



LIFE INSURANCE CORPORATION OF INDIA
(Established by the Life Insurance Corporation Act, 1956)
Registration Number: 512

LIC's NEW JEEVAN ANAND PLAN (UIN: 512N279V02)
(A Non-Linked, Participating, Individual Life Assurance Savings Plan)

PART- A

Ref: NB

(Address and e-mail id of Branch Office):

Space for Name and Address of Policyholder

Space for Address and e-mail id of Branch Office

Dear Policyholder,

Date:

Re: Your Policy No. _____

We have pleasure in forwarding herewith the above policy document comprising of Part A to Part G which please find in order.

We would also like to draw your kind attention to the information mentioned in the Schedule of the Policy and the benefits available under the Policy.

Some of our plans have certain options (including rider(s)) available under them. It is important that the options, if any, available under this plan and mentioned in the policy document are noted carefully as it will be helpful to you, in case you decide to exercise any of the available options. It is also essential to note that such option, if available and mentioned in the document of this plan has to be exercised in the right manner and during the stipulated time limit as prescribed herein.

Free Look Period

We would request you to go through the terms and conditions of the Policy and in case you disagree with any of the terms and conditions, you may return the Policy within a period of 15 days from the date of receipt of policy document stating the reasons of your objections and disagreement. On receipt of the policy we shall cancel the same and the amount of premium deposited by you shall be refunded to you after deducting the **proportionate risk premium (for Base policy and riders, if any) for the period of cover and charges for medical examination, special reports, if any and stamp duty.**

In case you have any Complaints/Grievance, you may approach the Branch office on the address mentioned above or Grievance Redressal Officer/Ombudsman, whose address is as under:

Address of Grievance Redressal Officer:

Address and contact details of Insurance Ombudsman:

If you find any errors in this policy document, you may return this Policy for corrections.

Thanking you.

Yours faithfully,

p. Chief/Sr. Branch Manager

Agent's/ Code	Intermediary's Name	Agent's/ Name	Intermediary's Name	Agent's/Intermediary's Mobile Number/ Landline Number

We would also like to draw your attention to the following aspects:

- 1) Change of Address: In case you change your residence, kindly ensure that you inform the change in address to the servicing Branch Office.
- 2) Assignment: Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are enclosed as Annexure-1 for reference.
- 3) Nomination: Nomination should be in accordance with the provision of Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are enclosed as Annexure-2 for reference.
- 4) Within 90 days from the date of death, intimation of death along with death certificate must be notified in writing to the office of the Corporation where the policy is serviced for any claims to be admissible. However, delay in intimation of the genuine claim by the claimant may be condoned by the Corporation on merit and where delay is proved to be for the reasons beyond his/her control.
- 5) Section 45 of Insurance Act, 1938: The current provisions of the same are enclosed as Annexure-3.
- 6) The approved version of Policy Document in respect of this plan is available on our website : www.licindia.in
- 7) Please avail LIC's e-services. Visit our website: www.licindia.in to enable us to serve you better.

These measures will enable us to serve you better.

PREAMBLE

THE LIFE INSURANCE CORPORATION OF INDIA (hereinafter called "the Corporation") having received a Proposal along with Declaration and the first premium from the Proposer and the Life Assured named in the Schedule referred to herein below and the said Proposal and Declaration with the statements contained and referred to therein having been agreed to by the said Proposer and the Corporation as basis of this assurance do by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums as set out in the Schedule, to pay the benefits, but without interest, at the Branch Office of the Corporation where this Policy is serviced to the person or persons to whom the same is payable in terms of the said Schedule, on proof to the satisfaction of the Corporation of the benefits having become payable as set out in this Policy Document, of the title of the said person or persons claiming payment and of the correctness of the age of the Life Assured stated in the Proposal if not previously admitted.

And it is hereby declared that this Policy of Assurance shall be subject to Definitions, Benefits, Conditions related to Servicing Aspects, Other Terms and Conditions and Statutory Provisions printed in this policy and that the Schedule and every endorsement placed on the Policy by the Corporation shall be deemed part of the Policy.

SCHEDULE

DIVISIONAL OFFICE:

BRANCH OFFICE:

Policy Number: UIN: Plan and Policy Term: Date of Commencement of policy: Date of Commencement of Risk: Date of Maturity: Proposal Number: Date of Proposal: Date of Issuance of Policy: Benefit Illustration Reference No.:	Basic Sum Assured (Rs.): Instalment Premium for Base Policy (Rs): Total Instalment Premium (Rs). (Taxes, if any, as applicable from time to time are charged extra)	Due date of premium: Mode of payment of premium: Due Date of Payment of Last premium for Base Policy: Date of Birth of the Life Assured: Age of the Life Assured: Whether age Admitted: Whether Option to take Death benefit in installment taken:
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Details of Rider Opted:							
Sr.No	Rider Opted	UIN	Date of Commencement of Risk for Rider	Rider Sum Assured	Instalment Premium for Rider	Due date of payment of last premium for Rider	Date of expiry of rider

Note: Conditions of the rider(s) opted and mentioned above are enclosed as endorsement to the policy.

