

PART B

Tata AIA Life Insurance Accidental Death and Dismemberment (Long scale) (ADDL) Rider – UIN- 110B028V03

Non-Linked, Non-Participating Individual Health Insurance Pure Risk Premium Rider

This is a Non-Linked, Non-Participating Individual Health Insurance Pure Risk Premium Rider, with rider coverage term equal to the premium paying term of the base plan

DEFINITIONS:-

1. **"Accident"** refers to a sudden, unforeseen and involuntary event caused by external, violent and visible means which occurs while the relevant Supplementary Contract is in force and during the lifetime of the Insured.
2. **"Accidental Death"** means the death of the Insured which results directly, solely and independently of any other causes from Bodily Injury AND occurs within 90 days of the date of Accident.
3. **"Accidental Dismemberment"** must be a result of a traumatic event caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes and within 90 days of such trauma, proved to the satisfaction of the insurer. The permanence of the disability will only be established 90 days following the date of the event causing the disability except in the case of complete severance of the hand at or above the wrist or foot at or above the ankle joint."
4. **"Accidental Injuries"** accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner, which occurs while the relevant Supplementary Contract is in force and within 90 days of Accident..
5. **"Basic Policy"** refers to the base plan to which this Supplementary Contract is attached.
6. **"Date of Commencement of Risk"** is the date as mentioned on the Policy Schedule.
7. **"Loss of Sight"** means total, permanent and irreversible loss of all vision in one or both eyes as a result of accident. The Loss of Sight must be evidenced by:
 - i. corrected visual acuity being 3/60 or less in one or both eyes or;
 - ii. the field of vision being less than 10 degrees in one or both eyesThe diagnosis of Loss of Sight must be clinically confirmed and must not be correctable by aides or surgical procedures.
8. **"Loss of Fingers or Toes"** means complete physical severance through or above the metacarpophalangeal or metatarsophalangeal joints.
9. **"Loss of Limb"** means physical separation of one or more limbs, at or above the wrist or ankle level limbs as a result of injury. This will include medically necessary amputation necessitated by injury. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.
10. **"Loss of Use"** means total permanent and irreversible loss of all functional use of a limb or organ.
11. **"Loss of Speech"** means:
 - i. Total and irrecoverable loss of the ability to speak as a result of injury to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.
 - ii. All psychiatric related causes are excluded.
12. **"Loss of Hearing"** means the Total and irreversible loss of hearing in both ears as a result of accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears.
13. **"Third Degree Burns"**: There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.
14. **"Maturity / Expiry Date"** of this Policy is shown on the Policy Schedule.
15. **"Supplementary contract"** means this contract of Insurance and is attached to the Base plan. In case of any conflicting provisions between the two, the Supplementary Contract shall prevail.
16. **"Policy Anniversary"** refers to the same date each year as the Policy Date.
17. **"Supplementary Contract Term"** shall mean the term until the policy term of the Basic Policy or You reach age 85, whichever is earlier.
18. **"You" or "Your"** means the Policyholder.
19. **"We", "Us", "Our" or "Company"** refers to the Tata AIA Life Insurance Company Limited.
20. **"Medical Practitioner"** means only a person holding a degrees of bachelor of medicine and bachelor of surgery (MB., BS.) or equivalent degrees and is registered and legally authorised by the Medical Council of India or the relevant authority in the geographical area of his practice to render medical or surgical services; but excluding a Physician who is the Insured himself or an agent of the Insured, an insurance agent, business partner(s) or employer/employee of the Insured or a member of the Insured's immediate family.

PART C

As per the Base Policy of Provisions. Please note the Additional Items given below

1. BENEFITS

This is optional Premium Paying Supplementary contract.

