#### Star Union Dai-ichi Life Insurance Company Ltd.

Registered Office: 11th floor, Vishwaroop I.T. Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai-400 703

# SUD Life AADARSH (UIN: 142N054V04) [Individual Non Linked Non Participating Savings Life Insurance Plan]

# PART A Welcome Letter

|   | Date: < | > |
|---|---------|---|
| < <name of="" policyholder="" the="">&gt; &lt;<address of="" policyholder="" the="">&gt;</address></name> |         |   |
| Dear Sir/ Madam,  |         |   |
| Sub: Your Policy Number <<>>  |         |   |
| Welcome to Star Union Dai-ichi Life Insurance (SUD Life) family.  |         |   |

We are enclosing herewith the Policy Document for your records. We request you to kindly check the policy details, terms and conditions carefully.

In case you are not satisfied with the terms and conditions of the Policy, then you may return the Policy Document to us within Free Look period of 30 days from the date of receipt of this Policy Document specifying reason thereof. In such event, You shall be entitled to refund of premium received by Us excluding proportionate risk premium for the period of cover, any expenses incurred by Us on medical examination, if any and stamp duty charges. All the rights under this Policy shall immediately stand extinguished at the cancellation of the Policy.

If the Policy is opted through Insurance Repository ('IR'), the computation of the said Free Look Period will be as stated below:-

For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance Policy by the IR.

For New e-Insurance Account: If an Application for e-Insurance Account accompanies the proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the e-Insurance Account (eIA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance policy by the IR to the eIA, whichever is later, shall be reckoned for the purpose of computation of the free look period.

Kindly refer to the Customer Information Sheet (CIS) enclosed with this policy document for key information regarding your policy. Further, for any assistance relating to your Policy or claim related query, you may get in touch with us via Toll Free No: 18002668833 or email Us at: customercare@sudlife.in

Thanking you once again for your patronage and looking forward to your continued support in future as well.

Yours sincerely,

Signed for and on behalf of SUD Life Insurance Company Limited

#### **Authorized Signatory**

#### **Details of Insurance Agent/Intermediary**

| Corporate Agent /Agent/ Broker/ Sales Representative Name/ POS Person (POS-P): |  |
|--|--|
|  |  |
| Specified Person/ Broker Qualified Person/ POS Person (POS-P) Name:            |  |
| Specified Person/Agent/ Broker/ IMF/ POS-P Code:                               |  |
| Specified Person/ Agent/ Broker/ IMF/ POS-P Registration Code:                 |  |
| Specified Person/ Agent/ Broker/ IMF/ POS-P Tel. No.:                          |  |
| Specified Person/ Agent/ Broker/ IMF/ POS-P Email ID:                          |  |
| Specified Person/Agent/ Broker/ IMF/ POS-P Address:                            |  |

#### **Preamble**

The Proposer named in the Schedule of this Policy has submitted the Application together with a personal statement and the first instalment of Premium specified in the Policy Schedule to Star Union Dai-ichi Life Insurance Company Limited herein referred to as the "Company". It is agreed by the Company and the Proposer (the "Parties") that the Application along with the personal statement and the declaration together with any report or other document leading to the issuance of this Policy shall form the basis of this contract of insurance.

It is further agreed by and between the Parties that these terms and conditions, any endorsement or a separate instrument executed by the Company in connection with this Policy and any special provisions subject to which this Policy has been issued by the Company and any schedules, annexure, endorsement and/or addendums hereto shall together form part of this Policy.

It is also agreed that this Policy shall be governed by the laws of India in force from time to time and all premiums and benefits shall be payable in Indian Rupees only. The benefits and the Premiums payable under this Policy will be subject to taxes and other statutory levies as may be applicable from time to time and such taxes, levies etc will be recovered directly and completely from the Policyholder.



#### **POLICY SCHEDULE**

Policyholder/ Proposer Details

| Name of the Policyholder/ Proposer |                      |  |
|------------------------------------|----------------------|--|
| Date of Birth                      | Age                  |  |
| Gender                             | Address              |  |
| Telephone No.                      | Mobile No.           |  |
| Email                              | Identification Proof |  |

#### **Life Insured Details**

| Name                 | Age Admitted  |  |
|----------------------|---------------|--|
| Date of Birth        | Age           |  |
| Gender               | Telephone No. |  |
| Address              | Email         |  |
| Identification Proof | Mobile No     |  |

#### **Nominee Details**

|   | <nominee 1=""></nominee> | <nominee 2=""></nominee> | <nominee x=""></nominee> |
|---|--------------------------|--------------------------|--------------------------|
| Name of the Nominee (s)                 |                          |                          |                          |
| Age of the Nominee (s)                  |                          |                          |                          |
| Nomination share (in %)                 |                          |                          |                          |
| Gender of the Nominee                   |                          |                          |                          |
| Relationship with the Life Insured      |                          |                          |                          |
| Name of appointee (if nominee is minor) |                          |                          |                          |
| Relationship of Appointee with Nominee  |                          |                          |                          |
| Gender of the Appointee                 |                          |                          |                          |