Name and address of Proposer	Name and address of Life Assured
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Details of Nominee(s) under Section 39 of the Insurance Act, 1938.				
Nominee(s) Name	Nominee's Age	Percentage Share	Relationship to the Life Assured	Appointee Name (in case the Nominee is a minor)

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Period during which premium payable	Till the stipulated due date of the payment of last premium or earlier death of the Life Assured.
Dates when premium payable	On the stipulated due date in _____

Signed on behalf of the Corporation at the above mentioned Branch Office, whose address and e-mail ID is given on the first page and to which all communications relating to the policy should be addressed.

Date:

Examined by:

Form No.:

LIC's New Jeevan Anand Plan (UIN: 512N279V02)

p. Chief/ Sr. /Branch Manager

PART- B: DEFINITIONS

The definitions of terms/words used in the Policy Document are as under:

1. **Age** is the age nearer birthday of the Life Assured at the time of commencement of the policy except for age 18 yrs for which the age is in completed year.
2. **Appointee** is the person to whom the proceeds/benefits secured under the Policy are payable if the benefit becomes payable to the nominee and nominee is minor as on the date of claim payment.
3. **Annualized Premium** shall be the premium amount payable in a year chosen by the policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
4. **Assignee** is the person to whom the rights and benefits are transferred by virtue of an Assignment.
5. **Assignment** is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938 as amended from time to time.
6. **Base Policy** is that part of the Policy referring to basic benefit (benefits referred to in this Policy Document excluding benefits covered under rider, if opted for).
7. **Basic Sum Assured** means the amount specified in the Schedule as opted by the Policyholder at the time of taking the policy.
8. **Beneficiary/Claimant** means the person(s)/ entity who is/are entitled to receive benefits under this Policy. The Beneficiary to whom benefits are payable is the Proposer or Life Assured or his Assignee under Section 38 of the Insurance Act, 1938, as amended from time to time or Nominee(s) under Section 39 of the Insurance Act, 1938, as amended from time to time or proved Executors or Administrators or other Legal Representatives who should take out representation to his/ her Estate or limited to the moneys payable under this Policy from any Court of any State or Territory of the Union of India, as applicable.
9. **Continued Insurability** is the determination of insurability of Life Assured/Proposer on revival of policy with rider(s) if opted for, to the satisfaction of the Corporation based on the information, documents and reports that are already available and any additional information in this regard if and as may be required in accordance with the Underwriting Policy of the Corporation at the time of revival.
10. **Corporation** means the Life Insurance Corporation of India established under Section 3 of the LIC Act, 1956.
11. **Date of commencement of policy** is the start date of this Policy.
12. **Date of commencement of risk** is the date on which the Corporation accepts the risk for insurance (cover) as evidenced in the Schedule of the policy.
13. **Date of issuance of policy** is a date when a proposal after underwriting is accepted as a policy and this contract gets effected.
14. **Date of Maturity** means the date specified in the Schedule on which the Policy Term is completed.
15. **Death Benefit** means the benefit, which is payable on death, as specified in Condition 1.A of Part C of this Policy Document.
16. **Discharge form** is the form to be filled by policyholder/claimant to claim the maturity/surrender/death benefit under the policy.
17. **Due Date** means a fixed date on which the policy premium is due and payable by the policyholder.
18. **Endorsement** means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Corporation.
19. **Extra premium** means a charge, due to underwriting decision, for any additional risk not provided for, in minimum contract premium.
20. **Final Additional Bonus, also called as Terminal Bonus**, is an additional amount payable along with the Simple Reversionary Bonus when the policy terminates, provided such a Final Additional Bonus is declared by the Corporation and the policy is eligible for such Final Additional Bonus.
21. **Foreclosure** is an action of closing the policy due to default in payment of outstanding loan and/or loan interest on due date when the outstanding loan amount along with interest is to exceed the surrender value.
22. **Free Look Period** is the period of 15 days from the date of receipt of the Policy Document by the Policyholder to review the terms and conditions of this policy and where the Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this policy.
23. **Grace period** is 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.