- a. In case of Accidental Death or Accidental Dismemberment or Accidental Burns, the Insured while the Basic Policy and Supplementary is in force, the amount payable shall be percentage of Sum Assured under this Supplementary Contract according to the Tables and provisions below:

Table 1: Accidental Death and Accidental Dismemberment

Accidental Death and Accidental Dismemberment	Amount of Benefit (% of Rider SA)
Loss of Life	100%
Loss of Sight of one eye	50%
Loss of Sight of both eyes	100%
Loss of or Loss of Use of one Limb	50%
Loss of or Loss of Use of two Limbs	100%
Loss of Speech and Loss of Hearing	100%
Loss of Hearing	
- both ears	75%
- one ear	25%
Loss of Speech	50%
Loss of or Loss of Use of four Fingers and Thumb of	
- right hand	70%
- left hand	50%
Loss of or Loss of Use of four Fingers of	
- right hand	40%
- left hand	30%
Loss of or Loss of Use of one Thumb	
- both right joints	30%
- one right joint	15%
- both left joints	20%
- one left joint	10%
Loss of or Loss of Use of Fingers	
- three right joints	10%
- two right joints	7.5%
- one right joint	5%
- three left joints	7.5%
- two left joints	5%
- one left joint	2%
Loss of or Loss of Use of Toes	
- all-one foot	15%
- great-both joints	5%
- great-one joint	3%
Shortening of leg by at least 5cms	7.5%

Note: If the Insured is left-handed, the percentage for the various Accidental Injuries listed in the above schedule of right hand and left hand will be transposed.

Table 2: Accidental Burns - If the Insured suffers Third Degree Burns due to Accident, We will pay the following amount of benefit if the burnt area occurs and involves:

Area	Damage as a Percentage of Total Body Surface Area	Amount of Benefit (% of Rider SA)
a) Head	Equal to or greater than 2% but less than 5%	50%
	Equal to or greater than 5% but less than 8%	75%
	Equal to or greater than 8%	100%
b) Body	Equal to or greater than 10% but less than 15%	50%
	Equal to or greater than 15% but less than 20%	75%
	Equal to or greater than 20%	100%

- a. The Insured will be entitled to maximum 100% of the Sum Assured if more than one loss under tables 1 and 2 above results from the same Accident.
- b. This Rider Contract will continue up to 100% of the Sum Assured due to Accident resulting in losses under tables 1 and 2 above. In case the loss is less than 100% the rider will continue for the balance Sum Assured

b. Double Indemnity

The amount of benefit provided in the Table 1 & 2 above shall be doubled if the Accidental Death or Accidental Dismemberment for which the benefit is payable occurs under any of the following circumstances:

- i. While the Insured is riding as a fare paying passenger on commercially licensed public land transportation over an established route such as a bus, tram or train. A taxi or any form of transport chartered for private travel is excluded.
 - ii. While the Insured is in an elevator car (elevators in mines and on construction sites excluded) duly certified to carry passengers; or
 - iii. As a direct result of the burning of the following public buildings ONLY: theatre, cinema, public auditorium, hotel, school and hospital.
 - iv. When the Insured is on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- c. You cannot request for cancellation of this Supplementary contract.
- d. Acceptance of claim under this Supplementary Contract shall not affect the benefits of the Basic Policy.
- e. There is no maturity value in this Supplementary Contract

2. Change of Occupation

- i. In the event the Insured changes his occupation or job duty to one classified by us as more hazardous than that stated while applying for this Supplementary Contract or in subsequent endorsement to this Supplementary Contract, you shall immediately notify us in writing.
- ii. We shall adjust the premium accordingly and charge the revised premium from the immediate next Premium Due Date. If such notification is not made and the Insured is injured after having changed his occupation to a more hazardous one or while doing anything pertaining to such

more hazardous occupation, we shall pay only such portion of the amount of benefit provided in this Supplementary Contract as the premium paid would have purchased at the rates and within the limits fixed by us for such more hazardous occupation.

- iii. In case the occupation or job duty the Insured has changed to is one classified as non-insurable by us, we shall terminate the relevant Supplementary Accident Contract and return the unearned premium on a pro rata basis from the date of change. We shall not be liable for any claims arising after such change of occupation for which we are not notified.

3. PREMIUM PAYMENT

This Contract follow the frequency and method of premium payment of the Basic Policy and any changes thereof. If the Rider has not acquired surrender value, it shall lapse on non-payment of premium for Base Policy and/or Supplementary Contract.

This Supplementary Contract can be revived along with the Basic Policy within five years from the due date of first unpaid premium ("Revival Period") as per Revival clause of the Basic Policy. The Rider cannot be revived independently and can be revived along with the revival of the Base Policy only.

