Insurance Regulatory and Development Authority of India (Unit Linked Insurance Products) Regulations, 2019

UNION OF INDIA
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Insurance Regulatory and Development Authority of India (Unit Linked Insurance Products) Regulations, 2019Published vide Notification F. No. IRDA/Reg/7/158/2019, dated 8.7.2019Last Updated 17th July, 2019F. No. IRDA/Reg/7/158/2019. - In exercise of the powers conferred under sub-section 2(zc) and 2(zd) of Section 114A of the Insurance Act, 1938(4 of 1938) read with Sections 14 and 26 of the Insurance Regulatory and Development Authority Act, 1999, the Authority in consultation with the Insurance Advisory Committee, hereby makes the following Regulations, namely: -Chapter-I

1. Short title and commencement.

(a)These Regulations may be called Insurance Regulatory and Development Authority of India (Unit Linked Insurance Products) Regulations, 2019.(b)These shall come into force on the date of their publication in the Official Gazette.(c)These Regulations shall be applicable to all Unit Linked insurance products offered by life insurers.

2. Objective.

- (i) To ensure that insurers follow prudent practices in designing and pricing of life insurance products and to protect the interests of the policyholders.(ii)To ensure sound and responsive management practices for effective oversight and adequate due diligence with regard to designing and pricing of life insurance products.

3. Definitions.

- In these Regulations, unless the context otherwise requires,(a)"Act" means the Insurance Act, 1938 (4 of 1938).(b)"Authority" means the Insurance Regulatory and Development Authority of India established under subsection (1) of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999).(c)"Allocation" means the process of creating the units at the prevailing unit price offered by the life insurer for example, when the premiums are received or when switches are made.(d)"Annualized Premium" means the premium amount payable in a year excluding the taxes, rider premiums and underwriting extra premium on riders, if any.(e)"Date of Payment of Premium" means the date on which premium payment is received by the insurer in accordance with the provisions of Section 64 VB (2) of the Act.(f)"Discontinuance" means the state of a policy that could arise on account of surrender of the policy or nonpayment of the contractual premium due before the expiry of the grace period.Provided that no policy shall be treated as discontinued on non-payment of the said premium if, within the grace period, the premium has not been paid due to the death of the insured or upon the happening of any other contingency covered under the policy.(g)"Death Benefit" means the benefit which is payable on death as stated in the policy document.(h)"Discontinued Policy Fund" means the segregated fund of the insurer that is set aside and is constituted by the fund value, as applicable, of all the policies discontinued during lock-in period, determined in accordance with these Regulations.(i)"Employer-Employee group" means group where an employer-employee relationship exists between the master policyholder and the member in accordance with the relevant laws.(j)"Fund value or Unit Fund value" means the total value of the units at a point of time in a segregated fund i.e. total number of units under a policy multiplied by the Net Asset Value (NAV) per unit of that fund.(k)"Grace Period for other than single Premium Policies" means the time granted by the insurer from the due date for the 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 Unit Linked insurance policies shall be: fifteen days, where the policyholder pays the premium on a monthly basis and thirty days in all other cases.(l)"Limited Premium Payment Policy" means the Unit Linked insurance policy other than single premium policy, where the premium payment period is limited compared to the policy term, and premiums are payable at regular intervals like yearly, half yearly, quarterly, monthly or any other interval as approved by the Authority.(m)"Lock-in Period" means the period of five consecutive completed years from the date of commencement of the policy, during which period the proceeds of the discontinued policies cannot be paid by the insurer to the policyholder or to the insured, as the case may be, except in the case of death or upon the happening of any other contingency covered under the policy.(n)"Maturity Benefit" means the benefit which is payable on maturity as stated in the policy document.(o)"Net Asset Value (NAV)" means the price per unit of the Segregated Fund.(p)"Partial Withdrawals" means any part of fund that is encashed/withdrawn by the policyholder during the period of contract.(q)"Premium re-Direction" means an option which allows the policyholder to modify the allocation of amount of renewal premium to various segregated funds, under a Unit Linked policy.(r)"Redemption" means cancellation of the units at the prevailing unit price of the segregated funds offered in the products, in case of partial withdrawals, switches, surrender, maturity etc.(s)"Regular Premium Policy" means Unit Linked insurance policy where the premium payment is throughout the term of the policy or premium payment term of the policy and premiums are payable at regular intervals.(t)"Rider Benefits" means an amount of benefit payable on a specified event offered under the rider, and is allowed as add-on benefit to benefit under base product, and may include waiver of premium benefit on other applicable riders.(u)"Revival of a Policy" means restoration of the policy, which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the policy document, with or without rider benefits, if any, upon the receipt of all the premiums due and other charges or late fee, if any, as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the insured or policyholder on the basis of the information, documents and reports furnished by the policyholder, in accordance with Board approved Underwriting policy.(v)"Revival Period" means the period of three consecutive complete years from the date of first unpaid premium during which period the policyholder is entitled to revive the policy which was discontinued due to the nonpayment of premium.(w)"Segregated Fund" means funds earmarked in respect of Unit Linked business.(x)"Settlement Option" means a facility made available to the policyholder to receive the maturity or death proceeds in instalments in accordance with the terms and conditions stated in advance at the inception of the contract.(y)"Single Premium Policy" means Unit Linked insurance policy, where the premium payment is made in lump sum payment at the inception of the policy.(z)"Sum Assured" means an absolute amount of benefit which is guaranteed to become payable on death of the life assured in accordance with the terms and conditions of the policy or an absolute amount of benefit which is available to meet the health cover.(aa)"Surrender" means complete withdrawal or termination of the entire policy.(bb)"Surrender Value" means an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of the policy.(cc)"Switches" means a facility allowing the policyholder to change the investment pattern by moving from one segregated fund, either wholly or in part, to other segregated fund(s) amongst the segregated funds offered under the underlying Unit Linked insurance product of the insurer.(dd)"Top-up premium" is an amount of premium that is paid by the policyholders at irregular intervals besides basic regular premium payments or single premium stated in the contract and is treated as single premium for all purposes.(ee)"Units" means a specific portion or part of the underlying segregated Unit Linked fund which is representative of the policyholder's entitlement in such funds.(ff)"Unit Linked Whole Life policy" means Unit Linked insurance policy, which does not have a definite policy term and the policy terminates on death of the life assured or provides coverage at least up to attainment of age 80 years.(gg)All words and expressions used herein and not defined in these Regulations but defined in the Insurance Act, 1938 or the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) or in any Rules or Regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or Rules or Regulations.Chapter-II Unit Linked Insurance Products

