



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

LIC's Bima Kavach (UIN: 512N360V01)
(A Non-Par, Non-Linked, Life, Individual, Pure Risk 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

Date:

Dear Policyholder,

Re: Your Policy No. _____

We have pleasure in forwarding herewith the above Policy Document comprising of Part A to Part G alongwith Customer Information Sheet (CIS) and Customized Benefit Illustration, if any.

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 options, 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 30 days from the date of receipt of the electronic or physical mode of the Policy Document, whichever is earlier, stating the reasons for 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 Rider(s), if opted for) for the period of cover and charges for medical examination (including special reports, if any) and for 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 addresses are 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,

Chief/Sr./ Branch Manager

Agent's/ Intermediary's Code	Agent's/ 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 the 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 provisions 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) Policyholder or the claimant, as applicable, is required to intimate the Corporation, about the happening of the insured event resulting into a claim under the policy, at the earliest possible time.
- 5) The provisions of Section 45 of the Insurance Act 1938, as amended from time to time shall be applicable. The current provisions of the same are enclosed as Annexure-3.
- 6) Various Sections of the Insurance Act, 1938 applicable to LIC to apply as amended from time to time.
- 7) The approved version of Policy Document in respect of this plan is available on our website: www.licindia.in.
- 8) Please avail LIC's e-services. Visit our website: www.licindia.in to enable us to serve you better.
- 9) For Customer Services, you can contact LIC call centre at +91-022 68276827 whose services are available 24*7 in English, Hindi and 8 Regional Languages.

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 (in case of Regular Premium and Limited Premium Payment policies) 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 the 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 Number Policy Term: Whether Single Premium / Regular Premium / Limited Premium payment opted for? Premium Payment Term: Date of Commencement of Policy: Date of Commencement of Risk: Date of Maturity: Proposal No: Date of Proposal: Date of issuance of policy:	Basic Sum Assured (Rs): Death Benefit Option chosen: Single / Instalment premium for Base Policy (Rs.) Total Single / Instalment Premium (Rs) (Taxes, if any, as applicable from time to time are charged extra) Whether Life Stage Option opted for?	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 instalments taken? Benefit Illustration Reference No:
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Details of Rider opted:

Sr. No.	Rider Opted	UIN	Date of Commencement of Risk for Rider	Rider Sum Assured (Rs.)	Instalment Premium for Rider (Rs.)	Due date of payment of last premium for Rider	Date of expiry of Rider

Note: Condition of the rider opted and mentioned above is enclosed as endorsement to the policy.

Unless otherwise stated, all dates described and used in this Schedule are in dd/mm/yyyy formats.

Name, Gender and Address of the Proposer	Name, Gender and Address of the Life Assured
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Details of Nominee(s) under Section 39 of the Insurance Act, 1938
Type of Nomination:

Nominee(s) Name	Nominee's Age (in yrs)	Percentage Share	Relationship to the Life Assured	Appointee Name [in case the Nominee is a minor]

Period during which premiums are payable in case of Regular & Limited Premium Payment	Till the stipulated due date of last premium or earlier death of the Life Assured
Dates when premiums are payable in case of Regular & Limited Premium Payment	On the stipulated due date in

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

Date:
 Examined by:
 Form No.:

 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 last birthday of the Life Assured at the time of commencement of the policy.
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 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 the 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(s), if opted for). Endorsement(s), if any, on exercise of Life Stage Option shall be deemed to be part of the Base Policy.
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 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 Life Insurance Corporation 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 expires.
15. **Death Benefit** means the benefit, which is payable on death of Life assured, 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 death benefit/refund under the policy.
17. **Due Date (applicable in case of Regular Premium / Limited Premium payment)** 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 additions, 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. **Free Look Period** is the period of 30 days from the date of receipt of the electronic or physical mode of the Policy Document, whichever is earlier, 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 as detailed in Condition 7 of Part D of this Policy Document.
21. **Government Security (G-Sec)** in this Policy Document refers to the tradeable instruments issued by Central Government for various durations, declared as benchmark securities corresponding to the stated tenors, by Reserve Bank of India.
22. **Grace period for other than single premium policies** 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 as per the terms and conditions of the Policy.
23. **In-force policy** means a policy in which all the due premiums have been paid and the premiums are not outstanding beyond grace period.
24. **IRDAI** means Insurance Regulatory and Development Authority of India earlier called as Insurance Regulatory and Development Authority (IRDA).
25. **Lapse** is the status of the Policy when due premium is not paid within the grace period.
26. **Life Assured** is the person on whose life the insurance cover has been accepted.
27. **Life Stage Option** is an option available to the Life assured at policy inception to increase the Basic Sum Assured under the policy on attaining the defined life stages during the Policy Term, as detailed in Condition 9 of Part D of this Policy Document.
28. **Maturity Benefit** means the benefit, which is payable on maturity, as specified in Condition 1.B of Part C of this

Policy Document.