4. TERMS AND CONDITIONS

For the purpose of this Supplementary Contract, the clauses covering Free Look, Revival, Grace Period, Fraud & Non-Disclosure, Misstatement of Age & Gender and Exclusions in the Basic Policy shall apply.

5. APPLICATION OF THIS SECTION

In case of conflicting provisions between the Basic and Supplementary Contract, the later shall prevail.

6. EXCLUSIONS

a) Exclusion in case of Suicide

In case of death due to suicide within 12 months from the Date of Commencement of Risk under the Policy or from the date of revival of the Policy, as applicable, the nominee or beneficiary of the Policyholder shall be entitled to at least 80% of the Total Premiums Paid till the date of death or the Surrender Value available as on the date of death whichever is higher, provided the Policy is in force.

b) Other Exclusions

No benefit shall be payable for any losses caused directly or indirectly, wholly or partly, by any one of the following occurrences:

- a. Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane.
- b. Pre-existing disease, which means any condition, ailment, injury or disease:

- that is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its revival, or
- for which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its revival.

Wherever the proximate cause is accident which has occurred after the policy inception date, this exclusion shall not apply.

- c. War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- d. Committing an assault, a criminal offence, an illegal activity or any breach of law.
- e. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee jumping
- f. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- g. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- h. Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- i. Death or bodily injuries which result directly, solely and independently of any other causes from an Accident AND which occurs after 90 days of the Accident are excluded. In the event the Insured enters into a Coma (as per definition of health regulations) within 90 days after the date of Accident and the death of the Insured occurs 90 days after the date of Accident, such a claim shall be payable, provided that the claimant can prove using primary medical records that the death of the Insured resulted directly and solely from accident and independent of any other causes.
The rider would not be offered to any excluded group as mentioned above in the exclusions.

PART D

As per the Base Policy of Provisions. Please note the Additional Items given below

TERMINATION

Notwithstanding anything contained herein or in the Basic policy, this Supplementary Contract shall automatically terminate by the occurrence of the earliest of the following:

- a. End of the completion of Supplementary Contract
- b. Termination of Basic Policy
- c. On the date of Accident resulting in the loss as mentioned in Table 1 and 2 of this contract –subject to maximum 100% of the Rider Sum Assured
- d. Basic Policy along with this Supplementary Contract not revived within revival period of Basic Policy
- e. Payment of surrender value

Termination or cancellation of the Supplementary Contract shall be without prejudice to any claim arising prior to such termination or cancellation unless otherwise specified. The payment to or acceptance by us or our agent of any premium subsequent to termination or cancellation shall not create any liability on our part except to refund any such premium.

NON-FORFEITURE PROVISIONS

Surrender Benefit:

If You have chosen Limited Pay option, the Rider may be surrendered at any point during the Rider Term, however it shall acquire a Surrender Value only if:

at least 2 (two) full years' Rider Premiums have been paid, where the Rider Payment Term is less than 10 years; or

at least 3 (three) full years' Rider Premiums have been paid, where the Rider Payment Term is 10 year or above, wherein:

Surrender Value is equal to:

$$75\% \times (\text{Total Rider Premiums paid excluding the first year's Rider Premium}) \times ((\text{Policy Term} - \text{Premium Payment Term}) / \text{Policy Term}) \times (\text{Balance Policy Term} / \text{Policy Term})$$

No surrender benefit shall be payable in case of Regular Pay option.

Reduced Paid-Up

Provided the Rider has acquired Surrender Value, if subsequent Premium remain unpaid at the end of Grace Period, this Rider shall be converted into a Reduced Paid-up Policy by default.

Reduced Paid-up Rider is a default non forfeiture benefit. Reduced Paid-Up Rider, shall continue as Reduced Paid-up Rider unless revived within Revival Period (i.e. 5 years from the due date of the first unpaid Rider Premium) by payment of all due Rider Premiums together with interest.

In case of Reduced Paid-up Rider, the benefit shall be payable as under:

$$\text{Reduced Rider Sum Assured} = (\text{Total Rider Premium Paid} / \text{Total Rider Premiums payable as per Premium Payment Term}) \times \text{Rider Sum Assured}$$

The Rider may alone be surrendered separately or its gets surrendered if the Base Policy is surrendered.