24. **Guaranteed Surrender Value** is the minimum guaranteed amount of Surrender Value payable to the policyholder on surrender of the policy.
25. **In-force policy** means a policy in which all the due premiums have been paid and the premiums are not outstanding beyond grace period.
26. **IRDAI** means Insurance Regulatory and Development Authority of India earlier called as Insurance Regulatory and Development Authority (IRDA).
27. **Lapse** is the status of the Policy when due premium is not paid within the grace period.
28. **Life Assured** is the person on whose life the insurance cover has been accepted.
29. **Loan** is the interest bearing repayable amount granted by the Corporation against the surrender value payable to the policyholder.
30. **Maturity Benefit** means the benefit, which is payable on maturity, as specified in in Condition I.B of Part C of this Policy Document.
31. **Material information** is the information already known to the Policyholder/Life Assured/Proposer at the time of obtaining a policy which has a bearing on underwriting of the proposal /Policy submitted.
32. **Minor** is a person who has not completed 18 years of age.
33. **Nomination** is the process of nominating a person(s) who is (are) named as “Nominee(s)” in the proposal form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
34. **Nominee(s)** means the person(s) nominated by the Policyholder (who is also the Life Assured) under this Policy who is (are) authorised to receive the claim benefit payable under this Policy and to give a valid discharge to the Corporation on settlement of the claim.
35. **Option to take Death Benefit in instalments:** Option to take death benefit in instalments, as specified in Condition 8 of Part D of this Policy Document, is an option available under this Policy, to receive Death Benefit in instalments instead of lumpsum amount over a period chosen by the Policyholder/Life Assured.
36. **Participating** policy means a policy is eligible for share of profit depending upon the Corporation’s experience in accordance with the terms and conditions of the policy.
37. **Paid-Up** is the status of the Policy, if the premiums are paid for at least two full years and subsequent premium/s be not paid.
38. **Policy Anniversary** means one year from the date of commencement of the Policy and the same date falling each year thereafter, till the date of maturity.
39. **Policy/ Policy Document** means this document along with endorsements, if any, issued by the Corporation which is a legal contract between the Policyholder and the Corporation.
40. **Policyholder** is the legal owner of this policy.
41. **Policy term** is the period, in years, as chosen by the policyholder and mentioned in the Schedule, commencing from the Date of commencement of policy to the Date of Maturity.
42. **Policy year** is the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.
43. **Premium** is the contractual amount payable by the Policyholder at specified times periodically as mentioned in the Schedule of this Policy Document to secure the benefits under the policy. The premium payable will be “Total Instalment Premium” which includes
 - Instalment Premium for Base Policy and
 - Instalment Premium for Rider(s), if rider(s) has been opted for.
 The term ‘Premium’ used anywhere in this Policy Document does not include any taxes which is payable separately.
44. **Proposer** is a person who proposes the life insurance proposal.
45. **Revival** of a policy means restoration of the policy, which was discontinued due to 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 Life Assured.
46. **Revival Period** means the period of five consecutive 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 non-payment of premium.
47. **Rider** is an additional cover which can be opted for along with Base Policy.

48. **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 Policy.
49. **Rider Premium** is the premium payable by the policyholder along with the premium under Base Policy towards the additional cover/benefit opted under the rider, if opted.
50. **Rider Sum Assured** is the assured amount payable on happening of a specified event covered under the rider, if opted.
51. **Schedule** is the part of policy document that gives the specific details of your policy.
52. **Simple Reversionary Bonus** is the surplus/profit declared at the end of each financial year by the Corporation based on the Corporation's experience to the Participating policies and added to the benefits under the policy as per terms and conditions as specified in the policy document.
53. **Settlement Option:** Settlement Option, as specified in Condition 9 of Part D of this Policy Document, is an option available under this Policy, to receive Maturity Benefit in instalments instead of lumpsum amount over a period chosen by the Policyholder/ Life Assured.
54. **Sum Assured on Death** means an absolute amount of benefit which is guaranteed to become payable on death of life assured in accordance with the terms and conditions of the policy.
55. **Sum Assured on Maturity** means the amount which is guaranteed to become payable on maturity of the policy, in accordance with the terms and conditions of the policy.
56. **Surrender** means complete withdrawal or termination of the entire policy before expiry of the policy term.
57. **Surrender Value** means an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of the policy.
58. **Tabular Premium** is the premium for the chosen Basic Sum Assured on the age of the Life Assured without application of any rebate or extra loading.
59. **Total Premiums paid** means the total of all premiums received, excluding any extra premium, any rider premium and taxes.
60. **Underwriting** is the term used to describe the process of assessing risk and ensuring that the cost of the cover is proportionate to the risks faced by the individual concerned. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium or modified terms, if any, is taken.
61. **UIN** means the Unique Identification Number allotted to this plan by the IRDAI.
62. **Vested Bonus** is the simple reversionary bonus, if any, which has already been declared and remains attached to the policy.

PART-C: BENEFITS

1. The following benefits are payable under an in-force policy:

A. Death Benefit:

- On death during the Policy Term i.e. before the stipulated Date of Maturity:

Death benefit shall be “**Sum Assured on Death**” along with vested Simple Reversionary Bonuses and Final Additional Bonus, if any; where “**Sum Assured on Death**” shall be higher of 125% of Basic Sum Assured or 7 times of Annualized Premium.

This Death Benefit shall not be less than 105% of total premiums paid (excluding any extra premium, any rider premium and taxes) upto the date of death.

The Death Benefit shall be paid in lumpsum as specified above and/or in instalments, as specified in Condition 8 of Part D of this Policy Document, as per the option exercised by the Life Assured.

- On death after expiry of the Policy Term i.e. from the stipulated Date of Maturity:

Death benefit shall be Basic Sum Assured.

