

## 2. PART B

**Tata AIA Life Insurance Sampoorna Raksha** (UIN: 110N129V04) is a Non-Linked, Non-Participating, Individual Life Insurance Pure Risk Premium Product.

### 2.1. Basic Definitions

**"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.

**"Accidental Death"** means the death of the Life Assured which results directly, solely and independently of any other causes from Bodily Injury AND occurs within 90 days of the date of Accident.

**"Annualised Premium"** shall be the premium amount payable in a year chosen by the policy holder, excluding the taxes, rider premiums underwriting extra premiums and loading for modal premiums, if any.

**"Basic Sum Assured"** is the guaranteed amount of the benefit that is payable on the death of the Life Assured under this Policy. Basic Sum Assured is shown in the Policy Schedule.

**"Claimant"** means the Policyholder or the Life Assured or the Nominee or the Assignee or the Legal heir of the Policyholder as the case may be.

**"Date of Commencement of Risk"** is the date as mentioned on the Policy Schedule.

**"Life Assured"/"Life Insured"/"Insured"** means the person whose life is assured under the Policy as shown on the Policy Schedule.

**"Interpretation"** Whenever the context requires, the masculine form shall apply to feminine and singular terms shall include the plural.

**"Maturity Date"** means the date specified in the Schedule on which the Maturity Benefit becomes payable

**"Outstanding Amount"** means any unpaid premiums, deductibles and any other amounts owed to the Company.

**"Policy"** means this contract of insurance

**"Policy Anniversary"** refers to the same date each year as the Policy Date.

**"Policyholder"** includes a person to whom the whole of the interest of the policyholder in the policy is assigned once and for all, but does not include an assignee thereof whose interest in the policy is defeasible or is for the time being subject to any condition.

**"Policy Date"** as shown in the Policy Schedule is the date from which Policy Anniversaries, Policy Years, Policy Months and Premium Due Dates are determined.

**"Premium"** means the amount payable by you during the premium payment term.

**"Premium Payment Term"** is the number of years that premium is payable for and is mentioned on the Policy Schedule.

**"Policy Term"** is the maximum period in years for which the policy can remain in-force and is mentioned on the Policy Schedule.

**"Revival Date"** is the approval date of Revival of the Policy.

**"Total Premiums Paid"** means total of all the premiums received, excluding any extra premium, any rider premium and taxes.

**"We", "Us", "Our" or "Company"** refers to Tata AIA Life Insurance Company Limited.

**"You" or "Your"** means the Policyholder.

## 3. PART C

### 3.1. Key Benefits

#### 3.1.1. Survival Benefit

There is no Survival benefit in this plan.

#### 3.1.2. Maturity Benefit

There is no maturity benefit in this plan.

#### 3.1.3. Death Benefit

**Option 1: "Sum Assured on Death" payable on Death**

Upon death of the insured during the term of the policy, provided the policy is in force, the death benefit payable immediately to the Nominee will be the "Sum Assured on Death".

The Policy shall terminate on payment of the Death Benefit and no other benefit under the policy shall be payable.

**Option 2: "Sum Assured on Death" payable on Death & Monthly Income thereafter for 10 years**

Upon death of the insured during the term of the policy, provided the policy is in force, the death benefit payable immediately to the Nominee will be the "Sum Assured on Death". Along with the "Sum Assured on Death", the Nominee shall also receive a monthly income equal to 1% of Basic Sum

Assured for 10 years starting from the next monthly anniversary following the date of death. The nominee also has an option to receive the commuted value of the future income benefits as a lumpsum. The lumpsum amount is calculated as Discounting factor multiplied by Basic Sum Assured. The discounting factors are calculated using discounting rate of interest of 7.5% per annum are as given in the Discounted factor table (Annexure 1).

The policy shall terminate on payment of the death benefit and no benefit other than income benefit shall be payable under the policy.

**Option 3: "Enhanced Sum Assured on Death" payable on Death**

Upon death of the insured during the term of the policy, provided the policy is in force, the death benefit payable immediately to the Nominee will be the "Enhanced Sum Assured on Death".

The Policy shall terminate on payment of the Death Benefit and no other benefit under the policy shall be payable.