**Policy Details** 

| i olioy Dotalio         |         |  |                          |
|-------------------------|---------|--|--------------------------|
| Date of Application     | < >     | Application Number                       | < >                      |
| Policy Number           | < >     | Client ID                                | < >                      |
| Date of Commencement    | < >     | Date of Commencement of                  |                          |
| of Policy               |         | Risk                                     |                          |
| Basic Sum Assured       | Rs. < > | Policy Term                              | 10 Years                 |
| Installment Premium     | Rs. < > | Premium Paying Term (PPT)                | 5 Years                  |
| GST                     | Rs. < > | Total premium payable (inclusive of GST) | Rs. < >                  |
| Maturity Date           |         | Maturity Benefit                         | Rs. < >                  |
| Auto vesting date       |         | Mode of payment                          | Monthly/ Quarterly/ Half |
| (applicable in case the |         |  | yearly/ Yearly           |
| Life Insured is minor)  |         |  |                          |
| Next Premium due date   |         | Last premium due date                    |                          |

Special Provisions (if any) :<< >>

Stamp Duty of Rs. << >> is paid for this policy by pay order, vide Mudrank no XXX dated dd/mm/yyyy.

Signed for and on behalf of SUD Life Insurance Co. Ltd

**Authorized Signatory** 

IRDAI Regn: 142 I CIN - U66010MH2007PLC174472

**Note:** Your Life Cover under this Policy shall commence only on the Date of Commencement of Risk. On examination of this Policy, if you notice any mistake, then the Policy Document is to be returned for correction to the Company.

# **PART B**

# 1. <u>Definitions</u>

| Dell | nitions             |   |
|------|---------------------|---|
|      | Term                | Meaning   |
| a.   | Accident            | Refers to a sudden, unforeseen and involuntary event caused by an               |
|      |                     | external, violent and visible means   |
| b.   | Accidental Death    | Means the death of the Life Insured which results due to Accident or from       |
|      |                     | Accidental Injury and occurs within 180 days of the date of Accident and the    |
|      |                     | date of death is also within the policy term.                                   |
| c.   | Accidental Injuries | Means accidental physical bodily hard excluding illness or disease solely       |
|      |                     | and directly caused by external, violent and visible and evident means which    |
|      |                     | is verified and certified by Independent Medical Practitioner, or a Doctor      |
|      |                     | attached to a Government Hospital   |
| d.   | Age                 | The age of the Life Insured, Policyholder or the Nominee, as the case may       |
|      |                     | be, at his last birthday  |
| e.   | Appointee           | Means the person appointed by You and named in the Policy Schedule, to          |
|      |                     | receive the benefits payable under the Policy until Your Nominee attains the    |
|      |                     | age of majority. This is applicable only where the Nominee is a minor.          |
| f.   | Assignee            | Refers to a person to whom the rights and benefits under this Policy are        |
|      |                     | transferred by virtue of assignment under Section 38 of the Insurance Act,      |
|      |                     | 1938, as amended from time to time  |
| g.   | Assignment          | Refers transfer by the Policyholder (the assignor) of the benefits or proceeds  |
|      |                     | of the Policy to another person (the assignee)                                  |
| h.   | Assignor            | Refers to a person who transfers the rights of the life insurance policy to the |
|      |                     | Assignee  |
| i.   | Application         | Refers to the proposal form as defined under IRDAI (Protection of               |
|      |                     | Policyholders' Interests, Operations and Allied Matters of Insurers)            |
|      |                     | Regulations, 2024 and amendments thereto, completed, signed and                 |
|      |                     | submitted by the Proposer to the Company for obtaining insurance coverage       |
|      |                     | under this Policy   |
| j.   | Beneficiary/        | Refers to the person who is entitled to receive benefits under this Policy. The |
|      | Claimant            | beneficiary may be Policyholder or Life Insured or his Assignee or Nominee      |
|      |                     | or proved Executors or Administrators or other Legal Representatives as the     |
|      |                     | case may be.  |
| k.   | Business Day or     | The day on which the offices of the Company remain open for transactions        |
|      | Working Day         | with the public at the place where the concerned transaction is to be carried   |
|      |                     | out.  |
| I.   | Date of             | Means the date as mentioned in the Policy Schedule from which the Policy        |
|      | Commencement        | Anniversaries, Policy Term, Policy Years, and Premium Due Dates are             |
|      | of Policy           | determined  |
| m.   | Date of             | Means the date on which your rights, benefits and risk cover begin, as shown    |
|      | Commencement        | in the Policy Schedule  |
|      | of Risk             |   |
| n.   | Date of             | Date of commencement of policy and Date of commencement of risk shall           |
|      | commencement of     | be the same for minor lives and as shown in the schedule. The policy will       |
|      | Risk for Minor Life | automatically vest in the life insured on attaining majority                    |
| 0.   | Death Benefit       | The amount of benefit payable on death of the Life Insured                      |
| p.   | Grace Period        | The time granted by the Insurer from the due date of payment of premium,        |
|      |                     | without any penalty/ late fee, during which time the policy is considered to    |
|      |                     | be in-force as per the terms of the policy                                      |
| q.   | Instalment          | The Premium payable periodically under the policy as shown in the schedule      |
|      | Premium             | exclusive of taxes, if any.   |
| r.   | IRDAI               | Insurance Regulatory and Development Authority of India                         |
| s.   | Life Insured        | The person, as specified in Policy Schedule, on whose life the Life Cover is    |
|      |                     | effected and at whose death, the death benefit under this Policy will be        |
|      |                     | payable.  |
| t.   | Maturity Date       | Means the date specified in the Policy Schedule on which the Policy matures     |