29. **Material information** shall mean all important, essential and relevant information and documents explicitly sought by the Corporation in the proposal form.
The information already known to the Policyholder/Life Assured at the time of obtaining a policy which has a bearing on underwriting of the proposal /Policy submitted constitutes Material Information.
30. **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.
31. **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.
32. **Non-par products** means products where policies are not entitled for any share in surplus (profits) during the term of the policy.
Under such non-par policies, the benefits payable on death or maturity are guaranteed and fixed as per the terms and conditions of the policy.
33. **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.
34. **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.
35. **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.
36. **Policyholder** is the legal owner of this policy.
37. **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 and ending on the Date of Maturity.
38. **Policy year** is the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.
39. **Premium** is the contractual amount payable by the Policyholder either as a Single Premium or 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 Single / Instalment Premium" which includes
- Single / Instalment Premium for Base Policy and
 - Single/ Instalment Premium for Rider(s), if rider(s) has been opted for.
- If the Life Stage option has been exercised for any of the defined life stage event(s), an additional premium(s) shall be payable. Instalment Premium for Base Policy shall include such additional premium(s) from the policy anniversary from which the additional cover shall be effective.
The term 'Premium' used anywhere in this Policy Document does not include any taxes which are payable separately.
40. **Premium Paying Term** means the period, in years, during which premium is payable.
41. **Proposer** is a person who proposes the life insurance proposal.
42. **Pure risk products** means insurance products (without any savings element) where the payment of agreed amount is assured on the happening of death of the life assured within the term of the policy.
43. **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, during the revival period as per the terms and conditions of the policy, upon being satisfied as to the Continued Insurability of the Life Assured.
44. **Revival Period** means the period of five 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 non-payment of premium.
45. **Rider** means the insurance cover(s) added to a base product for additional premium or charge.
46. **Rider Benefits** means an amount of benefit payable on occurrence of a specified event covered under the Rider, and is an additional benefit to the benefit under Base Policy.
47. **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.
48. **Rider Sum Assured** is the assured amount payable on happening of a specified event covered under the Rider, if opted.
49. **Schedule** is the part of Policy Document that gives the specific details of your policy.
50. **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 as mentioned in Condition 1.A of Part C of this Policy Document.
51. **Single Premium** shall be the premium amount payable excluding taxes, rider premiums and underwriting extra premiums.
52. **Surrender** means complete withdrawal or termination of the entire policy contract.
53. **Surrender Value** means an amount, if any, that becomes payable on surrender of a policy during its term, in accordance with the terms and conditions of the policy.

54. **Total Premiums Paid** means the total of all premiums paid under the base product, excluding any extra premium and taxes, if collected explicitly. If Life Stage Option has been exercised, the Total Premiums Paid shall also include the additional premium(s) paid.
55. **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.
56. **UIN** means the Unique Identification Number allotted to this plan by the IRDAI.

PART- C: BENEFITS

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

A) Death Benefit:

Death benefit payable, on death of the Life Assured, during the policy term after the date of commencement of risk, but before the stipulated Date of Maturity, provided the policy is in-force, shall be "**Sum Assured on Death**".

Under Regular premium and Limited premium payment policy, "**Sum Assured on Death**" is defined as the highest of:

- 7 times of Annualised Premium; or
- 105% of "Total Premiums Paid" upto the date of death; or
- Absolute amount assured to be paid on death.

Under Single premium policy, "**Sum Assured on Death**" is defined as the higher of:

- 125% of Single Premium.
- Absolute amount assured to be paid on death.

Absolute amount assured to be paid on death shall depend on Death Benefit Option chosen at the time of taking this policy and is as under:

Option I: Level Sum Assured

Absolute amount assured to be paid on death shall be an amount equal to **Basic Sum Assured**, which shall remain the same throughout the policy term. However, in case the Life Assured has opted for Life Stage Option (as specified in Condition 9 of Part D of this Policy Document), the Basic Sum Assured shall be increased by each of the additional Basic Sum Assured, on exercise of the respective life stage event(s) and shall be effective from the policy anniversary coinciding with or next policy anniversary following the date of acceptance by the Corporation, and on payment of every such additional premium related to the respective life stage event(s).

