be Surrendered in accordance with Part D of this Policy
- vi) Rider Benefits cease to exist for a Reduced Paid-Up Policy and no benefits are payable under the Riders.

If the Paid up Sum assured (exclusive of Compound Reversionary Bonuses) is less than rupees two thousand five hundred, the Policy may be terminated after expiry of revival period by paying the surrender value.

#### 7) Grace Period:

Any Instalment Premium which is not received in full by the Premium Due Date may be paid in full during the Grace Period of 30 days for yearly, half-yearly and quarterly Premium Payment frequencies and 15 days for Monthly Premium Payment frequencies from the Premium Due Date. This Policy will remain in force during the Grace Period. If the Life Assured dies during the Grace Period, the Death Benefit in accordance with the provisions of Part C above shall be payable after deducting the due premium. If any Instalment Premium remains unpaid at the end of the Grace Period, the policy will be subject to the non-forfeiture provisions as stipulated in Part D.

#### 8) Termination of the Policy

This Policy will cease immediately and automatically on the happening of the earliest of any of the following:

- a) on the date of payment of the entire Death Benefit upon the death of the Life Assured under Option 1; or
- b) on the date of payment of Maturity Benefit
- c) on the date of payment of Surrender Value of this Policy; or
- d) on the date of receipt of Free Look request in accordance with Part D of this Policy; or

Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

# PART C

e) on the expiry of the Revival Period provided We have not received the due unpaid regular Premiums along with interest from You till the expiry of such period and this Policy is not under the Reduced Paid-Up status.



Final Policy Document Dated: Generali Central New Assure Plus

UIN: 133N065V03 Page 19 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART D**

#### **POLICY SERVICING CONDITIONS**

The procedure and conditions applicable to various Policy servicing aspects pertaining to this Policy are specified in this Part D below.

#### 1) Free Look Period

- a) You may return this Policy within 30 days of receipt of the Policy Document (whether received electronically or otherwise) if You disagree with any of the terms and conditions of the policy, by giving Us a written request for cancellation of this Policy which is dated and signed by You which states the reasons for Your objections. We will cancel this Policy if You have not made any claims and refund the Instalment Premium received after deducting proportionate risk premium for the period on cover, stamp duty charges and expenses incurred by Us on the medical examination of the Life Assured (if any).
- b) If the Policy is opted through Insurance Repository (IR), the computation of the said Free Look Period will be as stated below:
  - i) For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance Policy by the IR.
  - ii) For New e-Insurance Account: If an application for e-Insurance Account accompanies the proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the e-Insurance Account(e IA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance Policy by the IR to the eIA, whichever is later shall be reckoned for the purpose of computation of the Free Look Period.

#### 2) Surrender

- a) This Policy will acquire Surrender Value after completion of first policy year provided one full year premium has been received. Once this Policy has acquired a Surrender Value, this Policy or the Reduced Paid up Policy may be Surrendered during the Policy Term and We will pay You the Surrender Value.
- b) The Surrender Value on this Policy shall be higher of the Special Surrender Value and the Guaranteed Surrender Value (as defined below):
  - i) "Guaranteed Surrender Value" means an amount which is calculated in the following manner:

Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART D

Guaranteed Surrender Value = X% of total Instalment Premiums received under this Policy (excluding taxes, rider premium and extra premiums, if any) plus Y% of vested Compound Reversionary Bonus, if any

Where values of X% and Y% are as follows:

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Final Policy Document

Dated:

Generali Central New Assure Plus

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

# PART D

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Final Policy Document

Dated:

Generali Central New Assure Plus



# (formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

# PART D

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Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART D

ii) "Special Surrender Value" means an amount which is calculated in the following manner:

Special Surrender Value =

a) For premium paying and reduced paid-up policies:

Special Surrender Value Factor for Sum Assured x (Paid up Sum Assured) plus Special Surrender Value Factor for Vested Bonus x (Vested Compound Reversionary Bonus)

b) For fully paid-up policies:

Special Surrender Value Factor for Sum Assured x (Paid up Sum Assured) plus Special Surrender Value Factor for Vested Bonus x (Vested Compound Reversionary Bonus) plus Special Surrender Value Factor for Contingent Future Bonus x (Contingent Future Bonus)

Contingent future annual reversionary bonus rate may be declared every financial year and will be explicitly applicable only when a fully paid up policy is surrendered.

