

## Part A

< \_\_\_\_\_ 2016 >>  
<<Master Policyholder's Name>>  
<<Master Policyholder's Address>>  
<<Master Policyholder's Contact Number>>

Dear <<Master Policyholder's Name>>,

**Sub: Your Rider no. << >>  
Master Policy No.<< >>**

We are glad to inform you that your proposal for Rider has been accepted and the HDFC Life Total & Partial Permanent Disability Benefit ("Rider") being this Rider document, has been issued. We have made every effort to design your Rider document in a simple format. We have highlighted items of importance so that you may recognise them easily.

### **Rider Document:**

As an evidence of the insurance contract between HDFC Life Insurance Company Limited and you, the Rider document is enclosed herewith. A copy of your proposal form and other relevant documents submitted by you are also enclosed for your information and record.

### **Cancellation in the Free-Look Period:**

In case any of the Scheme Member or the Master Policy holder is not agreeable to any of the provisions stated in the Rider, the Scheme Member/the Master Policy Holder has the option to return the Rider to us stating the reasons thereof, within 15 days (or 30 days in case the Rider has been issued through Distance Marketing mode) from the date of receipt of the Rider. On receipt of the letter along with the Rider, we shall arrange to refund the Premium paid by you subject to deduction of the proportionate risk Premium for the period on cover, the expenses incurred for medical examination (if any) and stamp duty (if any). For administrative purposes, all Free-Look requests should be registered by the Master Policyholder, on behalf of Scheme Member.

In case of free look cancellation of the Master Policy, this Rider document shall automatically be cancelled. The Rider document can be cancelled in the free-look period even if the Master Policy to which it is attached is continued.

### **Contacting us:**

The address for correspondence is specified below. To enable us to serve you better, you are requested to quote your Rider document number in all future correspondence. In case you are keen to know more about our products and services, we would request you to talk to our Certified Financial Consultant (Insurance Agent) who has advised you while taking this Rider document. The details of your Certified Financial Consultant including contact details are listed below.

To contact us in case of any grievance, please refer to Part G. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region.

Thanking you for choosing HDFC Life Insurance Company Limited and looking forward to serving you in the years ahead,

Yours sincerely,

<< Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>>

Agency/ Intermediary Code: <<Agency/ Intermediary Code>>

Agency/ Intermediary Name: <<Agency/ Intermediary Name>>

Agency/ Intermediary Telephone Number: <<Agency/ Intermediary mobile & landline number>>

Agency/ Intermediary Contact Details: <<Agency/ Intermediary address>>

Address for Correspondence: HDFC Life Insurance Company Limited, 11<sup>th</sup> Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.

Registered Office: HDFC Life Insurance Company Limited, Lodha Excelus, 13<sup>th</sup> Floor, Apollo Mills Compound, Mahalaxmi, Mumbai- 400 011CIN: L65110MH2000PLC128245; website: [www.hdfclife.com](http://www.hdfclife.com); Email ID: [service@hdfclife.com](mailto:service@hdfclife.com).

Helpline number: 18602679999 (Local charges apply)

Sample

**RIDER- HDFC LIFE TOTAL & PARTIAL PERMANENT DISABILITY BENEFIT**

**Unique Identification Number: << >>**

Your Rider is a Non-Linked Non-Participating Group Rider and can be availed only at the inception or renewal of the Master Policy. In addition to the Master Policy terms and conditions, the terms of this Rider shall apply when selected by the Master Policyholder. It is the evidence of a contract between HDFC Life Insurance Company Limited ('We' / 'Company') and the Master Policyholder ('You') as described in the Rider Schedule given below who shall hold the same and all Benefits payable there under upon trust for the benefit of the persons to whom the said Benefits are payable (i.e. Scheme Members, or their Nominees). The Rider document is issued pursuant to a proposal made to the Insurer by the Master Policyholder on the date shown in the Rider Schedule for the benefit of Scheme Members ("Proposal"). Upon and subject to timely receipt of Premium by the Insurer from the Master Policyholder, the Insurer shall pay to the Master Policyholder, the Benefits described in this Rider, subject to the terms of this Rider.

Notwithstanding the date of the Proposal and the date on which the Rider is signed, the Rider shall have effect or be deemed to be effective from the date shown in the Rider Schedule as the Effective Date. This Rider is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees.

*In witness whereof*, this Rider is signed at the end of the Rider Schedule by a person duly authorised by the Insurer.