Option II: Increasing Sum Assured

Absolute amount assured to be paid on death shall remain equal to Basic Sum Assured till completion of fifth policy year. Thereafter, it increases by 10% of Basic Sum Assured each year from the sixth policy year till fifteenth policy year till it becomes twice the Basic Sum Assured. This increase will continue under an in-force policy till the end of policy term; or till the Date of Death; or till the fifteenth policy year, whichever is earlier. From sixteenth policy year and onwards, the **Absolute amount assured to be paid on death** remains constant i.e. twice the Basic Sum Assured till the policy term ends.

For example, **Absolute amount assured to be paid on death** under a policy with Basic Sum Assured of Rs. X will be Rs. X till the end of fifth policy year, Rs. 1.1X during the sixth policy year, 1.2X during seventh policy year, increasing so on by 10% of Basic Sum Assured each year till it becomes 2X in fifteenth policy year. From sixteenth policy year and onwards, the **Absolute amount assured to be paid on death will be 2X**.

The Death Benefit Option once chosen cannot be changed later and is as mentioned in the Schedule.

The Death Benefit shall be paid in lump sum 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.

B) Maturity Benefit:

No Maturity Benefit shall be payable on the Life Assured surviving the stipulated Date of Maturity.

2. Rider Benefit:

The following optional rider (or amended versions of this) shall be available on payment of additional premium:

LIC's Accident Benefit Rider is available as an Optional Rider under Regular Premium and Limited Premium payment policies only. Under an in-force policy, this rider can be opted for at any time during the Premium

Paying 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. The cover under this Rider shall be available during the Premium Paying Term only or upto the policy anniversary on which the age nearer birthday of the life assured is 70 years, whichever is earlier.

Conditions of the Rider, if opted, are enclosed as endorsement to this policy.

3. Payment of Premiums (Applicable in case of Limited and Regular Premium payment policies only):

- (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.

4. Grace Period (Applicable in case of Limited and Regular Premium payment policies only):

A grace period of 30 days shall be allowed for payment of yearly or half yearly 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 Premium payable under the Base Policy and Premium for Optional Riders have been calculated on the age of the Life Assured as declared in the Proposal Form.

In case, the age of Life Assured is mis-stated in the Proposal Form and correct age is found to be different (higher or lower) than such age, without prejudice to the Corporation's other rights and remedies, including the provisions under Insurance Act, 1938, as amended from time to time, Corporation shall check the eligibility of Life Assured based on the correct age as on the date of commencement of policy and the following action shall be taken:

If the Life Assured remains eligible for Base Policy and Rider(s) opted, if any:

Subject to the then existing underwriting norms, the premium for the Base Policy and Rider(s) opted, if any, shall be recalculated on the Basic Sum Assured (including additional Basic Sum Assured, in case the Life Stage Option had been exercised) and Rider(s) Sum Assured respectively for the correct age and the revised premium(s) shall be payable by the policyholder under the Base Policy and Rider(s). Further, accumulated difference between the premiums for the correct age and the original premiums, from the commencement of the Base Policy / Rider upto the date of payment of revised premium shall be paid to the Corporation with interest at such rate as fixed by the Corporation from time to time.

In case Life Stage Option for specified life stage events have been exercised, the accumulated difference between the additional premium(s) for the correct age and the original additional premium(s), from the respective effective date of additional Basic Sum Assured(s) for each Life Stage events, upto the date of payment of revised additional premium(s) shall also be paid to the Corporation with interest at such rate as fixed by the Corporation from time to time.

Any outstanding premium and/or interest, if unpaid the same shall be recoverable from any claim proceeds payable under the policy.

If the correct age is found to be lower than the declared age, excess Premium for Base Policy and Rider(s) premium collected shall be refunded without interest.

If the Life Assured is ineligible for Base Policy:

Base Policy along with opted Rider(s) shall be cancelled and the Premiums paid towards Base Policy and Rider(s), if any, shall be refunded without interest subject to deduction of all applicable expenses like proportionate risk premium (for Base Policy and Rider(s), if any) for the period of cover, applicable taxes and

charges for medical examination, special reports, if any and stamp duty, incurred under the policy. The policy shall terminate on said payment.