Special Surrender Value (SSV) shall be based on the Company's expectation of future financial and demographic conditions and may be reviewed annually by the Company in accordance with the applicable IRDAI regulations in this behalf.

c) This Policy shall automatically terminate on Surrender and no other benefits will be paid to You under this Policy.

#### 3) Revival

If this Policy has Lapsed or is a Reduced Paid-up Policy, it may be Revived within the earlier of the expiry of the Revival Period and the Maturity Date unless this Policy has been Surrendered in accordance with this Part D. Revival Period is five consecutive years from the first Premium due date on which the instalment premium was unpaid

In order to Revive this Policy, You must give Us a written request for Revival along with:

i) The Life Assured's health declaration and other evidence of continued insurability as per Our Board Approved Underwriting policy. We, however, reserve the right to accept at original terms, accept with modified terms or decline the Revival of this Policy. The revival of the discontinued policy shall take effect only after the same is approved by the Company and is specifically communicated to the Policyholder.

Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART D**

ii) Payment of all overdue Instalment Premiums in full (along with the applicable taxes, if any) and interest at such a rate as may be determined by Us from time to time.

- iii) The revival interest rate shall be determined by the company from time to time based on current market interest rate on 10-year Government securities (G-Sec) as on 31st March every year + 2% rounded to nearest 1%. The interest rate applicable for the financial year will be declared at start of the financial year. The simple interest rate charged is 9% p.a. for FY 2024-25. 10-year G-Sec rates are as declared by FIMMDA (Fixed Income Money Market and Derivatives Association of India). However, the company may decide to increase the interest charged on revival from time to time with appropriate approval..
- iv) The Policy shall be considered to be revived only when an application to this effect is issued by the Company to You.
- b) On Revival, all the bonuses declared while the Policy was in Reduced Paid-up/Lapse status will be added back to the Policy.
- c) This Policy will be Revived in accordance with Our board approved underwriting policy.
- d) Any Revival shall only cover the loss or insured event which occurs after the Revival Date. The Revival of a Rider, if any, will take place only with the Revival of this Policy and not in isolation.

#### 4) Loans

- a) Loan will be provided under this Policy subject to the following conditions:
  - i) If this Policy has acquired Surrender Value, loan is available under the policy to the extent of 85% of the Surrender Value. In case of any significant increase in the interest rates, the Company may change the percentage of Surrender Value available as loan.
  - ii) The minimum amount of Policy Loan that can be taken is Rs.10,000.
  - iii) Interest shall accrue on Policy loan at a rate which shall be determined by Us from time to time based on current market interest rate on 10-year Government Securities (G-Sec) as on 31<sup>st</sup> March every year+ 2% rounded to nearest 1%. 10-year G-Sec rates are as declared by FIMMDA (Fixed Income Money Market and Derivatives Association of India). The interest rate applicable for the Financial Year will be declared at start of the Financial Year. The current interest rate

Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART D**

applicable for the financial year 2024-25 applicable on loans is 9% per annum compounded half yearly.

- iv) Any unpaid interest shall be added to the principal loan and bear interest at the prevalent rate.
- v) Any change in the basis of determination of interest rate as given above for Policy Loan shall be done only after obtaining appropriate approval.
- vi) Interest shall be payable on the next Policy Anniversary or six months before the next Policy Anniversary if earlier, after the loan date; and every six (6) months thereafter until the loan is repaid.
- vii) You have the option to repay the principal and accrued interest in full or any part of the loan anytime.
- viii) Any unpaid loan or interest on this Policy will be deducted from any payment or proceeds under this Policy at the time of settlement.
- ix) Our claim for any loan including outstanding interest will have priority over the claim of any assignee.
- x) Whilst the Policy is in Reduced Paid-Up status, in the event of failure to pay the loan interest on the due dates, under circumstances when the loan with outstanding interest exceeds the Surrender Value, this Policy shall be terminated. This provision will not apply in the event that the Policy is in In-force status or all premiums payable under the Policy stand paid.

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- xi) Until such time as the loan persists in Our books, Your Policy shall remain assigned to Us.
- xii) Policy loan will not be extended beyond the Maturity Date.
- xiii) Under circumstances when the loan amount along with outstanding interest exceeds the Surrender Value, the Policyholder shall be intimated of the same and shall be given a period of three months to repay the outstanding dues. In the event of failure to repay by the required date, the Policy will be terminated/foreclosed. This provision will not apply in the event that the Policy is in In-force status or all premiums payable under the Policy stand paid.