B. Maturity Benefit: On Life Assured surviving the stipulated Date of Maturity, “**Sum Assured on Maturity**” along with vested Simple Reversionary Bonuses and Final Additional Bonus, if any, shall be payable; where “**Sum Assured on Maturity**” is equal to Basic Sum Assured.

The Life Assured shall have an option to receive the Maturity benefit in lumpsum as specified above and/or in instalments (Settlement Option), as specified in Condition 9 of Part D of this Policy Document.

2. **Rider Benefits:**

The following four riders are available under this policy:

- A. LIC’s Accidental Death and Disability Benefit Rider (UIN: 512B209V02)
- B. LIC’s New Term Assurance Rider (UIN: 512B210V01)
- C. LIC’s Accident Benefit Rider (UIN: 512B203V03)
- D. LIC’s New Critical Illness Benefit Rider (UIN: 512A212V01)

However, the eligible Life Assured can opt between either of the LIC’s Accidental Death and Disability Benefit Rider or LIC’s Accident Benefit Rider. Therefore, a maximum of three riders can be availed under this policy.

LIC’s Accidental Death and Disability Benefit Rider / LIC’s Accident Benefit Rider: Under an in-force policy either of these riders can be opted for at any time within the policy term of the Base Policy provided, the outstanding premium paying term of the Base Policy as well as the rider is at least five years but before the policy anniversary on which the age nearer birthday of the Life Assured is 65 years.

LIC’s New Term Assurance Rider/LIC’s New Critical Illness Benefit Rider: These riders are available only at the inception of the policy on payment of additional premium.

Conditions of rider(s), if opted, are enclosed as endorsement to this policy.

3. **Participation in profits:**

Provided the policy is in -force, depending upon the Corporation's experience, the policy shall participate in profits in accordance with the applicable provisions of LIC Act, 1956, as amended from time to time, and shall be eligible for simple reversionary bonus at such rate and on such terms as may be declared by the Corporation.

Simple Reversionary Bonuses shall be declared annually at the end of each financial year provided the policy is in-force. Once declared, they form part of the guaranteed benefits of the plan. Simple Reversionary Bonuses will be added from the date of commencement of policy until the selected policy term or till death, if it occurs earlier.

In case the premiums are not duly paid, the policy shall cease to participate in future profits irrespective of whether or not the policy has acquired paid-up value.

In the event of policy being surrendered, the surrender value of vested bonuses, if any, as applicable on the date of surrender, will be payable as specified in Condition 4 of Part D of this Policy Document.

Final Additional Bonus may also be declared under the policy in the year when the policy results into a death claim during the policy term or due for the maturity benefit payment.

Final Additional Bonus shall not be payable under paid-up policies.

4. **Payment of Premiums:**

- (a) The policyholder has to pay the Premium on the due dates as specified in the Schedule of this Policy Document along with

applicable taxes, if any, from time to time.

- (b) In case of death of Life Assured under an in-force policy wherein all the premiums due till the date of death have been paid and where the mode of payment of premium is other than yearly, balance premium(s), if any, falling due from the date of death and before the next policy anniversary shall be deducted from the claim amount.

The Corporation does not have any obligation to issue a notice that premium is due or for the amount that is due.

5. Grace Period

A grace period of 30 days shall be allowed for payment of yearly or half yearly or quarterly premiums and 15 days for monthly premiums from the date of First unpaid premium. If the premium is not paid before the expiry of the days of grace, the Policy lapses.

If the death of the Life Assured occurs within the grace period but before the payment of the premium then due, the policy will still be valid and the benefits shall be paid after deductions of the said unpaid premium as also the balance premium(s), if any, falling due from the date of death and before the next policy anniversary.

The above grace period will also apply to rider premiums which are payable along with premium for Base Policy.

PART-D: CONDITIONS RELATED TO SERVICING ASPECTS

1. **Proof of Age :** The premiums having been calculated on the age of the Life Assured as declared in the Proposal, in case the age is found higher than such age, without prejudice to the Corporation's other rights and remedies, including those under the Insurance Act, 1938, as amended from time to time, the premiums shall be payable in such case at the rate calculated on the Basic Sum Assured and Rider(s) Sum Assured, if opted, for the correct age at entry, and the accumulated difference between the premiums for the correct age and the original premiums, from the commencement of the Policy upto the date of such payment shall be paid to the Corporation with interest at such rate as fixed by the Corporation from time to time. However, in case the Life Assured/ Proposer continues to pay the premiums at the rates shown herein, and also does not pay the above mentioned accumulated debt, the accumulated difference between the premiums for the correct age and the original premiums from the commencement of this Policy up to the date on which the Policy becomes a claim, with interest on each instalment of such difference at such rate as may be fixed by the Corporation from time to time, shall accrue and be treated as a debt due by the Life Assured / Proposer against the said Policy and shall be deducted from the Policy moneys payable on the Policy becoming a claim.

Provided further that if the Life Assured's correct age at entry is such as would have made him/her uninsurable under the class or terms of assurance specified in the said Schedule hereto, the class or terms shall stand altered to such Plan of Assurance as are granted by the Corporation according to the practice in-force at the commencement of this policy, subject to the consent of the Policyholder, otherwise the policy will be cancelled.