If Life Assured is eligible for Base Policy but ineligible for any of the opted Riders:

Such Rider(s) shall be cancelled and the Premiums paid in respect of such Rider(s) shall be refunded without interest, subject to deduction of all applicable expenses like proportionate risk premium for Rider(s) for the period of cover, applicable taxes and charges for medical examination, special reports, if any and stamp duty, incurred in respect of the Rider(s). The respective Rider(s) shall terminate on said payment. However, the Base Policy shall continue with the altered terms.

2. Forfeiture and Non-forfeiture Regulations:

Forfeiture Regulations:

- i. In case of Regular Premium and Limited Premium payment policies, if the premium has not been paid in respect of this policy and any subsequent premium be not duly paid, all the benefits shall cease after the expiry of grace period from the date of First Unpaid Premium and nothing shall be payable, and the Premiums paid hitherto 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:

Not applicable as there is no Paid-up Value available under this plan.

3. Revival of lapsed Policies (Applicable for Regular Premium and Limited Premium Payment 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.

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.

The rate of interest applicable for revival under this product for every 12 months' period from 1st May to 30th April shall not exceed 10 year G-Sec yield p.a. compounding half yearly as at the last trading day of previous financial year plus 3% or the yield earned on the Corporation's Non-Linked Non-Participating Fund plus 1%, whichever is higher. For the 12 months' period commencing from 1st May, 2025 to 30th April, 2026, the applicable interest rate shall be 9.50% p.a. compounding half yearly. The basis for determination of interest rate for policy revival is subject to change.

If a lapsed policy is not revived within the revival period but before the Date of Maturity, the policy will automatically terminate. In case of Regular Premium policies, nothing shall be payable. However, in case of Limited Premium Payment policies, an amount equal to Unexpired Risk Premium Value, if any, (as specified in Condition 4 of Part D of this Policy document) shall be payable on expiry of revival period and the policy will terminate.

On revival of a lapsed policy, all the benefits as applicable for an in-force policy, shall be restored.

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

4. Surrender:

A. No surrender value will be available under this Plan.

B. However, in the following cases (for both Level Sum Assured (Option I) as well as Increasing Sum Assured (Option II)), on receipt of request for surrender of policy by the policyholder, an amount equal to Unexpired

Risk Premium Value, if any, shall be payable as under:

a) **Regular Premium policies:** Nothing shall be payable.

b) **Single Premium Policies::**

In case of Single Premium, Unexpired Risk Premium Value, if any, shall be payable on surrender of the policy, anytime during the Policy Term. The Unexpired Risk Premium Value shall be calculated by using the following formula:

$$K * (100 - R) \% * [(n - t) / n] * P_s * (\text{Basic Sum Assured} / 1000)$$

Where;

K = 75% during 1st policy year
80% during 2nd policy year
85% during 3rd policy year
90% thereafter

R = High Sum Assured rebate applied to the original policy at inception

n = Original Policy Term

t = Policy year from inception during which the policy is surrendered

P_s = Tabular single premium per Rs. 1000/- Basic Sum Assured for the original single premium policy for original policy term n years

c) **Limited Premium Payment:**

In case of Limited Premium Payment, Unexpired Risk Premium Value, if any, shall only be payable if full premiums have been paid for at least:

- i. Two consecutive years in case of premium paying term less than 10 years.
- ii. Three consecutive years in case of premium paying term of 10 years or more.

In case of surrender of an in-force policy, Unexpired Risk Premium Value, if any, shall be payable and policy shall terminate.

In case of a lapsed policy, Unexpired Risk Premium Value, if any, shall be payable on the earliest occurrence of following and the policy shall terminate:

- On death of the Life Assured during the revival period, or
- On surrender of the policy during the revival period, or
- On expiry of the revival period, if the policy is not revived.