4

| u. Nomination                    | Refers to a process through which 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   |
|----------------------------------|---|
| v. Nominee(s)                    | 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. The Nominee(s) means such person(s) so nominated by the Policyholder under this Policy and registered with the Company   |
| w. Medical<br>Practitioner       | Refers to a person who holds a valid registration from the medical council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of license  |
| x. Policy Anniversary            | The date corresponding numerically with the Date of Commencement of the Policy after every Policy Year.   |
| y. Policyholder or<br>Proposer   | The person, as specified in Schedule, who is the owner of this policy and who has taken this Policy from the Company  |
| z. Policy Term                   | Means the term of the Policy as mentioned in Schedule   |
| aa. Policy Year                  | A period of 12 consecutive months commencing from the Date of Commencement of Policy and every period of 12 consecutive months thereafter   |
| bb. Premium Paying<br>Term (PPT) | The period, as specified in Schedule during which the Premium is payable by the Policyholder to the Company.  |
| cc. Revival of the 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, upon receipt of all the premiums due along with 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 insured on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the Board approved underwriting policy |
| dd. Surrender Value              | The amount which is payable in accordance with Section 4 at the time of surrender of this Policy and is the higher of the Guaranteed Surrender Value and the Special Surrender Value.   |
| ee. Waiting Period               | Refers to a period of 90 days beginning from the Date of Commencement of Risk under the Policy.  The Waiting Period is applicable only for policies sourced through POS-P Channel and not for any other Channel.  |
| ff. We, Us, Ours,                |   |
| Company<br>gg. You, Your/ Yours  | Means Star Union Dai-ichi Life Insurance Co. Ltd (SUD Life)  Means the person named as policyholder in the schedule   |

Interpretation: In this Policy Document, where appropriate, references to the singular will include references to the plural and references to one gender will include references to the other.

#### PART C

#### 2. Benefits

#### a. Death Benefit

On death of the Life Insured during the Policy Term, the death benefit (as mentioned herein below) will be paid to your Nominee/ Beneficiary provided the Policy is in force.

#### a) POS-P Channel:

For policies sourced through POS-P Channel, there is a waiting period of 90 days, and the death benefit payable under different scenarios are as under:

|                  | Normal Death  |  | Accidental Death  |
|------------------|---|--|---|
| Event            | On death of the Life Insured due to any cause other than Accident during the waiting period | Insured due to any cause                     | On death of the Life Insured due to Accident either during the waiting period or after the waiting period |
| Death<br>Benefit | 100% of premiums paid (excluding taxes)   | Death Sum Assured will be payable as lumpsum | Twice the Death Sum Assured will be payable as lumpsum  |

## b) Other Channels

There is no waiting period for policies sourced through any Channel other than POS-P Channel, and the death benefit payable under different scenarios are as under:

|                  | Normal Death  | Accidental Death                                       |
|------------------|---|--|
| Event            | On death of the Life Insured due to any cause other than Accident | On death of the Life Insured due to Accident           |
| Death<br>Benefit | Death Sum Assured will be payable as lumpsum                      | Twice the Death Sum Assured will be payable as lumpsum |

Death Sum Assured equals to Highest of

- i. 10 times the Annualized Premium, or
- ii. 105% of the total premiums paid as on date of death of the Life Insured, or
- iii. Guaranteed Maturity Benefit (i.e. Basic Sum Assured), or
- iv. Absolute amount assured to be paid on death (i.e. Basic Sum Assured)

# Where,

- (i) "Annualized Premium" refers to premium payable in a year excluding taxes, underwriting extra premium, rider premium and loading for modal factors,;
- (ii) "Total premiums paid" means total of all the premiums paid under the base product, excluding any extra premium, and taxes, if collected explicitly.