2. Forfeiture and Non-forfeiture Regulations:

Forfeiture Regulations:

- i. If less than two years' premiums have been paid in respect of this policy and any subsequent premium be not duly paid, all the benefits under this policy shall cease after the expiry of grace period from the date of first unpaid premium and nothing shall be payable, and the premiums paid thitherto are also not refundable.
- ii. Forfeiture in Certain Other Events: In case any condition herein contained or endorsed hereon be contravened or in case it is found that any untrue or incorrect statement is contained in the proposal, personal statement, declaration and connected documents or any material information is withheld, then and in every such case this policy shall be void and all claims to any benefit in virtue of this policy shall be subject to the provisions of Section 45 of the Insurance Act, 1938, as amended from time to time.

Non-forfeiture Regulations:

If, after atleast two full years' premium have been paid and any subsequent premiums be not duly paid, this policy shall not be wholly void, but shall subsist as a paid-up policy.

During the Policy Term:

The "**Sum Assured on Death**" under the paid-up policy shall be reduced to such a sum, called "**Death Paid-up Sum Assured**" and shall be equal to **Sum Assured on Death** multiplied by the *ratio* of total period for which premiums have already been paid bears to the maximum period for which premium were originally payable. In addition to the Death Paid-Up Sum Assured, vested Simple Reversionary Bonuses accrued till date of policy becoming paid-up is payable on Life Assured's death.

This "**Sum Assured on Maturity**" under the paid-up policy shall be reduced to such a sum called "**Maturity Paid -Up Sum Assured**" and shall be equal to **Sum Assured on Maturity** multiplied by the ratio of total period for which premiums have already been paid bears to the maximum period for which premium were originally payable. In addition to the Maturity Paid-Up Sum Assured, vested Simple Reversionary Bonuses accrued till the date of policy becoming paid-up is payable on the expiry of the policy term.

After the expiry of Policy Term:

On death of the Life Assured after expiry of the policy term only Paid-up Sum Assured shall be payable. Paid-up Sum Assured shall be equal to **Basic Sum Assured** multiplied by the *ratio* of the total period for which premiums have already been paid bears to the maximum period for which premiums were originally payable.

The policy so reduced shall thereafter be free from all liabilities for payment of the within mentioned premiums, but shall not be entitled to participate in future profits. However, the vested simple reversionary bonuses shall remain attached to the reduced paid up policy.

Notwithstanding what is stated above, if atleast 3 full years' premiums have been paid in respect of this policy, and any subsequent premium be not duly paid, in the event of the death of the Life Assured within six months from the due date of first unpaid premium, Sum Assured on Death along with vested simple reversionary bonuses and final additional bonus if any, will be paid after deduction of (a) unpaid premium(s) for the Base Policy with interest thereon upto the date of death, on the same terms as for revival of the Policy during such period, and (b) the balance premium(s) for the Base Policy falling due from the date of death and before the next Policy anniversary. This provision shall not apply in case of death due to suicide.

Notwithstanding what is stated above, if at least five full years' premiums have been paid in respect of this policy, and any subsequent premium be not duly paid, in the event of death of the Life Assured within 12 months from the due date of the first unpaid premium, the Sum Assured on Death along with vested simple reversionary bonuses and final additional bonus if any, will be paid after deduction of (a) unpaid premium(s) for the Base Policy with interest thereon upto the date of death on the same terms as for revival of the Policy during such period, and (b) the balance premium(s) for the Base Policy falling due from the date of death and before the next Policy anniversary. This provision shall not apply in case of death due to suicide.

All of the above mentioned Non-forfeiture Regulations do not apply to any Riders as Rider (s) do not acquire any paid up value.

The Riders Benefits cease to apply, if the policy is in lapsed condition.

- 3. Revival of lapsed Policies** An Insurance Policy would lapse on non-payment of due premium within the days of grace. A policy in lapsed condition may be revived during the life time of the Life Assured, but within the Revival Period and before the Date of Maturity, as the case may be. The revival shall be effected on payment of all the arrears of premium(s) together with interest (compounding half yearly) at such rate as may be fixed by the Corporation from time to time and on satisfaction of Continued Insurability of the Life Assured on the basis of information, documents and reports that are already available and any additional information in this regard if and as may be required in accordance with the Underwriting Policy of the Corporation at the time of revival, being furnished by the Policyholder/Life Assured/Proposer.

The Corporation, however, reserves the right to accept at original terms, accept with modified terms or decline the revival of a discontinued policy. The revival of the discontinued policy shall take effect only after the same is approved, accepted and revival receipt is issued by the Corporation.

Revival of Rider (s), if opted for, will only be considered along with the revival of the Base policy and not in isolation.

4. Surrender :

The policy can be surrendered by the policyholder at any time provided two full years' premiums have been paid. On surrender of the policy, the Corporation shall pay the Surrender Value equal to higher of Guaranteed Surrender Value and Special Surrender Value.