**Option 4: "Enhanced Sum Assured on Death" payable on Death & Monthly Income thereafter for 10 years**

Upon death of the insured during the term of the policy, provided the policy is in force, the death benefit payable immediately to the Nominee will be the "Enhanced Sum Assured on Death". Along with the Enhanced Sum Assured on Death, the Nominee shall also receive a monthly income equal to 1% of Basic Sum Assured chosen at inception, for 10 years starting from the next monthly anniversary following the date of death. The nominee also has an option to receive the commuted value of the future income benefits as a lumpsum. The lumpsum amount is calculated as Discounting factor multiplied by Basic Sum Assured. The discounting factors are calculated using discounting rate of interest of 7.5% per annum are as given in the Discounted factor table (Annexure 1).

The policy shall terminate on payment of the death benefit and no benefit other than income benefit shall be payable under the policy.

"Sum Assured on Death" for Option 1 & 2 shall be defined as the highest of the following:

- 10 times the Annualised Premium
- 105% of the Total Premiums Paid up to date of death
- Minimum Guaranteed Sum Assured on Maturity
- Absolute amount assured to be paid on death

The Absolute amount assured to be paid on death for Option 1 & 2 is the Basic Sum Assured.

"Enhanced Sum Assured on Death" for Option 3 & 4 shall be defined as the highest of the following:

- 10 times the Annualised Premium
- 105% of the Total Premiums Paid up to date of death
- Minimum Guaranteed Sum Assured on Maturity
- Absolute amount assured to be paid on death

The Absolute amount assured to be paid on death for Option 3 & 4 is the Enhanced Sum Assured at the time of death.

Enhanced Sum Assured at the time of Death shall be the Basic Sum Assured increased by a simple rate of 5% per annum, at each policy anniversary, subject to maximum of 200% of Basic Sum Assured chosen at policy inception.

Minimum Guaranteed Sum Assured on Maturity is nil for each of the above mentioned four (4) options as there is no maturity benefit under the plan.

All taxes, duties, surcharge, cesses or levies shall be collected separately over and above the policy premiums.

#### 3.1.4. Large Sum Assured Discount

For Regular and Limited Pay

Large Sum Assured Discount shall be expressed as a percentage of premium are as follows:

SA Band	Option 1	Option 2	Option 3	Option 4
50 lakhs to 74 lakhs	0.00%	0.00%	0.00%	0.00%
75 lakhs to 99 lakhs	10.00%	5.00%	10.00%	5.00%
1 crore to 1.99 crore	20.00%	15.00%	20.00%	15.00%
2 crore & above	25.00%	20.00%	25.00%	20.00%

#### 3.1.5. Premium details

##### 3.1.5.1. Plan change / Conversion option

Plan change/ Conversion is not allowed under this Policy

### 3.1.5.2. Payment

- a. All premiums are payable on or before their due dates to us either at our issuing office or to our authorized Officer or Cashier.
- b. Collection of advance premium shall be allowed, if the premium is collected within the same financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, We may collect the same for a maximum period of three months in advance of the due date of the premium.
- c. The Premium so collected in advance shall only be adjusted on the due date of the premium.

### 3.1.5.3. Change of frequency of premium payment

You may change the frequency of premium payments by written request. Subject to our minimum premium requirements, premiums may be paid on Annual, Half- yearly, Quarterly or Monthly mode at the premium rates applicable on the Issue Date.

### 3.1.5.4. Default

After payment of the first premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment.

### 3.1.5.5. Grace period

A Grace Period of fifteen (15) days for monthly mode and thirty (30) days for all other modes, from the due date will be allowed for payment of each subsequent premium. The Policy will remain in-force during this period. If any regular premium remains unpaid at the end of its Grace Period, the Policy shall lapse. For limited pay policy, if the full premium for the first 2 policy years (for policies with Premium Payment Term of less than 10 years) & 3 policy years (for policies with Premium Payment Term more than or equal to 10 years) remains unpaid at the end of their grace period, the policies shall lapse from the due date of the first unpaid premium. If any claim occurs during the grace period, the death claim shall be paid after deducting any due premium (without Interest) before settlement.