#### 5) Policy Vesting Provisions

The following provisions apply only if the Life Assured is less than the Age of 18 years on the Date of Commencement of Risk:

a) The policy vests on the life assured on the policy anniversary coinciding with or immediately following the 18th birthday of the life assured.

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Final Policy Document Dated:

Generali Central New A

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART D**

Upon such vesting, the Policy will be deemed to be a contract between the Life Assured (also the policyholder there forth) as the owner of the policy and the Company. The erstwhile policyholder or his estate shall cease to have any right or interest therein.

- a) If You die when the Life Assured is less than Age 18:
  - i) No immediate benefit will be payable under this Policy, but this Policy may be continued for the remainder of the Policy Term with the appointment of the Life Assured's parents or legal guardian as the Policyholder under this Policy for all purposes as per the law of the land.
  - ii) If this Policy has been converted to a Reduced Paid-up Policy and a new policyholder is not available or interested in continuing this Policy on Your death, this Policy may either remain a Reduced Paid-up Policy for the remainder of the Policy Term or may be Surrendered in accordance with the provisions of Part D of this Policy by the Life Assured's parents or legal guardian provided that the necessary permission of the Indian courts/authorities has been obtained.

If this Policy has not been converted to a Reduced Paid-up Policy and a new Policyholder is not available or interested in continuing this Policy on Your death, this Policy will automatically Lapse and the provisions of Part C of this Policy shall apply.

Final Policy Document Dated: Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

# PART E

# **Applicable Charges, Funds & Fund Options**

1) No charges or fees are applicable under this Policy.

2) This Policy is a non-linked insurance product, so no funds or fund options are available.

Final Policy Document Dated: Generali Central New Assure Plus UIN: 133N065V03

Page 28 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART F

#### **General Terms & Conditions**

#### 1) Non-Disclosure& Fraud

Please note the terms of Section 45 of the Insurance Act, 1938, as amended from time to time, which states as follows:

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

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

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 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 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

Final Policy Document

Dated:

Generali Central New Assure Plus

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

PART F

or suppression of a material fact was true to the best of his knowledge and belief or that

there was no deliberate intention to suppress the fact or that such mis-statement of or

 $suppression\ of\ a\ material\ fact\ are\ within\ the\ knowledge\ of\ the\ insurer:$ 

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case

the policyholder is not alive.

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 life insurance may be called in question at any time within three years from the

date of issuance of the policy or the date of commencement of risk or the date of revival of

the policy or the date of the rider to the policy, whichever is later, on the ground that any

statement of or suppression of a fact material to the expectancy of the life of the insured was

incorrectly made in the proposal or other document on the basis of which the policy was

issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal

representatives or nominees or assignees of the insured the grounds and materials on which

such decision to repudiate the policy of life insurance is based.

Provided further that in case of repudiation of the policy on the ground of mis-statement or

suppression of a material fact, and not on the ground of fraud, the premiums collected on

the policy till the date of repudiation shall be paid to the insured or the legal representatives

or nominees or assignees of the insured within a period of ninety days from the date of such

repudiation.

Explanation.—For the purposes of this sub-section, the misstatement 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.

Final Policy Document

Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 30 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

PART F

(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.

2) Statement of Age

a) This Policy is issued at the Age shown in the Schedule which is the Life Assured's declared Age as

at the Policy Commencement Date. In the event the declared Age as at the Policy Commencement

Date is found to be different from the actual Age on the Policy Commencement Date, without

prejudice to Our other rights and remedies, including those under the Insurance Act, 1938, one of

the following actions may be taken:

i) If the actual Age of the Life Assured is such that the Life Assured would not have been eligible

under this insurance product either on Policy Commencement Date or on date of Death for

insurance coverage, this Policy shall be cancelled with effect from the Policy Commencement

Date and the Instalment Premium received shall be refunded after the deduction of the stamp

duty charges and costs incurred by Us on the medical examination of the Life Assured, if any.

ii) If the actual Age of the Life Assured is higher than the declared Age and higher Instalment

Premiums should have been charged per Our board approved underwriting Policy, the benefits

payable under this Policy shall be reduced to the amount that the Instalment Premiums received

would have purchased at the actual Age of the Life Assured.

iii) If the actual Age of the Life Assured is lower than the declared Age and lower Instalment

Premiums should have been charged per Our board approved underwriting policy, We will

refund any excess premiums received, without any interest.