The death benefit will be reduced by the total premiums falling due and unpaid during the policy year in which death occurs. On payment of death benefit, the contract will terminate immediately.

#### b. **Maturity Benefit**

On survival of the Life Insured till the end of the policy term provided this policy is in force, the maturity benefits as defined in the schedule will be payable:

# Guaranteed Maturity Benefit equals to the Basic Sum Assured.

The contract will terminate on payment of Maturity Benefit.

# c. Reduced Paid Up Benefit

If all due Premiums have been paid to the Company for at least one full Policy Year, and subsequent due premiums are not paid, then this Policy will automatically be converted into a reduced paid up Policy and will continue with the following reduced paid-up benefits:

i. Death Benefit under Reduced paid-up policy:

- I. On the death of the Life Insured during the policy term due to cause other than Accident; Paid-up Death Sum Assured (defined below) will be payable as lump sum to your Nominee/ Beneficiary
- II. On death of the Life Insured during the policy term due to accident Death Benefit equal to twice the Paid-up Death Sum Assured (defined below) will be payable as lump sum to your Nominee/ Beneficiary

#### The paid-up Death Sum Assured is defined as:

```
Total number of premiums paid

Total number of premiums payable × Death Sum Assured
```

On the payment of paid-up death benefit under Reduced Paid-up Policy, the contract will terminate immediately.

ii. Maturity Benefit under Reduced paid-up policy:

If the Life Insured is alive at the Maturity Date, the below defined Paid-up guaranteed maturity benefit shall become payable to the Policyholder on the Maturity date.

The Paid-Up Guaranteed Maturity Benefit of Reduced Paid-up policy is defined as follows:

```
Total number of premiums paid

Total number of premiums payable

**Guaranteed Maturity Benefit**
```

On the payment of paid-up maturity benefit under Reduced Paid-up Policy, the contract will terminate immediately.

iii. Surrender Benefit under Reduced paid-up policy:

On surrender of Reduced Paid-up policy, the Higher of Guaranteed Surrender Value or Special Surrender Value will be payable and the contract gets terminated immediately

#### 3. Payment of Premium

- a. Policyholder has an option to pay the premium either through Yearly, Half Yearly, Quarterly and Monthly mode chosen, in the manner as specified in the schedule.
- b. Grace period of 30 days is allowed from the due date of first unpaid Premium under Yearly, Half Yearly, Quarterly mode and grace period of 15 days is allowed from the due date of first unpaid Premium under Monthly mode
- c. In case of death of Life Insured during grace period, policy will be considered in-force and the Death Benefit as defined above under section 2(a) will be payable after deductions of the unpaid and due premium during the policy year in which death occurs.
- d. Policy will lapse if the due but unpaid premium is not paid on or before the expiry of grace period for first full Policy Year.
- e. Life cover will cease for a lapsed policy and no benefits are payable.
- f. Payment of premium in advance shall be allowed under the policy in the following scenarios:-
  - (i) Within the same financial year for the premium falls due in that financial year, or
  - (ii) Maximum 3 months in advance for the premium falls due in the subsequent financial year.
- g. The payment so collected shall be utilized only on the due date of the premium.

#### **PART D**

#### 4. Surrender Value

- (a) You can surrender your policy by giving written request to the Company any time after completion of first policy year. Surrender Value payable will be higher of Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV).
- (b) Special Surrender Value will be acquired after the receipt of one full Policy Year premiums, whereas the Guaranteed Surrender Value will be acquired after the receipt of first two consecutive full Policy Year premiums.
- (c) The calculation of GSV and SSV is given below:
  - i. Guaranteed Surrender Value (GSV) is defined as –
     {GSV Factor multiplied by Total premiums paid till the date of surrender}

Guaranteed Surrender Value (GSV) Factors are given below:

| Policy Year | GSV Factors |
|-------------|-------------|
| 1           | 0%          |
| 2           | 30%         |
| 3           | 40%         |
| 4           | 50%         |
| 5           | 55%         |
| 6           | 60%         |
| 7           | 70%         |
| 8           | 80%         |
| 9           | 90%         |
| 10          | 100%        |

ii. Special Surrender Value (SSV) is defined as-

Term Assurance Factors \* Paid Up Death Sum Assured + Pure Endowment Factor \* Paid Up Guaranteed Maturity Benefit

Special Surrender Value shall be reviewed annually by the Company and may be change based on the prevailing yield on 10 Year G-Sec and the underlying experience.

- (d) Once the policy is surrender, no further benefits shall be payable.
- 5. **Termination** This Policy shall terminate on the occurrence of the earliest of the following:
  - (a) On Policy being lapsed and not revived within Revival period.
  - (b) On Surrender of the Policy (i.e. upon payment of applicable surrender value benefit)
  - (c) On Maturity of the Policy, (i.e. upon payment of Guaranteed Maturity Benefit)
  - (d) On Death of the Life Insured, upon payment of Death Benefit, if payable.
  - (e) On payment of free look cancellation proceeds.