### 3.1.5.6. Deduction of premium at claim

If a claim is payable under this Policy, any balance of the premiums due for the full policy year in which death occurs shall be deducted from the proceeds payable under the Policy.

### 3.1.6. Payment of benefits

The benefit under the Policy shall be payable to the Claimant who will be either the Policyholder, Nominee(s), Legal Heir(s) or a legal representative as declared by a Court of competent jurisdiction.

Once the benefits under this Policy are paid to a Claimant, the same shall constitute a valid discharge of Our liability under this Policy.

## 4. PART D

### 4.1. Free look period

If the policyholder is not satisfied with the terms & conditions/ features of the policy, the Policyholder has the right to cancel the Policy by providing written notice to the Company stating objections/reasons and receive a refund of all premiums paid without interest after deducting a) Proportionate risk premium for the period of cover, b) Stamp duty and medical examination costs (including applicable taxes, cesses and levies) which have been incurred for issuing the Policy. Such notice must be signed by the Policyholder and received directly by the Company within 15 days after the Policyholder receives the Policy Document. The said period of 15 days shall stand extended to 30 days, if the policy is sourced through distance marketing or electronic mode.

Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through voice mode, SMS electronic mode, physical mode (like postal mail) or any other means of communication other than in person or through online sales.

Distance Marketing will include sales through Direct Sales (other than in person).

The Proportionate risk premium will be determined as under:

("Sum Assured on death" / "Enhanced Sum Assured on death" plus Net Present Value of future income benefits, if any, at State Bank of India (SBI) [or any other public sector undertaking bank] domestic term deposit rate for '1 year to less than 2 years', plus 2%) multiplied by (mortality rate) multiplied by (number of days for the period on cover /365). The current interest rate on revival from 1st October 2019 is 8.50% simple p.a. (i.e. SBI interest rate of 6.50% + 2%).

### 4.2. Revival

If a premium is in default beyond the Grace Period and subject to the Policy not having been surrendered, it may be revived, in accordance with prevailing Underwriting Guidelines duly approved by the Board within five years after the due date of the first unpaid premium and before Maturity

subject to: (i) Your written application for revival; (ii) production of Insured's current health certificate and other evidence of insurability satisfactory to Us; (iii) payment of all overdue premiums with interest.

Interest on premiums will be compounded at an annual rate which we shall determine.

The evidences and any medical requirements called for are in line with the prevailing Underwriting Guidelines duly approved by the Board & the Health Declaration by the Life Assured. Any revival shall only cover loss or Insured event which occurs after the revival date.

Any evidence of insurability requested at the time of revival will be based on the prevailing Underwriting Guidelines duly approved by the Board.

The applicable interest rate for revival is determined using the State Bank of India (SBI) [or any other public sector undertaking bank] domestic term deposit rate (for tenure '1 year to less than 2 years'), plus 2%. Any alteration in the formula will be subject to prior approval of IRDA of India. The current interest rate on revival from 1st October 2019 is 8.50% p.a. (i.e. SBI interest rate of 6.50% + 2%) compounding annually.

### 4.3. Loan

Not allowed under this plan.

### 4.4. Loan interest

Not allowed under this plan.

### 4.5. Non forfeiture provisions

At any time during the policy term, if the premiums are not paid within the Grace Period, the policy will lapse. This will only be true in case of regular premium policies; & those limited Pay policies for which premiums have been paid for less than 2 years (for policies with Premium Payment Term of less than 10 years) & 3 years (for policies with Premium Payment Term more than or equal to 10 years). Such policy may be revived, within five years from the due date of the first unpaid premium.

Under Limited Pay options, if full premiums for at least two (2) policy years (for policies with Premium Payment Term of less than 10 years) or at least three (3) policy years (for policies with Premium Payment Term more than or equal to 10 years) are not paid within the grace period, the policy shall lapse from the due date of unpaid premium and no benefits will be payable. In case of regular premium policies, if the premium is not paid within the grace period, the policy will lapse.

However, if full premiums have been paid for at least two (2) policy years (for policies with Premium Payment Term of less than 10 years) or for at least three (3) policy years (for policies with Premium Payment Term more than or equal to 10 years) under Limited Pay, and then failed to pay the subsequent premium within the Grace Period, the Policy will be converted into a Reduced Paid-up Policy by default.