3) Claims Procedures

**Payment of Death Benefits** 

a) The death of the Life Assured must be notified immediately to Us in writing.

UIN: 133N065V03

Page 31 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART F

b) Proof of death and any appropriate documents as required by Us must be completed and furnished to Us, within 90 days from the date of death of the Life Assured, unless specified otherwise. However, a notification of claim received after 90 days may be accepted, if the claimant proves to Our satisfaction that there was delay for reason beyond the control of the claimant.

- c) The following documentation must necessarily be submitted to Us for Us to establish a death claim to Our satisfaction:
  - i) Original Policy Document;
  - ii) Original death certificate issued by the competent authority;
  - iii) Post mortem report / FIR, where applicable;
  - iv) Claim forms duly completed as required by Us;
  - v) Certificate from physician/hospital last attended showing cause of death wherever applicable;
  - vi) A copy of past medical records for diagnosis and treatment with complete details of Illness, wherever applicable.
  - vii) Legal evidence of title of the claimant where no valid nomination or assignment under this Policy exists or in cases where the title is in dispute;
  - viii) Proof of Age, if the Age has not been admitted under the Policy earlier.
  - ix) Self-attested copy of the PAN Card or Form 60 of claimant
  - x) KYC documents including photograph of the claimant
  - xi) Bank details with supporting documents of claimant
- d) We may, however, call for additional documents, if found necessary, in support of the claim.

#### 4) The Policyholder's Rights

- a) You are the Policyholder of this Policy. Unless provided otherwise in the terms of this Policy or through the provisions of applicable Indian law, only You can, during the lifetime of the Life Assured, exercise all rights, privileges and options provided under this Policy subject to any Nominee's vested interest or any assignee's rights, if any.
- b) This Policy describes the options available to You upon non-payment of due premium as specified in Part D of this Policy. In no event, Company is under any obligation to send any separate notice(s)

Final Policy Document Dated:

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Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART F

to You for reiteration of these options or payment of Instalment Premium. You are solely responsible to pay Instalment Premium on time as specified in this Policy Document.

#### 5) Suicide Exclusion

In case of death of Life Assured 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.

#### 6) Assignment and transfer of insurance policies

Assignment should be in accordance with provisions of section 38 of the Insurance Act, 1938, as amended from time to time. Please refer to Annexure II for more details on this section.

#### 7) Nomination by Policyholder

Nomination should be in accordance with provisions of section 39 of the Insurance Act, 1938, as amended from time to time. Please refer to Annexure III for more details on this section.

#### 8) Loss of Policy Document

If the Policy Document is lost or misplaced, You should submit to Us a written request stating the fact and the reason for the loss. If We are satisfied that the Policy Document is lost or misplaced, then, We will issue You a duplicate Policy Document by charging an amount as decided by Us from time to time. Upon the issue of the duplicate Policy Document, the original Policy Document will automatically cease to have any validity with immediate effect.

You agree to indemnify Us and hold Us free and harmless from any costs, expenses, claims, awards or judgments arising out of or in relation to the original Policy Document.

#### 9) Restrictions on Travel, Residence & Occupation

a) This Policy does not impose any restrictions on to travel, residence or occupation, unless specified otherwise in Part C of this Policy or under applicable Indian law.

#### 10) Governing Law & Jurisdiction

 Any and all disputes arising under or in relation to this Policy shall be subject to the jurisdiction of the Indian courts.

Final Policy Document

Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART F

b) The terms and conditions of this Policy, including the premiums and benefits payable under this Policy shall be governed by the applicable Indian law and are subject to variation in accordance with directions of the IRDAI..

#### 11) Electronic Transactions

a) All remote transactions effected through the Internet, world wide web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by Us or on Our behalf, for and in respect of this Policy or its terms, shall constitute legally binding on either part if valid transactions as per extant laws applicable and are done in adherence to and in compliance with Our terms and conditions for such facilities, as may be prescribed from time to time.

#### 12) Policy Currency

a) All amounts payable either to or by Us under this Policy shall be in Indian Rupees only.