The amount of Unexpired Risk Premium Value shall be calculated by using the following formula:

During Premium Paying Term

$$Z * (100 - R) \% * d * (P_{ppt} - P_n) * (\text{Basic Sum Assured} / 1000)$$

After Premium Paying Term

i) If all due premiums have been paid:

$$Z * (100 - R) \% * ppt * (P_{ppt} - P_n) * [(n - t) / (n - ppt)] * (\text{Basic Sum Assured} / 1000)$$

ii) If all due premiums have not been paid:

$$Z * (100 - R) \% * d * (P_{ppt} - P_n) * (\text{Basic Sum Assured} / 1000)$$

Where,

Z = 65% during 2nd policy year to 9th policy year
70% during 10th policy year to 14th policy year
75% thereafter

R = High Sum Assured rebate applied to the original policy at inception

t = Policy year from inception during which the policy is surrendered (in case of fully paid up policies)

d = Number of full years for which premiums have been paid

ppt = Premium Paying Term of the original Policy

P_{ppt} = Tabular annual premium per Rs. 1000/- Basic Sum Assured in respect of the original policy i.e. based on the life assured's age at entry, original policy term and premium paying term

P_n = Tabular annual premium per Rs. 1000/- Basic Sum Assured for regular premium policy corresponding to the life assured's age at entry and original policy term n years

The premium mentioned above is exclusive of taxes, rider premium and underwriting extra, if any.

The above calculated amount of Unexpired Risk Premium Value is payable only if it is positive; and if negative, nothing shall be recovered from the policyholder.

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

5. Policy Loan:

No loan will be available under this policy

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 lump sum death benefit / final instalment of death benefit is paid; or
- b) The date on which Unexpired Risk Premium Value, if any, is settled, in case of surrender of policy ; or
- c) The date of maturity; or
- d) On expiry of Revival Period, if the policy has not been revived within the revival period; or
- e) On payment of free look cancellation amount; or
- f) In the event of forfeiture as specified in Condition 2 of Part D of this Policy Document.

7. Free look period:

During the Free Look Period of 30 days from the date of receipt of the electronic or physical mode of Policy Document, whichever is earlier, 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 reasons for 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(s), if opted for) for the period of cover, expenses incurred on medical examination (including special reports, if any) and stamp duty charges.

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 policy. This option can be exercised only by the Life Assured during his/her lifetime, for full or part of the Death proceeds payable under the policy. The amount opted for by the Life Assured (i.e. 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 proceeds shall be paid in lump sum only.

For all the instalment payment options commencing during the 12 months' period from 1st May to 30th April, the interest rate used to arrive at the amount of each instalment shall be annual effective rate not lower than the 10 year semi-annual G-Sec yield minus 2%; where, the 10 year semi-annual G-Sec yield shall be as at last trading day of previous financial year.

Accordingly, for the 12 months' period commencing from 1st May, 2025 to 30th April, 2026, the applicable interest rate for the calculation of the instalment amount shall be 4.62% p.a. effective.

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. Life Stage Option:

Life Stage Option is an option available to the Life Assured at policy inception to increase the Basic Sum Assured under the policy on attaining the defined life stages during the Policy Term. This option shall be provided to the Life Assured subject to satisfying the following criteria:

- If Option - I (i.e. Level Sum Assured) and Regular Premium Payment has been opted for.

- Age of Life Assured at entry is less than or equal to 40 years (last birthday).
- Life Assured is underwritten as a standard life at policy inception as per the Board approved Underwriting Policy of the Corporation.

The increase in Basic Sum Assured shall not be subject to any further medical underwriting except for the requirement to submit valid documents to support the fulfilment of the conditions required for exercising the option.

Under this option, Life Assured can opt to increase the Basic Sum Assured by the specified amount on occurrence of the following life stage events during the Policy Term:

- On marriage (only once during the Policy Term), the Basic Sum Assured would be increased by 50% of Basic Sum Assured at inception, subject to maximum increase of Rs. 2 crore.
- On live birth of first child, the Basic Sum Assured would be increased by 25% of Basic Sum Assured at inception, subject to maximum increase of Rs. 1 crore.
- On live birth of second child, the Basic Sum Assured would be increased by 25% of Basic Sum Assured at inception, subject to maximum increase of Rs. 1 crore.

Note: Under point b) or c), in case of the birth of twin children or triplets etc., in total only two increases shall be allowed and the option for increase can be exercised for first two children.

Life Stage Option (if opted at policy inception) can be exercised by Life Assured subject to following terms and conditions:

- The Policy should be In-force at the time of exercising the option, i.e. at the time of requesting for increase in Sum Assured on attaining the defined life stage events.
- If the policy has been revived before the exercise of this option, the revival of the policy should have been at standard rates as per the Board approved Underwriting Policy of the Corporation.
- The Life Assured's attained age should be 45 years (last birthday) or below as on the policy anniversary from which the additional cover shall be effective.
- Outstanding policy term shall not be less than the minimum policy term allowed under the product for regular premium payment at the time of issuance of original policy.
- The Life Assured is required to submit a written request for increase in Basic Sum Assured, within a period of 6 months from the date of occurrence of any of the above mentioned 3 life stage events.
- The increase in Basic Sum Assured shall be effective from the policy anniversary coinciding with or next policy anniversary following the date of acceptance of such request by the Corporation, and on payment of every such additional premium related to the respective life stage event(s).
- The Corporation reserves its right to not increase the Basic Sum Assured as per the Board approved underwriting policy.