#### 4.5.1. Surrender Benefit

**For Regular Pay:** No Surrender Benefit is available under this product for Regular premium payment option.

**For Limited Pay:** If all the premiums for the full two (2) policy years (for policies with Premium Payment Term of less than 10 years) & three (3) policy years (for policies with Premium Payment Term more than or equal to 10 years) are paid, the policy can be surrendered any time till maturity. The surrender value payable is as follows:

Surrender Value Factor multiplied by Total Premiums Paid

Please refer Company's website or visit nearest branch for more details on the applicable surrender value factors.

#### 4.5.2. Reduced Paid-Up

**For Regular Pay:**

No Reduced Paid-up value is available under this product for Regular premium payment option.

**For Limited Pay options:**

The policy will be converted into a Reduced Paid-up policy by default, provided if all premiums for at least first two (2) policy years (for policies with Premium Payment Term of less than 10 years) & three (3) policy years (for policies with Premium Payment Term more than or equal to 10 years) is paid and subsequent premiums remain unpaid.

Reduced Paid up policy is a default non forfeiture benefit. Such reduced paid up policies can be revived within five (5) years from the due date of first unpaid premium by payment of all due premiums together with interest as mentioned in Clause 4.2 ("Revival") of this Policy. Once Policy becomes reduced paid up and is not revived till the end of the revival period, as per Clause 4.2 ("Revival") of this Policy, it will continue to be in reduced paid-up status.

Once the policy is converted into a Reduced Paid-up policy, subsequent

increase under Option 3 & 4 will be on the basis of the reduced Paid up Sum Assured, subject to maximum of 200% of reduced Paid up Sum Assured.

The benefits to be paid in case of Reduced Paid up policies are as follows. For the purpose of the benefit descriptions below, the "Reduced Paid-up (RPU) Factor" at any point during the term of the policy shall be defined as:  $RPU \text{ Factor} = (\text{No of Premiums paid}) / (\text{No of Premiums Payable during the entire policy term})$

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

**Death Benefit for all the four options:**

**Death Benefit for Option 1 & 3:**

The death benefit detailed under Death Benefit above shall be payable after proportionately reducing the amount by the RPU Factor,

For Option 1, Death benefit = "Sum Assured on Death" multiplied by RPU Factor

For Option 3, Death benefit = "Enhanced Sum Assured on Death" multiplied by RPU Factor

This total amount will be subject to a minimum of 105% of the Total Premiums Paid up to date of death.

**Death Benefit for Option 2 & 4:**

The death benefit detailed under Death Benefit above shall be payable after proportionately reducing the amount by the RPU Factor,

For Option 2, Death benefit = "Sum Assured on Death" multiplied by RPU Factor

For Option 4, Death benefit = "Enhanced Sum Assured on Death" multiplied by RPU Factor

This total amount will be subject to a minimum of 105% of the Total Premiums Paid up to date of death.

For Option 2 & 4, monthly income of 1% of (Basic Sum Assured multiplied by RPU Factor) for 10 years from the next monthly anniversary following the Date of Death, is payable. The nominee also has an option to receive the commuted value of the future income benefits as a lumpsum, discounted using the SBI domestic term deposit rate for '1 year to less than 2 years', plus 2%.

However, from the due date of first unpaid premium, but not later than 5 years from the due date of First Unpaid Premium; the policy can be revived by payment of full arrears of premiums together with interest.

Provided the Policy has not been Surrendered, the Policy shall continue to be in Reduced Paid-up status unless revived within five years from the due date of first unpaid premium, by paying all due premiums together with interest as mentioned in Clause 4.2 ("Revival") of this Policy.

**Survival Benefit:**

There is no survival benefit in this plan.

**Maturity Benefit:**

There is no maturity benefit in this plan.

## 5. PART E

Not Applicable for this Product

## 6. PART F

### 6.1. Policy Contract

This Policy Contract is issued on the basis of the details provided by you in the Proposal Form and the Declaration signed by you, on receipt of the required premium amount and any attached endorsement given at the time of issuing this Policy. The Policy, proposal for it, the Policy Schedule and any attached endorsements constitute the entire contract. The terms and conditions of this Policy cannot be changed or waived except by endorsement duly signed by our authorized officer.