The Special Surrender Value is reviewable and shall be determined by the Corporation from time to time subject to prior approval of IRDAI.

No GSV is applicable after maturity benefit is paid i.e after expiry of the policy term

The Guaranteed Surrender Value payable during the policy term shall be equal to the total premiums paid (excluding any extra premium, any premiums for rider(s), if opted for and taxes) multiplied by the Guaranteed Surrender Value factor applicable to total premiums paid. These Guaranteed Surrender Value factors expressed as percentages will depend on the policy term and policy year in which the policy is surrendered and are contained in Annexure - 4 of this policy document.

In addition, the surrender value of vested simple reversionary bonuses, if any, shall also be payable, which is equal to vested bonuses multiplied by the Guaranteed Surrender Value factor applicable to vested bonuses. These Guaranteed Surrender Value factors will depend on the policy term and the policy year in which policy is surrendered and are contained in Annexure – 5 of this policy document.

No surrender value will be available on Rider(s), if any.

- 5. Policy Loan:** During the Policy Term, loan shall be available under the policy subject to the following terms and conditions, within the surrender value of the policy for such amounts and on such further terms and conditions as the Corporation may fix from time to time:
- (i) Loan can be availed provided atleast two full years' premiums have been paid.
 - (ii) The maximum Loan that can be granted during the policy term shall be as under :
 - For in-force policies : upto 90% of Surrender Value
 - For paid-up policies : upto 80% of Surrender Value
 - (iii) The Policy shall be assigned absolutely to and held by the Corporation as security for the repayment of Loan and of the interest thereon;

- (iv) Interest on Loan shall be paid on compounding half-yearly basis to the Corporation at the rate to be specified by the Corporation at the time of taking loan under this policy. The applicable interest rate shall be based on the method approved by IRDAI. The first payment of interest is to be made on the next Policy anniversary or on the date six months before the next Policy anniversary whichever immediately follows the date on which the Loan is sanctioned and every half year thereafter.
- (v) In the event of default in payment of loan interest on the due dates as herein above mentioned above and when the outstanding loan along with interest is to exceed the surrender value, the Corporation would be entitled to foreclose such policies. Such policies when being foreclosed shall be entitled to payment of the difference of surrender value and the loan outstanding amount along with interest, if any.
- (vi) Corporation is entitled to recover or recall the amount of the Loan with all due interest by giving 3 month notice.
- (vii) In case the policy shall mature or surrendered or become a claim by death, the Corporation shall become entitled to deduct the amount of the Loan or any portion thereof which is outstanding, together with all interest from the policy moneys.

6. Termination of Policy:

The policy shall immediately and automatically terminate on the earliest occurrence of any of the following events:

- a) The date on which lumpsum Death Benefit / Final instalment of Death Benefit / Final instalment under Settlement Option, whichever is later, is paid; or
- b) The date on which surrender benefits are settled under the policy; or
- c) In the event of default in payment of loan interest as specified in Condition 5 of Part D of this policy document; or
- d) On expiry of Revival Period if the policy, which has not acquired paid up status, has not been revived within the revival period; or
- e) On payment of free look cancellation amount.
- f) In the event of forfeiture as specified in Condition 2 (ii) of Part D of this Policy Document.

7. Free look period:

During the Free Look period of 15 days from the date of receipt of the Policy Document by the Policyholder, if the Policyholder is not satisfied with the Terms and Conditions of the policy, he/she may return the policy to the Corporation stating the reason of objections. On receipt of the same the Corporation shall cancel the policy and return the amount of premium deposited after deducting the proportionate risk premium (for Base Policy and Rider, if opted for) for the period of cover and charges for medical examinations, special reports, if any and stamp duty.

8. Option to take Death Benefit in instalments:

This is an option to receive Death Benefit in instalments over the chosen period of 5 or 10 or 15 years instead of lump sum amount under an in-force as well as paid-up policy. This option can be exercised by the Life Assured, during his/her life time; for full or part of Death benefits payable under the policy. The amount opted for by the Life Assured (ie. Net Claim Amount) can be either in absolute value or as a percentage of the total claim proceeds payable.

The instalments shall be paid in advance at yearly or half-yearly or quarterly or monthly intervals, as opted for, subject to minimum instalment amount for different modes of payments being as under:

Mode of Instalment payment	Minimum instalment amount
Monthly	Rs. 5,000/-
Quarterly	Rs. 15,000/-
Half-Yearly	Rs. 25,000/-
Yearly	Rs. 50,000/-

If the Net Claim Amount is less than the required amount to provide the minimum instalment amount as per the option exercised by the Life Assured, the claim proceed shall be paid in lump sum only.

The interest rates applicable for arriving at the instalment payments under this option shall be as fixed by the Corporation from time to time.

For exercising option to take Death Benefit in instalments. the Life Assured can exercise this option during his/her lifetime while in currency of the policy, specifying the period of Instalment payment and net claim amount for which the option is to be exercised. The death claim amount shall then be paid to the nominee as per the option exercised by the Life Assured and no alteration, whatsoever, shall be allowed to be made by the nominee.