# 13) Address for Correspondence

a) Any notice, information, request or instruction to Us must be in writing and delivered to the address intimated by Us to You, which is currently intimated to You as follows:

Head – Operations

Generali Central Life Insurance Company Limited,

Unit 801 and 802, 8th floor, Tower C,

Embassy 247 Park, L.B.S. Marg,

Vikhroli (W), Mumbai – 400083

Email: care@generalicentral.com

- b) We may change the address stated above and intimate You of such change in writing.
- c) Any notice, information or instruction from Us to You shall be mailed to Your address stated in the Schedule or to the changed address as intimated by You to Us in writing.

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 34 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

# PART F

d) Please communicate any change in Your address or any other communication details immediately, as it helps Us to reach to You faster. The correct address ensures that all our communications reach to you timely.

# 14) Applicable Taxes & Duties

The tax benefits on this Policy shall be as per the prevailing tax laws in India and amendments thereto from time to time. In respect of any payment made or to be made under this Policy, We will deduct or charge or recover taxes and other levies, as applicable at such rates as notified by the government or such other body authorised by the government from time to time. Tax laws are subject to change.

Final Policy Document Dated: Generali Central New Assure Plus UIN: 133N065V03



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART G

#### Grievance Redressal Procedure & List of Insurance Ombudsmen

- 1) In case of any grievance, please approach the following in the order given below:
  - a) In the event of any complaint/grievance under this Policy, a reference may be made to Our office at the following address giving the nature and full particulars of the grievance:-

# **Grievance Redressal Department Generali Central Life Insurance Company Limited**

Unit 801 and 802, 8th floor, Tower C, Embassy 247 Park, L.B.S. Marg, Vikhroli (W), Mumbai – 400083 Email ID: care@generalicentral.com Our website: www.generalicentrallife.com

Contact No: 022-41514500 Toll Free No: 1800 102 2355

You may also reach out to Your nearest branch. You can locate Your nearest branch on Our website at <a href="https://www.generalicentrallife.com/customer-service/branch-locator/">https://www.generalicentrallife.com/customer-service/branch-locator/</a>
If you are a Senior citizen, you may write to us at the following id: <a href="mailto:senior.citizens@generalicentral.com">senior.citizens@generalicentral.com</a> for priority assistance

b) In case the decision of the above office is not satisfactory, or there is no response from the office within 10 days, the following official for resolution of the grievance may be contacted:-

# Grievance Redressal Officer Generali Central Life Insurance Company Limited

Unit 801 and 802, 8th floor, Tower C, Embassy 247 Park, L.B.S. Marg, Vikhroli (W), Mumbai – 400083 Contact No: 022 41514712

Toll Free No: 1800 102 2355 Email: gro@generalicentral.com

In case you have not received any response within 30 days from the date filing of complaints with us, you can approach Insurance Ombudsman as per the details specified in Annexure I

c) In case Our decision/resolution of the grievance is not satisfactory the IRDAI (Insurance Regulatory and Development Authority of India) through the Integrated Grievance Management System (IGMS) may be approached on the following contact details. The IGMS provides a gateway for

Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART G**

Policyholders to register complaints with insurance companies first and if required the same can be escalated to the IRDAI Grievance Cell.

#### **IRDAI** Grievance Call Centre (IGCC)

Call Center: TOLL FREE NUMBER (155255) for voice calls

Email ID: complaints@irdai.gov.in

Website: https://bimabharosa.irdai.gov.in/

A complaint may also be registered online at: http://www.igms.irda.gov.in/

Address for communication for complaints by paper/fax:

General Manager,

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

Insurance Regulatory and Development Authority of India,

Sy.No.115/1, Financial District, Nanakramguda,

Gachibowli, Hyderabad – 500 032

You can also make use of the Bima Bharosa system - IRDAI Portal at https://bimabharosa.irdai.gov.in/ for registering the complaints and to monitor the status of the complaints.

#### d) Insurance Ombudsman

- i) In case Our decision/resolution is not satisfactory, the Insurance Ombudsman Appointed under the provisions of Insurance Ombudsman Rules, 2017 may be approached if the grievance pertains to:
  - (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;

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 37 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART G**

(h) non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and

- (i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f)
- ii) Further, As per Rule 14(3) of the Insurance Ombudsman Rules 2017, the complaint to the Insurance Ombudsman can be made only if:
  - (a) the complainant makes a written representation to the insurer named in the complaint and—
    - (i) either the insurer had rejected the complaint; or
    - (ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or
    - (iii) the complainant is not satisfied with the reply given to him by the insurer;
  - (b) The complaint is made within one year—
    - (i) after the order of the insurer rejecting the representation is received; or
    - (ii) after receipt of decision of the insurer 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 if the insurer fails to furnish reply to the complainant