Your Policy consists of the basic insurance plan and any endorsements which may be attached to it

### 6.2. Fraud, Misrepresentation and Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of 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 – (4) for reference.

### 6.3. Exclusion

#### 6.3.1. 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 up to date of death or the surrender value available as on the date of death whichever is higher, provided the Policy is in force.

### 6.4. Misstatement of age and gender

Subject to Section 45 of the Insurance Act, 1938 as amended from time to time.

This Policy is issued at the age and gender shown on the Policy Schedule which is the Insured's declared age at last birthday and declared gender in the proposal. If the age and/or gender is misstated and higher premium should have been charged, the benefit payable under this Policy shall be after deduction of such difference of premium along with interest thereon. In such cases, the policy shall be subject to re-underwriting and the Sum Assured shall be subject to Your eligibility as per Our Underwriting norms and the premium to be deducted shall be calculated proportionately on such Sum Assured payable. If the Insured's age/gender is misstated and lower premium should have been charged, the Company will refund any excess premiums paid without interest. If at the correct age/gender it is found that the Life Assured was not eligible to be covered under this Policy pursuant to our Underwriting rules, the Policy shall be void-ab-initio and the Company will refund the all the Premiums paid without interest after deducting all applicable charges like medical, Stamp duty, Proportionate Risk premium along with applicable taxes, cesses and levies, etc., incurred by the Company under the Policy.

### 6.5. 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 – (3) for reference.

### 6.6. 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 – (2) for reference.

### 6.7. Juvenile Provisions

Not Applicable for this Plan.

### 6.8. Currency and place of payment

All amounts payable either to or by Us will be paid in the Indian currency. Such amounts will be paid by a negotiable bank draft or cheque drawn on a bank or NEFT (National Electronic Funds Transfer) or electronic clearing systems. All amounts due from Us will be payable from Our office.

### 6.9. Loss of policy document

If the Policy Document is lost or destroyed, then at the request of the Policyholder, the Company, will issue a duplicate Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy Document.

Upon the issue of the duplicate policy Document, the original Policy Document immediately and automatically ceases to have any validity. The Company will charge a fee of ₹ 250 along with the applicable taxes, cesses and taxes, for the issuance of a duplicate Policy Document.

These charges are subject to revision by the Company from time to time.

### 6.10. Freedom from restrictions

Unless otherwise specified, this Policy is free from any restrictions upon the Life Assured as to travel, residence or occupation. Even though there are no restrictions under this Policy, the attached riders (if any) may have occupational exclusions for the cover as specified in the rider terms and conditions.

### 6.11. Taxes

All Premiums, Charges, and interest payable under the policy are exclusive of applicable taxes, duties, surcharge, cesses or levies which will be entirely borne/ paid by the Policyholder, in addition to the payment of such Premium, charges or interest. Tata AIA Life shall have the right to claim, deduct, adjust, recover the amount of any applicable tax or imposition, levied by any statutory or administrative body, from the benefits payable under the Policy.

### 6.12. Change in Basic Sum Assured

Increase / Decrease in Basic Sum Assured is not allowed in this Policy.

### 6.13. Claims

**Notice of Claim** – All cases of death must be notified to us in writing within 90 days of occurrence of death. However, we may condone delay on merit for delayed claims where the reason for delay is proved to be for reasons beyond the control of the claimant. In case of any delay on the part of the Company to process the claim within extant regulatory timeline, We shall pay interest as may be prescribed by the IRDAI from time to time.

Please note that all death claims will be payable to the nominee/legal heir of the Insured policy holder.

**Filing Proof of Claim** – Unless otherwise specified, duly filled in requisite forms along with proof of loss shall be furnished to us, at the claimant's expenses, within 90 days from the date the Insured event happens. A list

of documents required in general, is attached to the Policy. However, submission of such documents, forms or other proof shall not be construed as an admission of liabilities by the Company and we reserve right to request additional proof and/or documents in support.