9. Settlement Option (for Maturity Benefit):

Settlement Option is an option to receive Maturity Benefit in instalments over the chosen period of 5 or 10 or 15 years instead of lumpsum amount under an in-force as well as paid-up policy. This option can be exercised by the Life Assured, for full or part of Maturity proceeds payable under the policy. The amount opted for by the Life Assured (ie. Net Claim Amount) can be either in absolute value or as a percentage of the total claim proceeds payable.

The instalments shall be paid in advance at yearly or half-yearly or quarterly or monthly intervals, as opted for, subject to minimum instalment amount for different mode of payments being as under:

Mode of Instalment payment	Minimum instalment amount
Monthly	Rs. 5,000/-
Quarterly	Rs. 15,000/-
Half-Yearly	Rs. 25,000/-
Yearly	Rs. 50,000/-

If the Net Claim Amount is less than the required amount to provide the minimum instalment amount as per the option exercised by the Life Assured, the claim proceed shall be paid in lumpsum only.

The interest rates applicable for arriving at the instalment payments under Settlement Option shall be as fixed by the Corporation from time to time.

For exercising the Settlement Option against Maturity Benefit, the Life Assured shall be required to exercise option for payment of net claim amount in instalments at least 3 months before the due date of maturity claim.

The first payment will be made on the date of maturity and thereafter, based on the mode of instalment payment opted for by the Life Assured, every month or three months or six months or annually from the date of maturity, as the case may be.

After the commencement of Instalment payments under Settlement Option:

- i. If a Life Assured, who has exercised Settlement Option against Maturity Benefit, desires to withdraw this option and commute the outstanding instalments, the same shall be allowed on receipt of written request from the Life Assured. In such case, the lump sum amount which is higher of the following shall be paid and policy shall terminate,
 - discounted value of all the future instalments due; or
 - (the original amount for which settlement option was exercised) **less** (sum of total instalments already paid);
- ii. The interest rate applicable for discounting the future instalment payments shall be as fixed by the Corporation from time to time.
- iii. After the Date of Maturity, in case of death of the Life Assured, who has exercised Settlement Option, the outstanding instalments will continue to be paid to the nominee as per the option exercised by the Life Assured and no alteration whatsoever shall be allowed to be made by the nominee.

PART E

Not Applicable

PART-F: OTHER TERMS AND CONDITIONS

1. Assignments:

a) Assignment is allowed under this plan as per Section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are contained in Annexure-1 of this policy document. The notice of assignment should be submitted for registration to the office of the Corporation, where the policy is serviced.

b) Nominations:

Nomination by the holder of a policy of life assurance on his/her own life is allowed as per Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are contained in Annexure-2 of this policy document. The notice of nomination or change of nomination should be submitted for registration to the office of the Corporation, where the policy is serviced. In registering nomination the Corporation does not accept any responsibility or express any opinion as to its validity or legal effect.

2. Suicide Exclusion : Notwithstanding the provision of benefits payable on death mentioned anywhere in this Policy Document, the provisions related to claim payment in case of death due to suicide shall be subject to the conditions as specified herein under:

- i) If the Life Assured (whether sane or insane) commits suicide at any time within 12 months from the date of commencement of risk, the Corporation will not entertain any claim under this policy except for 80% of the total premiums paid excluding any taxes, extra premium and rider premiums other than term assurance rider, if any, provided the policy is in-force.
- ii) If the Life Assured (whether sane or insane) commits suicide within 12 months from date of revival, an amount which is higher of 80% of the total premiums paid till the date of death (excluding any taxes, extra premium and rider premiums, other than term assurance rider if any,) or the surrender value available as on the date of death shall be payable. The Corporation will not entertain any other claim under this policy.

This clause shall not be applicable for a policy lapsed without acquiring paid-up value and nothing shall be payable under such policies.

The relaxation mentioned under Non-forfeiture provisions shall not be applicable in case of death due to suicide.

3. Tax:

Statutory Taxes, if any, imposed on such insurance plans by the Government of India or any other constitutional tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of applicable taxes as per the prevailing rates, shall be payable by the policyholder on premiums (for Base Policy and rider(s), if any) including extra premium, if any, which shall be collected separately over and above in addition to the premiums payable by the policyholder. The amount of tax paid shall not be considered for the calculation of benefits payable under the plan.

4. Normal requirements for a claim:

(a) **Death Claim:** The normal documents which the claimant shall submit while lodging the claim in case of death of the Life Assured shall be claim forms, as prescribed by the Corporation, accompanied with original policy document, NEFT mandate from the claimant for direct credit of the claim amount to the bank account, proof of title, proof of death, medical treatment prior to the death (if any), school/college/employer's certificate, whichever is applicable, to the satisfaction of the Corporation. If the age is not admitted under the policy, the proof of age of the Life Assured shall also be submitted.

Within 90 days from the date of death, intimation of death along with death certificate must be notified in writing to the office of the Corporation where the policy is serviced for any claim to be admissible. However, delay in intimation of the genuine claim by the claimant, may be condoned by the Corporation, on merit, and where delay is proved to be for the reasons beyond his/her control.