## 6. Suicide

In the event the Life Insured commits suicide, whether sane or insane within 12 months from the Date of Commencement of risk or from the date of the last revival of this Policy, the Policyholder/ Beneficiary/ Nominee, shall be entitled to an amount which is higher of 80% of the Total premiums paid till the date of death of the Life Insured or the Surrender Value, available as on date of death of the Life Insured, provided the policy is in-force.

### 7. Free Look Period

You have a period of 30 days from the date of the receipt of this Policy document to review the terms and conditions of this Policy. If you disagree to any of the terms or conditions, then, you have an option to return this Policy document to us stating the reasons for such objections.

In such an event, this Policy shall terminate and You shall be entitled to a refund of the amount of premium paid subject to a deduction of a proportionate risk premium for the period on cover and the expenses incurred by Us on medical examination, if any and the stamp duty charges.

### 8. Revival of the Policy

You may revive the lapsed Policy or Reduced Paid-Up policy within five years from the due date of the first unpaid Premium by following these simple steps:-

- i. Submit a written request to the Company within 5 years from the due date of first unpaid premium:
- ii. Pay all outstanding Premium amount with interest at the prevailing interest rate.
- iii. Fulfilling all medical requirements as specified by the Company, if required. The cost of the medical examination will be borne by the Policyholder

The prevailing interest rate is calculated as equal to 10 year G-sec benchmark interest rate as on last working day of the previous financial year +1.50%, rounded up to the next multiple of 25 basis points and will be compounded on half yearly basis. The 10 year G-Sec rate on 31st March 2024 was 7.05% and the rate of interest for revival for FY 24-25 is 8.75% (7.05% + 1.50% + rounding to next multiple of 25 basis points), which will be compounded on half yearly basis. Any change in basis shall be with prior approval of the Authority. The Company will review the revival interest rate on every 1st of April.

The revival will be effected on receipt of the proof of continued insurability and is subject to submission of Declaration of Good Health and Board approved underwriting policy of the Company applicable at that time. Once the Policy is revived, all benefits will be restored to its original benefit level.

#### 9. Policy Loan

- a. Policyholder can avail loan from the Company during policy term, provided the policy has acquired surrender value. You will have to assign the policy document as a collateral security.
- b. The loan can be availed up to 70% of Surrender Value with the current interest rate compounding half yearly. The prevailing interest rate is calculated as equal to 10 year G-sec benchmark interest rate as on last working day of the previous financial year +1.50%, rounded up to the next multiple of 25 basis points and will be compounded on half yearly basis. The rate of interest on loan for FY 24-25 is 8.75% (7.05% + 1.50% + rounding to next multiple of 25 basis points).
- c. The interest rate will be reviewed by the Company every year, and the revised loan interest rates will become applicable effective 1st April. The basis of calculation of loan interest rates may be revised by the Company from time to time.
- d. The loan outstanding along with accumulated interest will be adjusted towards the benefit payable.
- e. At any point in time, if the loan outstanding along with accumulated interest under the Reduced Paid-Up Policies exceed the applicable Surrender Value, the Policy will be foreclosed immediately, and no benefits will be payable.
- f. However, In-Force will not be foreclosed on account of loan balance exceeding the surrender value.

#### 10. Exclusion

Accidental Death Benefit shall not be payable on death of the Life Insured which have occurred directly or indirectly as a result of any of the following:

- a. Life Insured taking part in any hazardous sport or pastimes (including hunting, mountaineering, racing, steeple chasing, bungee jumping etc).
- b. Self-inflicted injury, death due to suicide attempt.
- c. Life Insured being under influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- d. War, civil commotion, invasion, terrorism, hostilities (whether war be declared or not).
- e. Active participation by the Life Insure in strikes, industrial dispute, riots etc.
- f. Criminal or illegal activity with a criminal intent
- g. Nuclear reaction, radiation or nuclear or chemical contamination.

The Company would however pay the normal death benefit on death of the Life Insured occurring directly or indirectly as a result of above accident related exclusion