#### 6.14. Claims requirements

##### 6.14.1. Death claims requirements

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

Type of Claim	Requirement
Death (all causes of death other than the Accidental Death)	a) Claim Forms <ul style="list-style-type: none"> <li>Part I: Application Form for Death Claim (Claimant's Statement) along with NEFT form</li> <li>Part II: Physician's Statement - to be filled by last attending physician</li> </ul>
	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) <sup>1</sup>
	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 <b>If no nomination</b> - 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)	e) In case of accidental death in addition to the above documents, we would require the following documents - <ul style="list-style-type: none"> <li>Postmortem report (Autopsy report) &amp; Chemical Viscera report - if performed;</li> <li>All Police Papers – Panchnama, Inquest, First Information Report (FIR) and Final Investigation Report.</li> </ul>

<sup>1</sup>This 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.

#### 6.15. Claims Intimation Process

Please inform the company immediately upon occurrence of death.

A claim can be made through any of the following avenues:-

- Online at [www.tataaia.com](http://www.tataaia.com)
- Email - [Customercare@tataaia.com](mailto:Customercare@tataaia.com)
- Call our helpline number 1-860-266-9966 (local charges apply)
- Walk into any of the Company branch office
- Write directly to us on following address:

##### Tata AIA Life Insurance Company Limited

B- wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) – 400 607, Maharashtra.

#### 6.16. Change in address of Policyholder or Nominee

In order to provide You better services, We request You to intimate us in the event of any change in the address of the Policyholder or the nominee.

### 7. PART G

#### CONSUMER INFORMATION

#### POLICYHOLDER'S SERVICING

With regards to any query or issue related to the Policy, the Policyholder can contact the Company through the following service avenues

- Contact your Tata AIA Life agent / distributor
- Call our helpline number 1-860-266-9966 (local charges apply)
- E-mail us at [customer@tataaia.com](mailto:customer@tataaia.com)
- Visit the nearest the Tata AIA Life branch or CAMS Service Center
- Log on to Online Customer Portal by visiting [www.tataaia.com](http://www.tataaia.com)
- Write to Us at – Tata AIA Life Insurance Company Limited, B-Wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) – 400 607, Maharashtra.

#### GRIEVANCE REDRESSAL PROCEDURE

##### 1) Resolution of Grievances

Customers can register their grievances through multiple service avenues:

- Call our helpline number 1-860-266-9966 (local call charges apply)
- Email us at [life.complaints@tataaia.com](mailto:life.complaints@tataaia.com)
- Login to online policy account on [www.tataaia.com](http://www.tataaia.com)
- SMS SERVICE to 58888 to receive a call back from our Customer Service Representative
- Visit any of the nearest Tata AIA Life branches or CAMS Customer Service Centers
- Contact your Tata AIA Life agent/distributor
- Write to us on the following address:

Grievance Redressal Department

##### Tata AIA Life Insurance Company Limited

B- wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) – 400 607, Maharashtra.

- We shall acknowledge a customer's grievance within 3 business days by providing the customer with the name of the Grievance Redressal Executive who is responsible to handle the grievance.
- We shall provide the customer with an equitable resolution within 2 weeks of receipt of the grievance.
- In case customers wishes to contact us during the course of the assessment, they can contact us at any of the above mentioned touch points.
- All Tata AIA Life branches have a Grievance Redressal Officer who can be contacted for any support during the grievance redressal process.

##### 2) Escalation Mechanism

In case customers are not satisfied with the decision of the above offices, or has not received any response within two weeks, they may contact the following officials for resolution:

- 1st level of Escalation: Senior Manager - Customer Service
- 2nd level of Escalation: Head - Customer Service
- 3rd level of Escalation: Grievance Redressal Officer (GRO)

For escalations, customers can email to [head.customerservice@tataaia.com](mailto:head.customerservice@tataaia.com) or write to –

##### Tata AIA Life Insurance Company Limited,

B-Wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) – 400 607 Maharashtra

We request our customers to follow the escalation mechanism in case of non receipt of response or unsatisfactory response from the concerned persons mentioned above.

If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

##### Consumer Affairs Department - Grievance Redressal Cell.

Insurance Regulatory and Development Authority of India

Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500 032.