4. Unit Linked Insurance Products.

(a)Unit Linked insurance products shall be offered only under non-par individual products and non-par group products.(b)These are the products where the benefits are partially or wholly dependent on the performance of the underlying assets under each of the segregated fund offered and shall be operated as follows:(i)The premiums shall be allocated to such segregated funds, otherwise called as unit funds, as per its net asset value and the benefits shall be determined based on the performance of the underlying assets of such segregated funds.(ii)The insurers shall levy charges subject to the stipulations in these Regulations.(iii)The products shall comply with the maximum reduction in yield requirements as referred to in Regulation 29 of these Regulations.(c)A Unit Linked policy shall offer one of the following death benefits:(i)The sum assured as agreed in the policy plus the balance in the unit fund;(ii)The sum assured as agreed in the policy or the balance in the unit fund whichever is higher.In both the cases, the sum assured shall be at a minimum consistent with the provision stipulated in Regulation 5 herein.(d)The maturity benefit shall be at least equal to the balance in the unit fund available in the policyholders' account on the date of maturity.(e)The classification of products shall be as per the IRDAI (Actuarial Report and Abstract for Life Insurance Business) Regulations, 2016, as applicable.(f)The product filing documents shall clearly mention the following classification:(i)Life/Pension/Health.(ii)Individual/group.Chapter-III Benefits Payable on Death, Benefits payable under Health cover and Guarantees

5. Benefit payable on death and benefits offered under the Health Cover.

(a)From inception of the policy, all individual Unit Linked insurance products shall offer at least the minimum sum assured as stipulated in the Table 5.c that becomes payable:(i)on death or(ii)to make benefits payments under the health cover, as applicable.(b)The table 5.c below specifies the minimum sum assured under Unit Linked insurance products where:(i)AP is Annualized Premium selected by the policyholder at the inception of the policy excluding the taxes, rider premiums and underwriting extra premium on riders, if any.(ii)SP is the Single Premium which is chosen by the policyholder at the inception of the policy, excluding the taxes, rider premiums and underwriting extra premium on riders, if any.(c)The minimum sum assured shall be at least equal to:Table 5.c

Type ofProducts	Minimum Sum assured
Life Single Premium (SP) Policy	125 percent of single premium
Life Regular Premium (RP) including LimitedPremium Paying (LPP) Policy	7 times the annualized premiums
Health Regular Premium (RP) including LimitedPremium Paying (LPP) Policy	5 times the annualized premium or Rs.100,000 perannum whichever is higher

(d)In respect of pension products, the minimum sum assured as in Table 5.c is not mandatory.(e)Other Conditions:(i)In case of Unit Linked insurance products offering death benefit as stipulated in Regulation 5(c), the sum assured payable on death shall not be reduced (save as provided in Regulation 37(a)) except to the extent of the partial withdrawals made during the two-year period immediately preceding the death of the life assured.(ii)No cover shall be extended after the expiry of the policy term except as mentioned under Regulation 19 (f).(iii)In case of death due to suicide within 12 months from the date of commencement of the policy or from the date of revival of the policy, as applicable, the nominee or the beneficiary of the policyholder shall be entitled to the fund value, as available on the date of intimation of death.Further any charges other than Fund Management Charges(FMC) and guarantee charges recovered subsequent to the date of death shall be added back to the fund value as available on the date of intimation of death.(iv)In case of fraud or misstatement or suppression of material fact, the policy shall be treated in accordance with the provisions of Section 45 of the Insurance Act, 1938.(v)For policies issued on minor's life, the date of commencement of risk may start anytime on or upto two years from the date of commencement of the policy or on the policy anniversary after attainment of majority, whichever is earlier.(f)At no time the death benefit under a life insurance product or a benefit assured under a pension product on death or a health related benefit under a health insurance product shall be less than 105 percent of the total premiums received upto the date of death under the base benefit including top-ups premium paid and may exclude partial withdrawals made during two-year period immediately preceding the death of the life assured.

6. Guarantees on policy benefits.

(a)Subject to provisions stipulated in Regulations 5, 20 and 25 under these Regulations, all individual Unit Linked insurance products shall have either a guaranteed sum assured payable on death or a guaranteed sum assured to meet the health cover, as applicable and may have a guaranteed maturity value.(b)General aspects on any investment guarantees provided under Unit Linked insurance products:(i)Guarantees provided shall be reasonable, consistent in relation to the current and long term interest rate scenario and priced appropriately.(ii)In case of Unit Linked insurance products where guarantee charge is levied: If a guarantee charge is levied for the guarantees offered, the insurer shall submit a comprehensive documentation on such guarantee charge and demonstrate the Financial viability in their product filling documents.Chapter-IV Policy Term and Premium Paying Term

7. Minimum Policy Term.

- The minimum policy term:(a)For individual Unit linked insurance products shall be at least five years.(b)For group Unit Linked insurance products shall be at least one year. The group products may be renewed every year.

8. Premium Payment Term.

- Irrespective of the policy term, all individual Unit Linked insurance products, shall have the minimum features as stated below:(i)Except for single premium payment policy, the premium paying term for all other individual policies shall not be less than 5 years.(ii)Insurers may design products which offer a range of premium paying terms and policy terms within a product, subject to (i) above.(iii)Insurers may extend an option to the policyholder to alter the premium payment term or policy term provided that such alteration is in accordance with their Board approved underwriting policy, subject to (i) above.Chapter-V Commission, Remuneration and Expenses

9.