# PART E

# <u>Charges</u>

Not Applicable



#### **PART F**

## 11. Claims Processing

- a. Following documents are required for processing the Maturity Claim.
  - Maturity Claim:
    - i. Original Policy document
  - ii. KYC document of the Policyholder
- b. Death Claims All Death Claims must be notified to the Company in writing by the Nominee /Beneficiary in the prescribed format provided by the Company, for registering a claim under this Policy along with the following documents:
  - i. Completely filled & signed Claim Intimation form
  - ii. Original Death Certificate / Attested copy of death certificate
  - iii. Copy of ID & Address proof of Claimant
  - iv. Copy of Bank pass book OR cancelled cheque of Claimant
  - v. Copies of First Information Report, Post Mortem Report, Panchnama, duly attested by police officials, in case of unnatural deaths including accidents, murder, suicide etc.
  - vi. Copy of Hospitalization documents (discharge summary, all investigation/ Diagnosis reports) in case the Member was treated for any illness related to the cause of death.
- c. All benefits payable under this Policy will be paid by the Company in Indian rupees.
- d. A discharge or receipt by the Policyholder or the Nominee/ Beneficiary shall be a good, valid and sufficient discharge to the Company in respect of any payment made by the Company hereunder.
- e. Upon receipt of satisfactory proof of a claim under this Policy, the Company shall process the claim request.
- f. The Company may even consider payment of the claims without any documents and/or other requirements provided there are sufficient grounds to believe that the documents are destroyed completely and could not be retrieved due to causes like natural disaster (e.g. flood, earthquake etc) etc.

#### 12. Assignment

Assignment of this policy will be in accordance to Section 38 of The Insurance Act 1938, as amended from time to time.

(A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 1 for reference).

#### 13. Nomination

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

(A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 2 for reference).

#### 14. Fraud and Misstatement

Fraud and Misstatement would be dealt with in accordance with provisions of Section 45 of The Insurance Act 1938, as amended from time to time.

(A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 3 for reference).

# 15. Electronic Transactions

The Policyholder shall adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, mobile, short messaging services, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines, network or through other means of telecommunications, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

# 16. Taxation

The Company shall deduct the applicable taxes in accordance with the prevailing provisions of the tax laws in India. All Premiums and benefits payable under this Policy are subject to applicable taxes, cess, etc, which shall be paid by the Policyholder along with the benefits or Premiums. The Policyholder will be liable to pay all applicable taxes as levied by the Government/ Statutory Authorities from time to time.

#### 17. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, facsimile or e-mail to:

### a. The Policyholder / Beneficiary/ Nominee

Any notice, information or communication from the Company shall be mailed to the address of the Policyholder mentioned in Policy Schedule to this Policy or to the changed address as intimated to the Company in writing.

# b. The Company

Star Union Dai-ichi Life Insurance Company Ltd., 11th Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai – 400 703. Email – <u>customercare@sudlife.in</u>

It is very important that the Policyholder immediately communicates any change of address, nomination or nationality to enable the Company to service this Policy effectively. The Company may change the address stated above and intimate the Policyholder of such change by suitable means.

#### 18. Loss of a Policy Document

- a. If the Policy document is lost or damaged, You may give Us a written request stating the fact and the reason of the loss or damage. We will issue a duplicate Policy Document at no extra cost, if we are satisfied that the Policy Document is lost, or damaged accidentally or for no fault of Yours. On the issue of the duplicate Policy document, the original Policy document immediately and automatically ceases to have any validity.
- b. The Policyholder agrees to indemnify and hold the Company free and harmless from any costs, expenses, claims, awards or judgments arising out of or in relation to the original Policy document.

#### 19. Governing Laws & Jurisdiction

The terms and conditions of this Policy shall be governed by and subject to Indian laws. All matters and disputes arising from or relating to or concerning this Policy shall be governed by and determined in accordance with Indian laws and shall be subject to the jurisdiction of the Indian courts as prescribed in the relevant laws/ Acts.

#### PART G

### 20. Grievance Redressal Procedure

Grievance Redressal Mechanism has been set-up by the Company for the resolution of any dispute or grievances/ complaint in respect of Policy. You are requested to submit a written complaint at any of the below mentioned touch points:

- a. Toll Free No 1800 266 8833 between Monday Saturday from 9:00 am to 7:00 pm
- b. Email to Us at customercare@sudlife.in
- c. Write to Us at Customer Care, Star Union Dai-ichi Life Insurance Co. Ltd., 11<sup>th</sup> Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai 400 703.
- d. Online through website www.sudlife.in
- e. Any of SUD Life's Regional/ Branch Office. Our Regional/ Branch office addresses are available on our website

If You are not satisfied with the response provided by any of the above touch points or do not receive a response within 14 days, You may write to the Grievance Redressal Officer at <u>grievanceredressal@sudlife.in</u> or send a communication at Grievance Redressal Officer, Star Union Dai-ichi Life Insurance Company Ltd., 11<sup>th</sup> Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai – 400 703.

To further escalate the matter, You may write to the Grievance Redressal Officer at <a href="mailto:growsullife.in">gro@sudlife.in</a> or send a communication at Grievance Redressal Officer, Star Union Dai-ichi Life Insurance Company Ltd., 11<sup>th</sup> Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai – 400 703.

An acknowledgment to all complaints received will be sent by the Company immediately on receipt of the complaint/grievance.