##### 3) Insurance Ombudsman:

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Delay in settlement of claim
- Partial or total rejection of claim;
- Dispute with regard to premium;

- Misrepresentation of policy terms and conditions;
- Legal construction of the policy in so far as dispute related to claim;
- Grievance relating to policy servicing;
- Issuance of policy which is not in conformity with proposal form;
- Non- issuance of your insurance document; and
- Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned hereinabove.

Please refer to our website [www.tataaia.com](http://www.tataaia.com) for further details in this regard.

The list of Ombudsman address is attached as Annexure 1

The complaint should be made in writing duly signed by the complainant or through his legal heirs, nominee or assignee, and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. As per provision 14(3) of the Insurance Ombudsman Rules, 2017; the complaint to the Ombudsman can be made:

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer; or
- the complainant had not received any reply within a period of one month after the Insurer received his representation; or
- the complainant is not satisfied with the reply given to him by the Insurer.

### ANNEXURE - B

#### NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

**AHMEDABAD** - Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06, Email: [bimalokpal.ahmedabad@ecoi.co.in](mailto:bimalokpal.ahmedabad@ecoi.co.in), (Jurisdiction: Gujarat, Dadra & Nagar Haveli, Daman and Diu).  
**BENGALURU** - Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048/26652049, Email: [bimalokpal.bengaluru@ecoi.co.in](mailto:bimalokpal.bengaluru@ecoi.co.in), (Jurisdiction: Karnataka).  
**BHOPAL** - Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: [bimalokpal.bhopal@ecoi.co.in](mailto:bimalokpal.bhopal@ecoi.co.in), (Jurisdiction: Madhya Pradesh, Chattisgarh).  
**BHUBANESHWAR** - Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461/2596455, Fax: 0674 - 2596429, Email: [bimalokpal.bhubaneswar@ecoi.co.in](mailto:bimalokpal.bhubaneswar@ecoi.co.in), (Jurisdiction: Orissa).  
**CHANDIGARH** - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196/2706468, Fax: 0172 - 2708274, Email: [bimalokpal.chandigarh@ecoi.co.in](mailto:bimalokpal.chandigarh@ecoi.co.in), (Jurisdiction: Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh).  
**CHENNAI** - Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai - 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: [bimalokpal.chennai@ecoi.co.in](mailto:bimalokpal.chennai@ecoi.co.in), (Jurisdiction: Tamil Nadu, Pondicherry Town and Karaikal {which are part of Pondicherry}).  
**DELHI** - Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali

Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504, Email: [bimalokpal.delhi@ecoi.co.in](mailto:bimalokpal.delhi@ecoi.co.in), (Jurisdiction: Delhi).  
**ERNAKULAM** - Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759/2359338, Fax: 0484 - 2359336, Email: [bimalokpal.ernakulam@ecoi.co.in](mailto:bimalokpal.ernakulam@ecoi.co.in), (Jurisdiction: Kerala, Lakshadweep, Mahe a part of Pondicherry).  
**GUWAHATI** - Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbaraz over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: [bimalokpal.guwahati@ecoi.co.in](mailto:bimalokpal.guwahati@ecoi.co.in), (Jurisdiction: Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura).  
**HYDERABAD** - Office of the Insurance Ombudsman, 6-2-46, 1st floor, Moin Court, Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123/ 23312122, Fax: 040 - 23376599, Email: [bimalokpal.hyderabad@ecoi.co.in](mailto:bimalokpal.hyderabad@ecoi.co.in), (Jurisdiction: Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry).  
**JAIPUR** - Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: [bimalokpal.jaipur@ecoi.co.in](mailto:bimalokpal.jaipur@ecoi.co.in), (Jurisdiction: Rajasthan).  
**KOLKATA** - Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341, Email: [bimalokpal.kolkata@ecoi.co.in](mailto:bimalokpal.kolkata@ecoi.co.in), (Jurisdiction: West Bengal, Sikkim, Andaman & Nicobar Islands).  
**LUCKNOW** - Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330/2231331, Fax: 0522 - 2231310, Email: [bimalokpal.lucknow@ecoi.co.in](mailto:bimalokpal.lucknow@ecoi.co.in), (Jurisdiction: Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratappgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar).  
**MUMBAI** - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552/26106960, Fax: 022 - 26106052, Email: [bimalokpal.mumbai@ecoi.co.in](mailto:bimalokpal.mumbai@ecoi.co.in), (Jurisdiction: Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane).  
**NOIDA** - Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddha Nagar, U.P.-201301. Tel.: 0120 - 2514250 / 2514252 / 2514253, Email: [bimalokpal.noida@ecoi.co.in](mailto:bimalokpal.noida@ecoi.co.in), (Jurisdiction: State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur).  
**PATNA** - Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: [bimalokpal.patna@ecoi.co.in](mailto:bimalokpal.patna@ecoi.co.in), (Jurisdiction: Bihar, Jharkhand).  
**PUNE** - Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020 - 41312555, Email: [bimalokpal.pune@ecoi.co.in](mailto:bimalokpal.pune@ecoi.co.in), (Jurisdiction: Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region).