Commission, Remuneration and Expenses shall be as per the extant Commission and Remuneration Regulations and Expenses of Management of Insurers transacting Life Insurance Business Regulations issued by the Authority from time to time.Chapter-VI Discontinuance Terms

10. Discontinuance of the policy during lock-in period.

(a)For other than single premium policies, upon expiry of the grace period, in case of discontinuance of policy due to non-payment of premium, the fund value after deducting the applicable discontinuance charges, shall be credited to the discontinued policy fund and the risk cover and rider cover, if any, shall cease.(b)Such discontinuance charges shall not exceed the charges, stipulated in Regulation 27 (e) under these Regulations. All such discontinued policies shall be provided a revival period of three years from date of first unpaid premium. On such discontinuance, Insurer shall communicate the status of the policy, within three months of the first unpaid premium, to the policyholder and provide the option to revive the policy within the revival period of three years.(i)In case the policyholder opts to revive but does not revive the policy during the revival period, the proceeds of the discontinued policy fund shall be paid to the policyholder at the end of the revival period or lock-in period whichever is later. In respect of revival period ending after lock-in period, the policy will remain in discontinuance fund till the end of revival period. The Fund management charges of discontinued fund will be applicable during this period and no other charges will be applied.(ii)In case the policyholder does not exercise the option as set out above, the policy shall continue without any risk cover and rider cover, if any, and the policy fund shall remain invested in the discontinuance fund. At the end of the lock-in period, the proceeds of the discontinuance fund shall be paid to the policyholder and the policy shall terminate.(iii)However, the policyholder has an option to surrender the policy anytime and proceeds of the discontinued policy shall be payable at the end of lock-in period or date of surrender whichever is later.(c)In case of Single premium policies, the policyholder has an option to surrender any time during the lock-in period. Upon receipt of request for surrender, the fund value, after deducting the applicable discontinuance charges, shall be credited to the discontinued policy fund.(i)Such discontinuance charges shall not exceed the charges stipulated in Regulation 27 (e) under these Regulations.(ii)The policy shall continue to be invested in the discontinued policy fund and the proceeds from the discontinuance fund shall be paid at the end of lock-in period. Only fund management charge can be deducted from this fund during this period. Further, no risk cover shall be available on such policy during the discontinuance period.Explanation. - "Proceeds of the discontinued policies" means the fund value as on the date the policy was discontinued, after addition of interest computed at the interest rate stipulated in Regulation 13 under these Regulations.

11. Revival of a Discontinued Policy during lock-in Period.

(a)Where the policyholder revives the policy, the policy shall be revived restoring the risk cover, along with the investments made in the segregated funds as chosen by the policyholder, out of the discontinued fund, less the applicable charges as in sub-Regulation (b) in accordance with the terms and conditions of the policy.(b)The insurer, at the time of revival:(i)Shall collect all due and unpaid premiums without charging any interest or fee.(ii)May levy policy administration charge and premium allocation charge as applicable during the discontinuance period. Guarantee charges, if applicable during the discontinuance period, may be deducted provided the guarantee continues to be applicable. No other charges shall be levied.(iii)Shall add back to the fund, the discontinuance charges deducted at the time of discontinuance of the policy.

12. Segregated Discontinued Policy Fund.

(a)Each insurer shall have discontinued policy funds, one for all pension products, one for all life insurance products and one for all health insurance products. Each of these funds shall comprise of all the discontinued policy funds of all the policies offered under the respective Unit Linked insurance products. Only fund management charges shall be applicable on such funds.(b)The discontinued policy fund shall be a segregated unit fund.(c)The fund management charge on discontinued policy fund shall be declared by the Authority from time to time. Currently, the fund management charge shall not exceed 50 basis points per annum.

13. Minimum Guaranteed Interest Rate.

(a)The minimum guaranteed interest rate applicable to the discontinued fund shall be declared by the Authority from time to time. The current minimum guaranteed interest rate applicable to the discontinued fund is 4% per annum.(b)The excess income earned in the discontinued fund over and above the minimum guaranteed interest rate shall also be apportioned to the discontinued policy fund in arriving at the proceeds of the discontinued policies and shall not be made available to the shareholders.

14. Discontinuance of Policy after the lock-in-Period.

(a)For other than Single Premium Policies:(i)Upon expiry of the grace period, in case of discontinuance of policy due to non-payment of premium after lock-in period, the policy shall be converted into a reduced paid up policy with the paid-up sum assured i.e. original sum assured multiplied by the total number of premiums paid to the original number of premiums payable as per the terms and conditions of the policy. The policy shall continue to be in reduced paid-up status without rider cover, if any. All charges as per terms and conditions of the policy may be deducted during the revival period. However, the mortality charges shall be deducted based on the reduced paid up sum assured only.(ii)On such discontinuance, Insurer shall communicate the status of the policy, within three months of the first unpaid premium, to the policyholder and provide the following options:(1)To revive the policy within the revival period of three years, or(2)Complete withdrawal of the policy.(iii)In case the policyholder opts for (1) of Regulation 14(a)(ii) under these Regulations above but does not revive the policy during the revival period, the fund value shall be paid to the policyholder at the end of the revival period.(iv)In case the policyholder does not exercise any option as set out above, the policy shall continue to be in reduced paid up status. At the end of the revival period the proceeds of the policy fund shall be paid to the policyholder and the policy shall terminate.(v)However, the policyholder has an option to surrender the policy anytime and proceeds of the policy fund shall be payable.(b)In case of Single Premium Policies, the policyholder has an option to surrender the policy any time. Upon receipt of request for surrender, the fund value as on date of surrender shall be payable.

15. Revival of a discontinued Policy after lock-in Period.

(a)The policyholder can revive the policy, in accordance with sub-regulation (u) of Regulation 3. Where the policyholder revives the policy, the policy shall be revived restoring the original risk cover in accordance with the terms and conditions of the policy.(b)The insurer, at the time of revival:(i)shall collect all due and unpaid premiums under base plan without charging any interest or fee. The rider may also be revived at the option of the policyholders.(ii)may levy premium allocation charge as applicable. The guarantee charges may be deducted, if guarantee continues to be applicable.(iii)No other charges shall be levied.Chapter-VII Surrender Value, Top-up Premium, Partial Withdrawals and Settlement Options

16. Surrender Value.

(a)Surrender Value: All individual Unit Linked insurance and pension products shall acquire surrender value in the following manner:(i)Unit Linked insurance products other than Unit Linked pension products shall acquire surrender value stipulated in Regulations 10 & 14 under these Regulations.(ii)Unit Linked Pension Products shall acquire surrender value as stipulated in Regulation 21 under these Regulations.(b)Where a Unit Linked insurance policy acquires a surrender value during the first five years, it shall become payable only after the completion of the lock-in period. After the lock-in period, the surrender value shall be at least equal to the fund value as on the date of surrender.(c)The "Surrender Value" or the "surrender value formula" shall be published in the policy document and all other promotional materials of the policy.