However, if still You are not satisfied with our response or do not receive a response from Us within 14 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 (Bima Bharosa Shikayat Nivaran Kendra)

TOLL FREE NO: 155255/ 18004254732

Email ID: complaints@irdai.gov.in

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

Address for communication for complaints by fax/paper:

### **Consumer Affairs Department**

Insurance Regulatory and Development Authority of India

Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032, Telangana

### Manner of making complaint to Insurance Ombudsman:

- a) If the Policyholder is not satisfied with the decision/ resolution or complaint is still not resolved, then they may approach the Insurance Ombudsman (at the address given below), by making a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complained against is located, or the residential address or place of residence of the complainant is located, and if his/ her issues pertains to the following as per the provisions of Rule 13(1) of the Insurance Ombudsman Rules 2017:
  - i. delay in settlement of claim beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority Act, 1999;
  - ii. any partial or total repudiation of claims
  - iii. dispute over premium paid or payable in terms of insurance policy;
  - iv. misrepresentation of policy terms and conditions at any time in the policy documents or policy contract:
  - v. Legal construction of insurance policies in so far as the disputes relates to claim;
  - vi. Policy servicing related grievances against insurer and their agents and intermediaries;
  - vii. Issuance of policy which is not in conformity with Application submitted by the proposer;
  - viii. Non issuance of insurance policy after receipt of premium; and

- ix. any other matter arising from non-observance or non-adherence to the provisions of the Insurance Act, 1938 as amended from time to time or with regards to protection of policyholders' interest or otherwise or of any circular, guidelines or instructions issued by IRDAI or of the terms and conditions of the policy contract, in so far as such matter relates to issues referred in clauses (i) to (viii)
- b) The complaint should be made in writing duly signed by the complainant or by his/ her legal heirs, nominee or assignee or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen with full details of the complaint, the name and contact details of complainant and the name of the branch or office of the insurer against which the complaint is made, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- c) As per provision of Rule 14 of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made:
  - (1) Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.
  - (2) The complaint shall be 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.
  - (3) No complaint to the Insurance Ombudsman shall lie unless—
    - (a) the complainant makes a written representation to the insurer named in the complaint and—
      - (i) either the insurer had rejected the complaint; or
      - (ii) the complainant had not received any reply within a period of one month after the insurer received his representation: or
      - (iii) the complainant is not satisfied with the reply given to him by the insurer;
    - (b) The complaint is made within one year—
      - (i) after the order of the insurer rejecting the representation is received; or
      - (ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
      - (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant
    - (5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

Website of Council for Insurance Ombudsmen for online registration of the Complaint is <a href="https://www.cioins.co.in">www.cioins.co.in</a>

The list of the Ombudsman with their addresses has been given below:

| Office of the Contact Details   |  | Areas of Jurisdiction   |  |
|---|--|---|--|
| Ombudsman   |  |   |  |
| AHMEDABAD   | Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road,<br>Ahmedabad - 380001. Tel nos: 079-25501201/02/05/06<br>Email: bimalokpal.ahmedabad@cioins.co.in | State of Gujarat, Union Territories of<br>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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in |  | State of Karnataka  |  |
| BHOPAL  | Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel  | States of Madhya Pradesh & Chhattisgarh                                       |  |