On exercising the option for any of the defined life stage events and on acceptance of such request by the Corporation, 'Absolute amount assured to be paid on death' (i.e. Basic Sum assured) shall be enhanced by additional Basic Sum Assured (for each such event as per the suitable Endorsement to the Base Policy) on payment of additional premium(s) subject to the following:

- The additional premium(s) for additional Basic Sum Assured(s) opted by the Life Assured at different life stage event(s) shall be based on
 - attained age (last birthday) of the Life Assured and
 - the outstanding policy term
 as on the policy anniversary from which the additional cover shall be effective.
- The Premium Table as applicable at the time of issuance of original policy shall be used for the determination of additional premium(s) corresponding to the attained age and outstanding policy term as stated above. The rebate/loading, if any, as applicable under the policy at policy inception, shall also be considered for the determination of additional premium(s).
- The additional premium(s) shall continue to be payable along with the Premium payable under the policy from the policy anniversary from which the additional cover shall be effective.

Once the Basic Sum Assured is enhanced by exercising the life stage event option, the same cannot be withdrawn during the term of the policy.

PART E

Not Applicable.

PART – F: OTHER TERMS AND CONDITIONS

1. a) Assignments:

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:

Under Regular /Limited Premium Payment policy:

If the Life Assured (whether sane or insane) commits suicide at any time within 12 months from the date of commencement of risk under the policy or from the date of revival of the policy, as applicable, the Nominee or Beneficiary of the Life Assured shall be entitled to 80% of the total premiums paid (excluding any extra premium, rider premium and taxes, if collected explicitly) till the date of death, provided the policy is in force.

This clause shall not be applicable for a lapsed policy as nothing is payable under such policies.

Under Single Premium policy:

If the Life Assured (whether sane or insane) commits suicide at any time within 12 months from the date of commencement of risk under the policy, the Nominee or Beneficiary of the Life Assured shall be entitled to 80% of the Single Premium paid excluding any extra premium, rider premium and taxes, if collected explicitly.

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, if any, as per the prevailing rates, shall be payable by the policyholder on premiums (for Base Policy and Rider(s), if any) including extra premium(s) 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 any 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.

In case of unnatural death or death on account of or arising from an accident, the Corporation may call for the copies of First Information Report (FIR), Panchnama and Post Mortem report. The Corporation may also call for additional documents as may be required by them.

Policyholder or the claimant, as applicable, is required to intimate the Corporation, about the happening of the insured event resulting into a claim under the policy, at the earliest possible time.

- (b) **Surrender Claim:** 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. 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.

6. Benefit illustration: Your customized Benefit Illustration, if applicable, is enclosed to this Policy document.

7. Issuance of Duplicate Policy:

The Policyholder can make an application for duplicate Policy on payment of policy preparation charges, policy stamp charges and applicable taxes, if any, which are specified from time to time* upon loss of Policy Document along with other requirements as may be prescribed by the Corporation .

*As on January, 2025, the applicable duplicate policy preparation charge is Rs 75.00. In addition, Indemnity Bond notarized as per requisite stamp value is also required and the stamp fee for the same shall be borne by the Policyholder.

8. Governing Law and Jurisdiction:

The Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy

PART – G: STATUTORY PROVISIONS

Section 45 of the 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 (GROs) at Branch/ Divisional/ Zonal/ Central Office to redress grievances of customers. The customers can visit our website (<https://licindia.in/web/guest/grievances>) for names and contact details of the GROs and other information related to grievances.

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_complaints@ licindia.com](mailto:co_complaints@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 Policyholder's Protection and Grievance Redressal Department through any of the following modes:

- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre-(BIMA BHAROSA SHIKAYAT NIVARAN KENDRA))
- Sending an email to complaints@irdai.gov.in
- Register the complaint online at <https://bimabharosa.irdai.gov.in/>
- Address for sending the complaint through courier / letter:
General Manager, Policyholders Protection and Grievance Redressal 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 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 these 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 authorized 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 policyholder 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 subsection (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 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 subsection (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.