17. Top-up Premium.

(a)Top-up premiums can be remitted to the insurer during the period of contract only, where due basic regular premiums are paid up to date and if expressly allowed in the terms and conditions of the policy.(b)All top-up premiums made during the currency of the contract, except for pension products, shall have insurance cover treating them as single premium, as per the table 5.c.(c)Top-up premiums once paid cannot be withdrawn from the fund for a period of 5 years from the date of payment of the `Top-up' premium, except in case of complete surrender of the policy.(d)Except for pension products, top-up premiums are not permitted during the last 5 years of the contract.(e)For pension products, top-up premiums may be allowed unlimitedly, subject to providing the assured benefits on each of the top-up premiums paid.(f)For all other products other than pension products, at any point of time during the currency of the contract, the total top-up premiums paid shall not exceed the sum total of the regular premiums paid at that point of time or single premium paid.

18. Partial Withdrawals.

(a)Partial withdrawal shall be allowed only after completion of lock-in period.(b)In the case of child policies, partial withdrawals shall not be allowed until the minor life insured attains majority i.e. on or after attainment of age 18.(c)No partial withdrawal shall be allowed in case of Group Unit Linked insurance products.(d)In case of Unit Linked pension products, partial withdrawal:(i)can be made only after completion of lock-in period.(ii)shall not exceed 25% of the fund value at the time of partial withdrawal.(iii)it can happen only three times during the entire term of the policy.(iv)it shall be allowed only against the stipulated reasons:(1)Higher education of children.(2)Marriage of children.(3)For the purchase or construction of residential house.(4)For treatment of critical illnesses of self or spouse.(e)Partial withdrawals made shall be allowed from the fund built up from the top-up premiums, if any, as long as such fund supports the partial withdrawal and subsequently, the partial withdrawals may be allowed from the fund built up from the base premium. The insurer shall have the necessary systems built to identify the funds from the base premiums and funds from top-up premiums.(f)The partial withdrawals shall not be allowed which would result in termination of a contract.(g)The partial withdrawals with respect to the fund values from the base premiums shall only be counted for the purpose of adjusting the sum assured to be payable on death. Partial withdrawals made from the top-up premiums shall not be deducted for this purpose.

19. Settlement Options under Unit Linked Insurance Products.

(a)The insurer may provide settlement options:(i)On maturity or death under Unit Linked life insurance products and Unit Linked health insurance products.(ii)on death under Unit Linked pension products.(b)Settlement options shall clearly indicate in the promotional material, the inherent risk being borne by the policyholder during the period and shall be explicitly understood by the policyholder.(c)The period of settlement shall not, in any case, be extended beyond a period of five years from the date of maturity or death whichever is earlier.(d)In case of maturity, the first instalment under settlement option shall be payable on the date of maturity.(e)Switches may be allowed during the settlement period. Partial withdrawals shall not be allowed during the settlement period.(f)In case of settlement period after maturity, the risk cover shall be maintained at 105% of the total premiums paid. Accordingly, mortality charges will be deducted.(g)The insurer may levy fund management charge, switching charge and mortality charges if any, during the settlement period. The Insurer shall not levy any other charges.(h)Complete withdrawal may be allowed at any time during the settlement period without levying any charge.Chapter-VIII Pension Products

20. General Provisions with respect to Pension Products.

(a)Pension products may be offered on any of the following platforms:(i)Individual Unit Linked pension products;(ii)Group Unit Linked pension products;(b)Defined Assured Benefits:(i)All individual pension products shall have explicitly defined assured benefit that is payable on Death and may have a defined assured benefit payable on Vesting.(ii)The defined assured benefit shall be disclosed at the time of sale.(iii)The assured benefit shall be utilized on the vesting date or on date of death as stipulated in Regulations 22 and 23 under these Regulations, as applicable.(c)Pension products offered by the insurers may offer riders during the deferment period. However, the rider benefit shall not be counted in arriving at the assured benefit referred in 20(b) under these Regulations above.

21. Surrender Value and Options on Surrender.

(a)In case of surrender after lock-in period the surrender value shall not be less than the fund value on the date of surrender.(b)The following options shall be available to the policyholder on the date of surrender:(i)To utilize the entire proceeds to purchase immediate annuity or deferred annuity from the same insurer at the then prevailing annuity rate subject to the Regulation 21(b)(iii), the policyholder shall be given an option to purchase immediate annuity or deferred annuity from any other insurer. or ii) To commute up to 60% and utilize the balance amount to purchase immediate annuity or deferred annuity from the same insurer at the then prevailing annuity rate subject to the Regulation 21(b)(iii), the policyholder shall be given an option to purchase available annuity from any other insurer.(iii)Every policyholder shall be given an option to purchase immediate annuity or deferred annuity from another insurer at the then prevailing annuity rate to the extent of percentage, stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of commutation.(iv)For (i) and (ii) above, the purchase of annuity shall be subject to terms and conditions under the product.In case the proceeds of the policy either on surrender or vesting is not sufficient to purchase minimum annuity as defined in Regulation 3(a) of IRDAI (Minimum Limits for Annuities and Other Benefits) Regulations, 2015, as amended from time to time, such proceeds of the policy may be paid to the policyholder or beneficiary as lump sum.(c)In case of surrender or discontinuance during the lock-in period, the options referred in Regulation 21(b) under these Regulations above shall be available at the end of the lock-in period.

22. Options on Vesting.

- On the date of vesting, options available under Regulation 21 (b) above shall be available to the policyholder. In addition, the policyholder will also have the option to extend the accumulation period or deferment period within the same policy with the same terms and conditions as the original policy provided the policyholder is below an age of 60 years.

23. Options to the Nominee or Beneficiary on death of the policyholder.

- If the policyholder dies during the deferment period, the nominee or beneficiary shall exercise one of the following options:(i)Withdraw the entire proceeds of the policy. The insurer may provide a settlement option subject to Regulation 19 under these Regulations above. or(ii)To utilize the entire proceeds of the policy or part thereof for purchasing an immediate annuity or deferred annuity at the then prevailing annuity rate from the same insurer. However, the nominee or beneficiary shall be given an option to purchase annuity from any other insurer at the then prevailing annuity rate to the extent of percentage, stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of commutation.(iii)The purchase of annuity shall be subject to terms and conditions of the product.(iv)In case the proceeds of the policy are not sufficient to purchase minimum annuity as required by the Authority from time to time, the proceeds of the policy may be paid as lump sum.