In case the Base Policy is converted to Reduced Paid-up and the Rider has acquired a Surrender Value, the Rider will also be converted to Reduced-paid up.

PART E

Not Applicable for this Rider

PART F

As per the Base Policy of Provisions Please note the Additional Items given below

1. ASSIGNMENT

Assignment allowed as per Section 38 of the Insurance Act 1938 as amended from time to time.

The simplified version of the provisions of Section 38 is enclosed in annexure – 1 for reference.

2. NOMINATION

Nomination allowed as per provisions of Section 39 of the Insurance Act 1938 as amended from time to time.

The simplified version of the provisions of Section 39 is enclosed in annexure – 2 for reference.

3. FRAUD AND MISREPRESENTATION

Section 45 of the Insurance Act, 1938 as amended from time to time. The simplified version of the provisions of Section 45 is enclosed in annexure – 3 for reference

All other conditions will be as per the base policy.

4. CLAIMS REQUIREMENTS

For processing the claim request under this policy, we will require the following documents:

Type of Claim	Requirement
Death due to Accident	a) Claim Forms - Part I: Application Form for Death Claim (Claimant's Statement) along with NEFT form - Part II: Physician's Statement - to be filled by last attending physician
	b) Death Certificate issued by a local government body like Municipal Corporation
	c) Medical Records (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc) ¹
	d) Claimant's Photo ID with age proof & relationship with the Insured along with Address proof of the claimant and Cancelled cheque with name and account number printed or cancelled cheque with copy of Bank Passbook / Bank Statement If no nomination - Proof of legal title to the claim proceeds (e.g. legal succession paper)
If Death due to Accident (to be submitted in addition to the above)	a) In case of accidental death in addition to the above documents, we would require the following documents - - Postmortem report (Autopsy report) & Chemical Viscera report - if performed; - All Police Papers – Panchnama, Inquest, First Information Report (FIR) and Final Investigation Report.

Type of Claim	Requirement
Disability and Dismemberment Claim	a) Claim Forms - Part I: Application Form for Disability/Dismemberment Claim (Claimant's Statement) along with NEFT form - Part II: Confidential Medical Report - to be filled by attending physician
	b) Attested True Copy of Indoor Case Papers of the Hospital
	c) Discharge Summary of Present and Past Hospitalizations
	d) Insured's PAN Card OR Form 60, Insured's Address proof
	e) Bank Details of the Insured – Cancelled cheque (with printed name and account number)/bank passbook and NEFT Form
	f) Disability Certificate by attending Physician / Institute for disabled
	g) Rehabilitation Certificate - if applicable
	h) Employer's written confirmation / statement - for Disability claim
	i) All related Medical Examination Reports, e.g. Laboratory test reports X-Ray / CT Scan / MRI Reports & Plates, Ultrasonography Report Clinical / Hospital Reports
	h) Clinical Photographs showing the injured areas - if available
If Death due to Accident (to be submitted in addition to the above)	All police reports- First Information Report Final Investigation Report

¹This is applicable if insured was in hospital at the time of death or any time prior to the date of death.

Please submit copies of the following documents certified / attested by the issuing authority. (Original Seen Verified (OSV) by Branch Personnel will also be accepted) –

- All Police papers – Panchnama, Inquest, First Information Report and Final Investigation Report.
- Medical Records (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc).
- Postmortem report (Autopsy report) & Chemical Viscera report (certified by Police / Magistrate / Court will also be accepted)

Copies of the other documents to be submitted by self-attestation of the claimant

Note-

In case the claim warrants any additional requirement, We reserve the right to call for the same.

Notification of claim & submission of the claim requirements does not mean admission of the claim liability by the Company.

No agent is authorized to admit any liabilities on behalf of the Company, nor to alter this list of documents or any claims requirements called for by the Company.

PART G

As per the Base Policy Provisions

Annexure 1

Section 38 - Assignment and Transfer of Insurance Policies

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

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

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person

a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

b. may institute any proceedings in relation to the policy

c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

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

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]

Annexure 2

Section 39 - Nomination by policyholder

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

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
 02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
 03. Nomination can be made at any time before the maturity of the policy.
 04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
 05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
 06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
 07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
 08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
 09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
 13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of them
- the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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Annexure 3

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by 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 specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call 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 of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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