The Insurance Ombudsman is an organization that addresses grievances that are not settled to Your satisfaction. The list of Insurance Ombudsmen offices is provided as Annexure I to this Policy. Further, the list of Insurance Ombudsmen offices is also available at the website below:

https://www.cioins.co.in/ombudsman

Final Policy Document Dated:

Generali Central New Assure Plus

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

# PART G

# ANNEXURE I

#### LIST OF INSURANCE OMBUDSMEN

CONTACT DETAILS	JURISDICTION (Union Territory, District)
AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh Chhattisgarh.
BHUBANESWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 /2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 39 of 46

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

# PART G

-LIFE INSURANCE-

CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: _oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03

Page 40 of 46



# (formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

# PART G

KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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 Insurance Ombudsman 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: oio.mumbai@cioins.co.in	<u>List of wards</u> under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
NOIDA Insurance Ombudsman 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: oio.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 Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001 Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, and Jharkhand.
PUNE Insurance Ombudsman 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: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region

Final Policy Document Dated:

Generali Central New Assure Plus

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# Generali Central Life Insurance Company Limited

(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART G

THANE

Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg,

Thane (West), Thane – 400604

Tel.: 022-20812868/69

Email: oio.thane@cioins.co.in

Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.

Final Policy Document Dated: Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART G**

#### **Annexure II**

Section 38 - Assignment or Transfer of Insurance Policies Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- (1) This policy may be transferred/assigned, wholly or in part, with or without consideration.
- (2) An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- (3) The instrument of Assignment should indicate the fact of transfer or Assignment and the reasons for the Assignment or transfer, antecedents of the Assignee and terms on which Assignment is made.
- (4) The Assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- (5) The transfer or Assignment shall not be operative as against an insurer until a notice in writing of the transfer or Assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- (6) Fee to be paid for Assignment or transfer can be specified by the Authority through Regulations.
- (7) On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- (8) 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.
- (9) The insurer may accept or decline to act upon any transfer or Assignment or endorsement, if it has sufficient reasons to believe that it is (a) not bonafide or (b) not in the interest of the policyholder or (c) not in public interest or (d) is for the purpose of trading of the insurance policy.
- (10) Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or Assignment.
- (11) In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- (12) The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of Assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or Assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- (13) Every Assignment or transfer shall be deemed to be absolute Assignment or transfer and the Assignee or transferee shall be deemed to be absolute Assignee or transferee, except a. where Assignment or transfer is subject to terms and conditions of transfer or Assignment OR
- b. where the transfer or Assignment is made upon condition that i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of Assignee or transferee dying before the insured OR ii. the insured surviving the term of the policy. 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

Page 43 of 46

Final Policy Document Dated:

Generali Central New Assure Plus



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART G

(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 of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015dated 23.03.2015 for complete and accurate details.]



Final Policy Document Dated: Generali Central New Assure Plus

LIDI 1222/06/1/22

UIN: 133N065V03 Page 44 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### **PART G**

#### Annexure III

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- 1) The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2) Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 3) Nomination can be made at any time before the maturity of the policy.
- 4) Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5) Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6) A notice in writing of Change or Cancellation of Nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7) Fee to be paid to the insurer for registering change or cancellation of a Nomination can be specified by the Authority through Regulations.
- 8) 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.
- 9) A transfer or Assignment made in accordance with Section 38 shall automatically cancel the Nomination except in case of Assignment to the insurer or other transferee or Assignee for purpose of loan or against security or its reassignment after repayment. In such case, the Nomination will not get cancelled to the extent of insurer's or transferee's or Assignee's interest in the policy. The Nomination will get revived on repayment of the loan.
- 10) The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the Nomination.
- 11) In case of Nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate
- 12) In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13) Where the policyholder whose life is insured nominates his (a) parents or (b) spouse or (c) children or (d) spouse and children (e) or any of them; the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- 14) If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 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 (i.e. 23.03.2015).
- 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 Insurance Laws

Final Policy Document Dated:

Generali Central New Assure Plus

UIN: 133N065V03 Page 45 of 46



(formerly known as Future Generali India Life Insurance Company Limited)

IRDAI Registration No. 133; CIN No: U66010MH2006PLC165288

#### PART G

(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 of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.



Final Policy Document Dated: Generali Central New Assure Plus

UIN: 133N065V03 Page 46 of 46