24. Group Unit Linked Pension Products.

(a)For all group Unit Linked pension products with the defined benefits subscribed to by an employer, where the scheme does not maintain individual member accounts and only maintains a superannuation fund:(i)The insurer shall make payments from such funds only subject to the availability of funds in the respective unit fund of the respective group policyholder's superannuation fund.(ii)Except for exits as per the scheme rules, no other withdrawals shall be allowed.(b)For all group Unit Linked pension products with the defined contributions subscribed to by an employer, where the scheme maintains individual member accounts:(i)The insurer shall make payments from such individual member funds only subject to the availability of funds in the respective unit fund of the respective member of the group policyholder.(ii)Except for exits as per the scheme rules, no other withdrawals shall be allowed.(c)Provisions stipulated in Regulations 21 and 23 under these Regulations shall not be applicable to group Unit Linked pension products; however, the benefits shall be subject to the scheme rules.(d)Provisions stipulated in Regulation 32 (e) under these Regulations shall apply in case of complete surrender of the policy.(e)Where the group policyholder maintains superannuation funds with more than one insurer, the group policyholder shall have the option to choose any insurer to purchase available annuity as per the provisions of Regulation 21 of these Regulations.

25. For the purpose of Pension Products under this Chapter.

(a)An assured benefit on death shall be a non-zero positive rate of return on the premiums paid, excluding applicable taxes if any, from the date of payment to date of death.(b)The prevailing annuity rate shall mean the annuity rates that are approved by the Authority.(c)Commutation shall mean giving up of a part or all of the annuity payable from vesting or surrender for an immediate lump sum.Chapter-IX Charges & Reduction in Yield for all Unit Linked insurance products

26. Charges.

(a)The life insurers shall use uniform definitions for charges under all the Unit Linked insurance products in accordance with these Regulations.(b)Except for single premium products, in all other products, the overall charges in all Unit Linked insurance products shall be distributed in an even fashion during the lock-in period such that the:(i)premium allocation charge and policy administration charge shall be spread evenly during first 5 years of the policy contract, without wide fluctuations.(ii)charges could change from year to year in a reasonably orderly manner so that the difference between the maximum and minimum charges during first 5 years shall not vary by more than 3 times.(iii)charges during lock-in period shall be so structured such that the cap on net reduction in yield is achieved without any further additions to fund value at any time during and at the end of the first five years of the contract. This provision is applicable to both single premium products and other than single premium products.

27. The charges levied under the Unit Linked insurance products shall be.

(a)Premium Allocation Charge: This is a percentage of the premium appropriated towards charges from the premium received. For Unit Linked insurance products, the balance amount known as allocation rate constitutes that part of premium which is utilized to purchase the units of the fund in the policy. The percentage shall be explicitly stated and could vary by the policy year in which the premium is paid, the premium size and the premium type (regular, single or top-up premium).(i)This is a charge levied at the time of receipt of premium.(ii)The maximum premium allocation charge shall be declared by the Authority from time to time. The current Premium Allocation Charges is capped at 12.5% of Annualized premium in any year.(b)Fund Management Charge (FMC):(i)For Unit Linked insurance products, this is a charge levied as a percentage of the value of assets and shall be appropriated by adjusting the Net Asset Value.(ii)This is a charge levied at the time of computation of NAV, which is usually done on daily basis.(iii)The maximum Fund Management Charge shall be declared by the Authority from time to time. The current cap on fund management charges in respect of each of the segregated fund is 135 basis points.(c)Guarantee Charge:(i)For Unit Linked insurance products, this is a charge levied as a percentage of the value of assets and shall be appropriated by adjusting the Net Asset Value.(ii)This is a charge levied at the time of computation of NAV, which is usually done on daily basis.(iii)The maximum Guarantee Charge shall be declared by the Authority from time to time. The current cap on guarantee charges is 50 basis points.(d)Policy Administration Charge: This charge shall represent the expenses other than those covered by premium allocation charges and the fund management charge. This is a charge which may be expressed as a fixed amount or a percentage of the premium or a percentage of sum assured.(i)For unit fund, this charge is levied at the beginning of each policy month from the unit fund by cancelling units for equivalent amount.(ii)This charge could be flat throughout the policy term or vary at a pre-determined rate, subject to an upper limit as decided by the Authority from time to time. The current cap is 5% per annum.(iii)The maximum Policy Administration Charge shall be declared by the Authority from time to time. The current cap on policy Administration charge is Rs 500 per month.(e)Surrender Charge or Discontinuance charge:(i)This is a charge levied on the unit fund where the policyholder opts for complete withdrawal of the contract as stipulated in Regulation under these Regulations.(ii)This charge is usually expressed either as a percentage of the fund or as a percentage of the annualized premiums (for regular premium contracts).(iii)No discontinuance charges shall be imposed on top-up premiums.(iv)The charges levied on the date of discontinuance (as a percentage of Fund Value or one annualized premium or a percentage of single premium) shall not exceed the limits as decided by the Authority from time to time. The current limits are given below:(1)For annual premiums:

Where the policy is discontinued during thepolicy year	Maximum Discontinuance Charges for thepolicies having annualized premium up to Rs. 50,000/-	Maximum Discontinuance Charges for thepolicies having annualized premium above Rs. 50,000/-
1	Lower of 20% * (AP or FV) subject to a maximumof Rs. 3000	Lower of 6% * (AP or FV) subject to a maximum ofRs. 6000
2	Lower of 15% * (AP or FV) subject to a maximumof Rs. 2000	Lower of 4% * (AP or FV) subject to a maximum ofRs. 5000

3	Lower of 10% * (AP or FV) subject to a maximumof Rs. 1500	Lower of 3% * (AP or FV) subject to a maximum ofRs. 4000
4	Lower of 5% * (AP or FV) subject to a maximum ofRs. 1000	Lower of 2% * (AP or FV) subject maximum of Rs.2000
5 and onwards	Nil	Nil

(2)For Single premium policies:

Where the policy is discontinued during thepolicy year	Maximum Discontinuance Charges for thepolicies having Single Premium up to Rs. 3,00,000/-	Maximum Discontinuance Charges for thepolicies having Single Premium above Rs. 3,00,000/-
1	Lower of 2% *(SP or FV) subject to a maximum of Rs.3000/-	Lower of 1% *(SP or FV) subject to a maximum of Rs.6000/-
2	Lower of 1.5% *(SP or FV) subject to a maximum of Rs. 2000/-	Lower of 0.70% *(SP or FV) subject to a maximum of Rs. 5000/-
3	Lower of 1% *(SP or FV) subject to a maximum of Rs.1500/-	Lower of 0.50%* (SP or FV) subject to a maximum of Rs. 4000/-
4	Lower of 0.5% *(SP or FV) subject to a maximum of Rs. 1000/-	Lower of 0.35% *(SP or FV) subject to a maximum of Rs. 2000/-
5 and onwards	Nil	Nil