For further information or latest updated list of Ombudsman Office addresses, kindly visit the IRDA of India website <http://www.policyholder.gov.in/> - Ombudsman / List of Insurance Ombudsmen OR our website [www.tataaia.com](http://www.tataaia.com)

### ANNEXURE 1

#### Discounting Factor Table:

Number of outstanding monthly Installments	Discounting factors to be applied to BSA	Number of outstanding monthly Installments	Discounting factors to be applied to BSA	Number of outstanding monthly Installments	Discounting factors to be applied to BSA
120	85.68%	97	73.67%	74	59.88%
119	85.19%	96	73.11%	73	59.24%
118	84.70%	95	72.55%	72	58.59%
117	84.20%	94	71.98%	71	57.94%
116	83.71%	93	71.41%	70	57.28%
115	83.21%	92	70.83%	69	56.62%
114	82.70%	91	70.26%	68	55.96%
113	82.20%	90	69.68%	67	55.29%
112	81.69%	89	69.09%	66	54.62%
111	81.18%	88	68.50%	65	53.94%
110	80.66%	87	67.91%	64	53.26%
109	80.14%	86	67.31%	63	52.58%
108	79.62%	85	66.72%	62	51.89%
107	79.10%	84	66.11%	61	51.20%
106	78.57%	83	65.51%	60	50.50%
105	78.04%	82	64.90%	59	49.80%
104	77.50%	81	64.28%	58	49.10%
103	76.97%	80	63.67%	57	48.39%
102	76.43%	79	63.04%	56	47.67%
101	75.88%	78	62.42%	55	46.95%
100	75.33%	77	61.79%	54	46.23%
99	74.78%	76	61.16%	53	45.51%
98	74.23%	75	60.52%	52	44.77%

Number of outstanding monthly Installments	Discounting factors to be applied to BSA	Number of outstanding monthly Installments	Discounting factors to be applied to BSA	Number of outstanding monthly Installments	Discounting factors to be applied to BSA
51	44.04%	34	30.84%	17	16.21%
50	43.30%	33	30.02%	16	15.30%
49	42.56%	32	29.19%	15	14.39%
48	41.81%	31	28.36%	14	13.47%
47	41.05%	30	27.53%	13	12.54%
46	40.30%	29	26.69%	12	11.61%
45	39.53%	28	25.84%	11	10.68%
44	38.77%	27	24.99%	10	9.73%
43	37.99%	26	24.14%	9	8.79%
42	37.22%	25	23.28%	8	7.83%
41	36.44%	24	22.41%	7	6.88%
40	35.65%	23	21.54%	6	5.91%
39	34.86%	22	20.67%	5	4.94%
38	34.07%	21	19.78%	4	3.96%
37	33.27%	20	18.90%	3	2.98%
36	32.46%	19	18.01%	2	1.99%
35	31.65%	18	17.11%	1	1.00%

## ANNEXURE - 2

### A. 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 Life Assured OR
  - ii. the Life Assured 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. Policyholders are advised to refer to Insurance Laws (Amendment) Act, 2015, for complete and accurate details. ]

## ANNEXURE - 3

### B. 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 Life Assured 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.

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

#### **ANNEXURE - 4**

#### **C. 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 Life Assured 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 Life Assured 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 Life Assured does not believe to be true;
  - b. The active concealment of a fact by the Life Assured 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 Life Assured 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 Life Assured/ 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 Life Assured 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 Life Assured 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 Life Assured 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.

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