(b) **Maturity/Surrender Claim:** Where the policy results into a maturity claim or in case of surrender of the policy, the Life Assured shall submit the discharge form along with the original policy document, NEFT mandate from the claimant for direct credit of the claim amount to the bank account besides proof of age, if the age is not admitted earlier.

In addition to above, any requirement mandated under any statutory provision or as may be required as per law shall also be required to be submitted.

5. Force Majeure:

In the event where Corporation's performance or any other obligations are prevented or hindered as a consequence of any act of God or state, strike, lock out, legislation or restriction by any government or any other statutory authority or any other circumstances that lie beyond Corporation's anticipation or control, the performance of this policy shall be wholly or partially suspended during the continuance of such force majeure. The Corporation shall resume its obligations towards the Policy as soon as the Force Majeure event ceases. The Corporation undertakes to keep the IRDAI informed and seek prior approval before effecting any of these changes.

6. Legislative Changes: The Terms and Conditions including the premiums and benefits payable under this policy are subject to variation in accordance with the relevant Legislation & Regulations.

7. Benefit illustration: Your customized Benefit Illustration is enclosed to this Policy document.

PART-G: STATUTORY PROVISIONS

Section 45 of Insurance Act, 1938:

The provisions of Section 45 of the Insurance Act, 1938, as amended from time to time, shall be applicable. The current provisions are contained in Annexure-3 of this policy document.

Grievance Redressal Mechanism:

Of the Corporation:

The Corporation has Grievance Redressal Officers at Branch/ Divisional/ Zonal/ Central Office to redress grievances of customers. For ensuring quick redressal of customer grievances the Corporation has introduced Customer friendly Integrated Complaint Management System through our Customer Portal (website) which is <http://www.licindia.in>, where a registered policy holder can directly register complaint/ grievance and track its status. Customers can also contact at e-mail id co_crmgrv@licindia.com for redressal of any grievances.

Claimants not satisfied with the decision of death claim repudiation have the option of referring their cases for review to Zonal Office Claims Dispute Redressal Committee or Central Office Claims Dispute Redressal Committee. A retired High Court/ District Court Judge is member of each of the Claims Dispute Redressal Committees.

Of IRDAI:

In case the customer is not satisfied with the response or does not receive a response from us within 15 days, then the customer may approach the Grievance Cell of the IRDAI through any of the following modes:

- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre)
- Sending an email to complaints@irdai.gov.in
- Register the complaint online at <http://www.igms.irdai.gov.in>
- Address for sending the complaint through courier / letter:
Consumer Affairs Department, Insurance Regulatory and Development Authority of India,
Survey No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032, Telangana.

Of Ombudsman:

For redressal of Claims related grievances, claimants can also approach Insurance Ombudsman who provides for low cost and speedy

arbitration to customers.

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

- (a). Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
- (b). Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- (c). Disputes over premium paid or payable in terms of insurance policy;
- (d). Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- (e). Legal construction of insurance policies in so far as the dispute relates to claim;
- (f). Policy servicing related grievances against insurers and their agents and intermediaries;
- (g). Issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- (h). Non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
- (i). Any other matter 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)

Note: In case of dispute in respect of interpretation of terms and conditions mentioned in this document, the English version shall stand valid.

YOU ARE REQUESTED TO EXAMINE THIS POLICY, AND IF ANY MISTAKE BE FOUND THEREIN, RETURN IT IMMEDIATELY FOR CORRECTION.

Assignment - As per Section 38 of the Insurance Act 1938

(1) A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

(2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section(1), where it has sufficient reason to believe that such transfer or assignment is not bonafide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.

(3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment.

(4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.

(5) Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer:

Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

(6) The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered:

Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.

(7) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.

(8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation – Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of sub-section (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

(9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this Section.

(10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that-

- a. The proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or
- b. The insured surviving the term of the policy, shall be valid:

Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

(11) In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

Nomination - As per Section 39 of the Insurance Act 1938

(1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death: Provided that, where any nominee is a minor, it shall be lawful for the policy holder to appoint any person in the manner laid down by the insurer, to receive the money secured by policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer shall furnish to the policy holder a written acknowledgement of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with Section 38 shall automatically cancel a nomination: Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its reassignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policyholder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policyholder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policyholder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this Section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.

(11) Where a policyholder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.

(12) The provisions of this Section shall not apply to any policy of life insurance to which Section 6 of the Married Women's Property Act, 1874, applies or has at any time applied;

Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this Section, the said Section 6 shall be deemed not to apply or not to have applied to the policy.

Section 45 as per the Insurance Act 1938

(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 the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:-

- (a) the suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- (b) the active concealment of a fact by the insured having knowledge or belief of the fact;
- (c) any other act fitted to deceive; and
- (d) any such act or omission as the law 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 misstatement of 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 misstatement 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 misstatement or suppression of a material fact, and not on the ground of fraud the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees 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.

(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.