AP- Annualized Premium

SP-Single Premium

FV- Fund Value

(f)Switching Charge: This is a charge levied on switching of monies from one segregated fund to another available within the product. The charge per each switch, if any, shall be levied at the time of executing the switch. The maximum Switching Charge shall be declared by the Authority from time to time. The current cap per switch is Rs.500.(g)Mortality or Morbidity Charge: This is the cost of life or health insurance cover. It is exclusive of any expense loadings levied by cancellation of units. This charge, if any, shall be levied at the beginning of each policy month from the fund.(i)The method of computation shall be explicitly stated in the policy document. The mortality or morbidity charge table shall form part of the policy document.(ii)Mortality charge table shall be guaranteed during the contract period and morbidity charges may be reviewed during the term of the policy, as per the IRDAI (Health Insurance) Regulations, 2016 or any other circular or guidelines which may be issued by the Authority from time to time.(iii)The mortality or morbidity charge for the mortality or morbidity risk covered shall:(1)only reflect the pure risk charges for the cover offered and shall not include any allowance for expenses or any other parameters.(2)be reasonable and consistent with the prescribed mortality tables or morbidity tables, if any.(3)be demonstrated with the support of insurer's own experience, wherever applicable.(4)be expressed as per Rs.1000 Sum at risk for each age.(h)Rider charge or Rider Premium:(i)Within a product, cost of rider cover can be levied through rider charge or level rider premium, but not both. This should be explicitly mentioned in policy document & other filing documents.(ii)Riders as approved by the Authority can be attached to the Unit Linked insurance products provided:(1)the rider premium does not contain any expense loading and(2)the premium payment term and policy term of the riders are consistent with premium payment term and policy term of the base Unit Linked insurance product.(3)The level rider premium shall be levied in addition to the base premium.(iii)In case the rider cost is levied through charge, such charges shall be exclusive of expense loadings and levied separately to cover the cost of rider benefit. The rider charge, if any, shall be levied by cancellation of units. This charge is levied at the beginning of each policy month from the fund. The rider charge table shall form part of the policy document. The rider charge shall be expressed as per Rs.1000 Sum Assured for each age.(i)Partial withdrawal charge: This is a charge levied on the unit fund at the time of part withdrawal of the fund during the contract period. The maximum Partial withdrawal charge shall be declared by the Authority from time to time. The current cap on partial withdrawal charge is Rs 500 per transaction.(j)Miscellaneous charge:(i)This is a charge levied for any alterations within the contract, such as, increase in sum assured, premium redirection, change in policy term etc. The charge is expressed as a flat amount. This shall be levied by cancellation of units.(ii)This charge is levied only at the time of alteration. The maximum Miscellaneous charge shall be declared by the Authority from time to time. The current cap on alteration charges is Rs. 500 per alteration.

28. Other conditions on Charges.

(a)The charges as approved by the Authority shall not be modified or changed without obtaining the prior approval of the Authority.(b)All the charges, where upper limit is allowed, may be modified with supporting data within the upper limits with prior clearance from the Authority.(c)The systems and processes for deduction of charges shall be reviewed once in a financial year as per the procedure decided by the Authority from time to time. A certificate in this respect shall be appended to the annual Actuarial Report and Abstract.

29. Difference between Gross Yield and Net Yield for all Unit Linked insurance products.

(a)While filing the product, the insurer shall demonstrate that, the maximum reduction in yield for policies for each year starting from end of the fifth policy year until end of the policy term shall be in accordance with the Table 29 a.Table: 29 a.

Number of years completed since inception	Maximum Reduction in Yield (Difference betweenGross and Net Yield (% p.a.))
5	4.00%
6	3.75%
7	3.50%
8	3.30%
9	3.15%
10	3.00%
11 and 12	2.75%
13 and 14	2.50%
15 and thereafter	2.25%

(b)For the purpose of demonstration of maximum reduction in yield as stipulated in Table 29(a) above, the insurer shall demonstrate in the filing documents the compliance to reduction in yield for gross investment returns as required by the Authority from time to time for all representative model points. Currently, the gross investment return for the purpose of such demonstration is 6% p.a., 8% p.a. and 10% p.a.

30. Computation of Net Yield for demonstration in product filing documents.

(a)Mortality and Morbidity charges may be excluded in the calculation of the net yield.(b)Extra premium due to underwriting emanating from extraordinary health conditions, cost of all rider benefits, tax on charges (as applicable) and any explicit cost of investment guarantee shall be excluded in the calculation of net yield. The calculation of all charges shall be as per product filing document.(c)The net yield shall be calculated based on the projection of end fund on monthly basis at a stipulated gross rate of return assuming the mortality and morbidity charges as zero throughout the term of the contract and premiums are paid as and when due. The equation of value concerning the gross premium paid by the policyholder and the fund value at the end of the policy year of demonstration shall give the effective net yield per annum expected to be earned on the contract at the point of sale.(d)As the policyholders' behaviour with regard to options under Unit Linked insurance products, for example, partial withdrawals, premium redirection, switches, settlement options, top up premium etc. affect the net yield; such options may be ignored throughout the term of the contract of demonstrating the net yield.