|              | Office Near New Market Phanel 462 002  | T                                       |
|--------------|--|---|
| 1            | Office, Near New Market, Bhopal – 462 003.<br>Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 |   |
|              |  |   |
|              | Email: bimalokpal.bhopal@cioins.co.in  |   |
| BHUBANESHWAR | Office of the Insurance Ombudsman,   | State of Orissa                         |
|              | 62, Forest park, Bhubneshwar – 751 009.  |   |
|              | Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429  |   |
|              | Email: bimalokpal.bhubaneswar@cioins.co.in   |   |
| CHANDIGARH   | Office of the Insurance Ombudsman,   | State of Punjab, Haryana (excluding 4   |
|              | S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17                                  | districts viz Gurugram, Faridabad,      |
|              | – D, Chandigarh – 160 017.   | Sonepat and Bahadurgarh), Himachal      |
|              | Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274   | Pradesh, Union Territories of Jammu &   |
|              | Email: bimalokpal.chandigarh@cioins.co.in  | Kashmir, Ladakh and Chandigarh          |
| CHENNAI      | Office of the Insurance Ombudsman,   | State of Tamil Nadu and Union           |
|              | Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,                                      | Territories of Puducherry Town and      |
|              | CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284   | Karaikal (which are part of Union       |
|              | Fax: 044 - 24333664  | Territories of Puducherry)              |
|              | Email: bimalokpal.chennai@cioins.co.in   |   |
| NEW DELHI    | Office of the Insurance Ombudsman,   | Delhi, 4 states of Haryana viz.         |
|              | 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi –                                  |   |
|              | 110 002. Tel.: 011 - 2323753   | Bahadurgarh                             |
|              | Email: bimalokpal.delhi@cioins.co.in   |   |
| GUWAHATI     | Office of the Insurance Ombudsman,   | States of Assam, Meghalaya, Manipur,    |
|              | Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road,                                   | Mizoram, Arunachal Pradesh,             |
|              | Guwahati – 781001(ASSAM).  | Nagaland and Tripura                    |
|              | Tel.: 0361 - 2132204 / 2132205   |   |
|              | Email: bimalokpal.guwahati@cioins.co.in  |   |
| HYDERABAD    | Office of the Insurance Ombudsman,   | State of Andhra Pradesh, Telgana and    |
|              | 6-2-46, 1st floor, "Moin Court",   | Yanam – a part of Union Territories of  |
|              | Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-  | Puducherry                              |
|              | Pool, Hyderabad - 500 004.   |   |
|              | Tel.: 040 - 65504123 / 23312122  |   |
|              | Fax: 040 - 23376599  |   |
|              | Email: <u>bimalokpal.hyderabadcioins.co.in</u>   |   |
| JAIPUR       | Office of the Insurance Ombudsman,   | State of Rajasthan                      |
|              | Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg,  | ,                                       |
|              | Jaipur - 302 005. Tel.: 0141 – 2740363/ 2740798  |   |
|              | Email: Bimalokpal.jaipur@cioins.co.in  |   |
| ERNAKULAM    | Office of the Insurance Ombudsman,   | States of Kerala and Union Territory of |
|              | 10th Floor, Jeevan Prakash,LIC Building,   | (a) Lakshadweep (b) Mahe – a part of    |
|              | Opp to Maharaja's College, M.G. Road,  | Union Territories of Puducherry         |
|              | Kochi - 682 011  | orner remained or raddenerry            |
|              | Tel.: 0484 - 2358759   |   |
|              | Email: bimalokpal.ernakulam@cioins.co.in   |   |
| KOLKATA      | Office of the Insurance Ombudsman,   | States of West Bengal, Sikkim and       |
| KOLKATA      |  | Union Territories of Andaman &          |
|              | Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue, KOLKATA - 700 072.                         | Nicobar Islands                         |
|              | Tel.: 033 - 22124339 /22124341   | INICODAL ISIATIUS                       |
|              |  |   |
| LUCIALOW     | Email: bimalokpal.kolkata@cioins.co.in   | B: ( : ( ( ( ) ) )                      |
| LUCKNOW      | Office of the Insurance Ombudsman,   | Districts of Uttar Pradesh:             |
|              | 6th Floor, Jeevan Bhawan, Phase-II,  | Laitpur, Jhansi, Mahoba, Hamirpur,      |
|              | Nawal Kishore Road, Hazratganj,  | Banda, Chitrakoot, Allahabad,           |
|              | Lucknow - 226 001.   | Mirzapur, Sonbhabdra, Fatehpur,         |
|              | Tel.: 0522 - 4002082 / 350061  | Pratapgarh, Jaunpur, Varanasi, Gazipur  |
|              | Email: bimalokpal.lucknow@cioins.co.in   | Jalaun, Kanpur, Lucknow, Unnao,         |
|              |  | Sitapur, Lakhimpur, Bahraich,           |
|              |  | Barabanki, Raebareli, Sravasti, Gonda,  |
|              |  | Faizabad, Amethi, Kaushambi,            |
|              |  | Balrampur, Basti, Ambedkarnagar,        |
|              |  | Sultanpur, Maharajgang,                 |
|              |  | Santkabirnagar, Azamgarh,               |
|              |  | Kushinagar, Gorkhpur, Deoria, Mau,      |

|        |  | Ghazipur, Chandauli, Ballia,<br>Sidharathnagar.   |
|--------|--|---|
| MUMBAI | Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in                                     | State of Goa and,<br>Mumbai Metropolitan Region<br>excluding Navi Mumbai & Thane  |
| NOIDA  | Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in | State of Uttaranchal and districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, 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@cioins.co.in   | States of Bihar and 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.: 020-2447117 Email: bimalokpal.pune@cioins.co.in                     | State of Maharashtra, Area of Navi Mumbai and Thane but excluding Mumbai Metropolitan Region.   |

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

- 1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2. 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.
- **3.** 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.
- **4.** The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5. 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 there of certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
- 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7. 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.
- **8.** 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.
- 9. 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
  - 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 Act, 1938 as amended from time to time shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Act 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

#### Section 39- Nomination by policyholder

Annexure 2

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. 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.

- 2. 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.
- 3. Nomination can be made at any time before the maturity of the policy.
- **4.** 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.
- 5. 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.
- **6.** 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.
- 7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- **8.** 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.
- **9.** 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 Act 1938 as amended from time to time.
- **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 Act 1938 as amended from time to time, a nomination is made in favor 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 Act 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

<u>Section 45 – Policy shall not be called in question on ground of mis-statement after three years</u>

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, amended from time to time are as follows:

- 1. 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.
- 2. 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.

- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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 Act 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details].