31. Customized Benefit Illustration.

(a)At the point of sale, a benefit illustration shall be shown as per the gross investment returns as stipulated by the Authority from time to time. Currently the gross investment returns are stipulated as 4% p.a. and 8% p.a. The corresponding net yield shall be demonstrated only with respect to gross investment return as stipulated by the Authority. Currently such rate is 8% p.a.(b)In case of pension products, a yearly statement shall be sent to each policyholder indicating:(i)the current accumulated value or available amount.(ii)the expected accumulated value on date of vesting on the basis of gross investment returns as stipulated by the Authority from time to time with the caveat, that the projected rate shall not reflect any guarantee. Currently the gross investment returns are 4% p.a. and 8% p.a.(iii)likely annuity amount based on the then prevailing annuity rates with the caveat that the projected rates shall not reflect any guarantee.(c)The customized benefit illustration shall include all charges and taxes as applicable, and fund values including commission or remuneration payable.(d)The net yield and hence reduction in net yield as calculated, shall be disclosed in the benefit illustration indicating gross yield figures.(e)The benefit illustration shall be in the format as may be required by the Authority.Chapter-X Group Unit Linked insurance products

32. Group Unit Linked insurance products.

(a)Group Unit Linked products are the Unit Linked insurance products offered under a group platform.(b)Provisions stipulated in Regulations 5, 10 to 19 shall not be applicable to group Unit Linked insurance products. However, the group Unit Linked policies under group gratuity and group leave encashment may have life cover depending on the needs of the group.(c)The contributions or premiums to group schemes by the master policyholder shall be made in accordance with the funding requirements as per the scheme rules. The trustee or employer shall confirm that such funding is required as per the Actuary's certificate based on extant accounting standard governing the measurement of long term employee benefits. The master policyholder may not pay future contributions or premiums under the policy and the policy shall not be treated as discontinued. However, the premium to provide life coverage to members shall either be paid explicitly or deducted from the fund.(d)The group Unit Linked insurance products shall not allow any top-ups, unless required as per the actuary's certificate in accordance with the extant accounting norms, to address the underfunding of the scheme.(e)The group Unit Linked insurance products may levy a surrender charge not exceeding 0.05 per cent of the fund, with a maximum cap as decided by the Authority from time to time if the policy is surrendered within the third renewal of the policy. The current cap is Rs. 500,000/-.(f)Group Unit Linked insurance products may offer life insurance cover.(g)Provisions stipulated in Regulations 26, 27, 28 and 29 under these Regulations shall be applicable to group Unit Linked insurance products:(i)At each individual account level, if individual accounts are maintained.(ii)At each policyholder fund level, if individual accounts are not maintained and only one fund is maintained.Chapter-XI Computation of Net Asset Value (NAV) for Unit Linked insurance products

33. Computation of NAV.

(a)The NAV of the Segregated FUND [SFIN] shall be computed as:Market value of investment held by the fund + value of current assets - (value of current liabilities and provisions, if any)Number of units existing on Valuation Date (before creation / redemption of units)(b)The NAV computed as above, in respect of 'each' Segregated Fund, shall be audited by the Concurrent Auditor on a day-to-day basis.(c)The NAV calculated as above, in respect of 'each' Segregated fund, shall be declared daily on the Insurer's Website and at the Life Insurance Council's website, as and when the same is ready.Note. - (i) Value of Current Assets represents Accrued interest, Dividend Receivable, Bank Balance, Receivable for Sale of Investments and Other Current Assets (for Investments).(ii)Value of current liabilities represents Payable for Investments.(iii)Number of units derived from the investment accounting system shall be reconciled on a day to day basis with the policy administration system.(iv)Provisions shall include expenses for brokerage and transaction cost, NPA, Fund Management Charges (FMC) and any other charges approved by the Authority.

34. Segregated funds.

(a)Each Segregated Fund shall have:(i)A 'single' NAV, declared on a day-to-day basis and(ii)Fund management charge, if any, shall be specific to each segregated fund.(b)Each segregated fund shall have identified assets representing the investments of such segregated funds.(c)The Internal or Concurrent Auditor shall certify that such segregation had not resulted in enrichment of one set of policyholders from others due to change in the units or the NAV.(d)The implication, to the policyholder of such change, if any, shall be put on the insurer's website along with the rationale of making such change.(e)The Concurrent Auditor shall confirm the Insurer's adherence to this requirement.

35. Asset Allocation under each fund.

(a)The asset allocation range for each asset category (debt, equity and money market) shall be separate and explicitly stated.(b)Within a fund, no asset category shall have the asset allocation of "0%-100%", if more than one asset category is represented in the fund.(c)The asset allocation range shall reflect the investment objectives of the underlying fund.Chapter-XII Administration of Unit Linked Insurance Products

36.

No insurer shall launch any product unless the Board or its delegated risk committee certifies to the Authority that "all the system requirements on an ongoing basis for the product............ (product name) to be launched are established and the systems enable the insurer from day of launch of the product, to perform seamlessly all the day-to-day operations, computation of NAV on a daily basis and enables to submit all the necessary reports and returns as required under the Act, the IRDA Act, Rules or Regulations framed thereunder from time to time". The certificate shall be submitted to the Authority before the launch of the product.Chapter-XIII Miscellaneous Provisions

37. Level Premiums.

(a)Except for group products, the premium chosen at the outset shall become payable throughout the premium paying term of the policy. Such premium shall be level or uniform and shall not vary over the term of the policy, provided after payment of premiums for first five completed policy years the policyholder may be given an option to decrease the premium up to 50% of the original Annualized Premium, subject to the minimum premium limits under the product of the insurer. Once reduced, the premium cannot be subsequently increased. Benefits may be revised subject to the minimum death benefit as stipulated under Regulation 5 of these Regulations. Sustainability of the policy due to reduction of premiums shall be demonstrated under product filing procedure.(b)Any additional payments made on ad hoc basis shall be considered as top-up premium and treated as single premium for the purpose of providing insurance cover.

38. Misleading names.

- Misleading and misrepresenting the benefits through the name of the products or name of the benefits shall not be allowed.

39. Allotment of Units under Unit Linked insurance products.

(a)Units shall only be allocated on the day the proposal is accepted and results into a policy by adjustment of application money towards premium.(b)The premium shall be adjusted on the due date even if it has been received in advance.

40. Series or Tranche of Funds under Unit Linked insurance products.

(a)Products with "highest NAV guaranteed" shall not be allowed.(b)Any guarantee offered in the benefits under a Unit Linked insurance product shall be at the product level and shall not be related to any of the underlying funds.(c)The opening of series of closed ended funds shall not be allowed within a product.

41. Loans.

(a)Loans shall not be allowed under the Unit Linked Insurance Products.(b)The promotion material shall display prominently in a bold font in the front page that "the Unit Linked Insurance Products do not offer any liquidity during the first five years of the contract. The policyholder will not be able to surrender or withdraw the monies invested in Unit Linked Insurance Products completely or partially till the end of the fifth year".

42. Market Value adjustment.

- Market value adjustment shall not be allowed under Unit Linked insurance products as the payment to the policyholder is determined by the fund value which is market value of the assets.

43. Renewal Premium in advance.

- (i) Collection of renewal premium in advance shall be allowed within the same financial year for the premium due in that financial year. Provided, the premium due in one financial year may be collected in advance in earlier financial year for a maximum period of three months in advance of the due date of the premium.(ii)The renewal premium so collected in advance shall only be adjusted on the due date of the premium.(iii)The commission shall only be paid after adjustment of premium on due date.

44. Unit Linked Health Insurance Products.

- All the health insurance products under Unit Linked platform shall comply with the extant Regulations, guidelines and circulars applicable for Unit Linked insurance products.

45. Approval of Innovative products.

(a)Innovative products can be defined as the products which are uncommon in the market.(b)The innovativeness in product design shall result in meeting customer needs, better customer understanding and satisfaction and shall not result in complexity of understanding the product, additional strain on the company's infrastructure, which may result in increased cost to the customer.(c)The insurer shall submit to the Authority, the product design concept of the proposed innovative product and other details along with justification.

46. Financial Viability of the Products.

- All the products once approved shall be reviewed by the Appointed Actuary at least once a year taking into account the reasonable expectation of all stakeholders including policyholders to ensure that they are financially viable. A confirmation in this respect shall be appended to the annual Actuarial Report and Abstract. If any product is found to be financially unviable, the Appointed Actuary shall revise that product as per the extant product filing procedure.

47. Disclosure Norms.

(a)For all Unit Linked insurance products, all Life Insurers shall necessarily and explicitly mention, using the same font size, in all the sales brochures, prospectus of Insurance products, in all promotional material and in policy documents:(i)On top of each document including the proposal form mention, "In this policy, the investment risk in investment portfolio is borne by the policyholder".(ii)The various funds offered along with the details and objective of the fund.(iii)The minimum and maximum percentage of the Investments in different types (like equities, debt etc.), investment strategy so as to enable the policyholder to make an informed investment decision. "No statement of opinion as to the performance of the fund shall be made anywhere."(iv)The definition of all applicable charges, method of appropriation of these charges and the quantum of charges that are levied under the terms and conditions of the policy.(v)The maximum limit up to which the insurer reserves the right to increase the charges subject to prior clearance of the Authority.(vi)The fundamental attributes and the risk profile (low, medium or high) of different types of investments that are offered under various funds of each Unit Linked insurance product.(b)For all Unit Linked insurance products, the insurer shall ensure the following latest information to be available on its website and shall be;(i)Annual report covering the fund performance during the preceding financial year in relation to the economic scenario, market developments etc.(ii)The investment strategies and risk control measures adopted.(iii)The changes in fundamentals, such as interest rates, tax rates, etc., affecting the investment portfolio.(iv)The composition of the fund (debt, equity and money market.), analysis within various classes of investment, investment portfolio details, sectoral exposure of the underlying funds and the ratings of investments made.(v)Analysis according to the duration of the investments held.(vi)Performance of the various funds over different periods like 1 year, 2 years, 3years, 4 years, 5 years and since inception along with comparative benchmark index.(c)All the Life Insurers shall issue the periodical statements of accounts to policyholders each year disclosing the actual charges levied and the fund value at the beginning and end of the year.(i)Unit statement account shall form a part of the policy document.(ii)Unit statement account shall make a reference to the terms and conditions applicable under the respective policy document.(iii)Unit statement account shall be issued on every policy anniversary and also as and when a transaction takes place.(d)No unit statements value shall be sent to the policyholder in respect of transactions related to monthly debit of mortality and other charges stated in the contract.(e)All the insurers shall submit the disclosures relating to discontinued policies as stipulated below:(i)The funds arising from discontinuance policies shall be shown under a separate head in the Balance Sheet in the following manner:(1)Funds for discontinued policies;(a)Discontinued on account of non-payment of premium;(b)Others(2)The amount refunded to the policyholders and amount transferred to the "Funds for discontinued policies" during the financial year shall be shown under a separate head.(ii)The following disclosures shall be made in the notes of the accounts:(1)Number of policies discontinued during the financial year.(2)Percentage of discontinued to total policies (product wise) during the year.(3)Number and percentage of the policies revived during the year.(4)Charges imposed on account of discontinued policies.Chapter-XIV Allocation and Redemption of Units

48.

Processing of application for payment of premiums and application for redemptions in case of surrender, maturity claim, switch etc., shall be in accordance with the IRDAI (Investment) Regulations, 2016 as amended from time to time.Chapter-XV Procedure for Implementation and Other provisions

49.

The insurers shall follow the following procedure for implementation of these Regulations:(a)All existing products not complying with these Regulations can continue to be open to new business for a period stipulated by the Authority.(b)All existing products complying with these Regulations can continue to be open to new business.(c)All new products filed with the Authority after date of notification of these Regulations, shall comply with these Regulations.(d)Existing products need to be withdrawn or modified to comply with these Regulations during the transition period.(e)The Authority may issue guidelines or circulars with regard to procedure for modification of existing products to comply with these Regulations.(f)Where any product or feature of a product is cleared by the IRDAI, such clearances for the same kind of product or feature shall not be denied to any other insurer. However, the Authority reserves the right to require insurers to withdraw a product or a feature of the product if such product feature is found not to be consistent with policyholder interests.

50. Action in case of Default.

(a)The Authority may, at any time, by an order in writing, direct any officer of the Authority to inspect the affairs of any insurer and submit a report on the reasonableness or otherwise of the compliance with the any of these Regulations.(b)Upon receipt of the report, the Authority shall, after giving an opportunity to the insurer to make a representation in connection with the findings in the report, direct the insurer appropriately.(c)Without prejudice to the above, the Authority may also initiate such action against the said insurer, as deemed appropriate, under the provisions of the Act, the Insurance Regulatory and Development Authority Act, 1999 and the relevant Regulations framed thereunder.

51. Power to issue clarifications.

(a)In order to remove any difficulties in respect of the application or interpretation of any of the provisions of these Regulations, the Chairperson may issue appropriate circulars, clarifications or guidelines, as and when required.(b)The Chairperson may also issue circulars or guidelines relating to the Regulation of Unit Linked insurance products including, but not limited to, their administration, market conduct and disclosure norms, etc., as may be required.

52. Repeal and Savings.

(a)The IRDA (Linked Insurance Products) Regulations, 2013 shall be repealed from the date these Regulations come into force.(b)Unless otherwise provided by these Regulations, nothing in these Regulations shall deem to invalidate the contracts entered prior to these Regulations coming into force.