**RIDER SCHEDULE**

Master Policy Number&lt;&lt;&gt;&gt;

Rider number: &lt;&lt;&gt;&gt;

Client ID: &lt;&lt;&gt;&gt;

**Master Policyholder Details**

Name	<< >>
Address	<< >>

**Master Policy Details**

Product name	<<insert name>>
Date of Commencement of Master Policy	<<Date>>
Date of Risk Commencement	<< RCD >>
Sum Assured	Rs.<<>>
Annual Premium	Rs. <<>>
Minimum Group Size	Employer- Employee – 10; Non Employer – Employee - 50

**Rider Document Details**

Date of Risk Commencement	<< RCD >>
Date of Issue/Inception of Rider	<< First Issue Date>>
Rider Sum Assured	Rs.<< >>
Rider Premium	Rs.<<>>
Rider Term	<< 1 >> year
Premium Paying Term	<< 1 >> year
Minimum Entry Age	18 years
Maximum Entry Age	64 years
Minimum Sum Assured	Rs 10,000 per Scheme Member
Maximum Maturity Age	65 years
Nomination	As per the Nomination under the Master Policy
Frequency of Premium Payment	<< Annual/Half-yearly/ Quarterly/ Monthly >>

The Premium amount is excluding any Taxes and levies leviable on the Premium. Amount of Taxes and levies will be charged at actual as per prevalent rate.

**NOMINATION SCHEDULE**

Nomination for this Rider shall be as per the Nomination Schedule under the Master Policy.

Signed at Mumbai on <<>>

For HDFC Life Insurance Company Limited

Authorised Signatory

In case you notice any mistake, you may return the Rider to us for necessary correction.

SPACE FOR ENDORSEMENTS

**Part B**  
**Definitions**

1. *Accident* - means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. *Bodily Injury* - means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.
3. *Company, company, Insurer, Us, us, We, we, Our, our* - means or refers to HDFC Life Insurance Company Limited;
4. *Grace Period* – shall be applicable for renewals as mentioned in Part C clause 5;
5. *Master Policy* - means or refers to the Master Policy to which this Rider document is annexed/ attached thereto;
6. *Medical Practitioner* - means 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 its scope and jurisdiction of license but excluding the practitioner who is:
  - a) Scheme Member /Master Policyholder himself or an agent of the Insured;
  - b) Insurance Agent, business partner(s) or employer/employee of the Insured; or
  - c) A member of the Insured's immediate family;
7. *Master Policyholder, You, you, your* - means or refers to the Master Policyholder stated in the Rider Schedule;
8. *Partial Permanent Disability/ Permanent and Partial Disability* - refers to a disability, which:
  - is caused by Bodily Injury resulting from an Accident, and
  - occurs due to the said Bodily Injury solely, directly and independently of any other causes, and
  - occurs within 180 days of the occurrence of such Accident but before the expiry of the cover, and
  - is defined as disablement resulting in any of the occurrences listed under the following table of benefits:

Compensation Short Scale for Accidental Permanent and Partial Disability (% of sum assured)

<b>Bodily Injuries</b>	<b>% of Sum Assured payable</b>
1. Loss of two or more limbs by amputation at or above wrist or ankles (leg above ankle or arm above the wrist)	100%
2. Total and irrecoverable loss of all sight in both eyes	100%
3. Loss of one limb by amputation at or above wrist or ankle	50%
4. Total and irrecoverable loss of sight in one eye	50%
5. Permanent loss of hearing in both ears	75%
6. Permanent loss of speech	50%
7. Permanent loss of speech and loss of hearing in both ears	100%

9. *Rider Sum Assured* - means the absolute amount assured to be paid on Accidental Death of the Scheme Member during the Rider Term in accordance with the terms and conditions of the Rider document;
10. *Rider Term* – means the term of the Rider as stated in the Rider Schedule;

11. *Scheme Member* – means the individual identified as Scheme Member under the Master Policy;
12. *Total Disability/ Total Permanent Disability/ Total and Permanent Disability* - refers to a disability, which:
  - is caused by Bodily Injury resulting from an Accident, and
  - occurs due to the said Bodily Injury solely, directly and independently of any other causes, and
  - occurs within 180 days of the occurrence of such Accident but before the expiry of the cover, and completely, continuously and permanently prevents the Life Assured from engaging in any work, occupation or profession to earn or obtain any wages, compensation or profit, such condition to persist for at least 6 months from the date of disability.
13. Every Eligible Person desiring to become a Scheme Member may do so at any well defined date during the currency of the Policy and, provided the application is accepted by the Insurer, the insurance cover on such a Scheme Member shall be in force from the entry date till the terminal date;
14. The terms, conditions and provisions of the Master Policy document shall apply to this document also. Capitalized terms not defined under this document shall have the same meaning assigned to them under the Master Policy document.

## Part C

### 1. Benefits

If the Scheme Member becomes,

(A) totally disabled (as defined under Part B) as a result of an Accident and remains totally disabled for a period of twenty six weeks (the deferred period) then the Insurer will pay an amount as specified in the Schedule to the Master Policyholder for the benefit of that Scheme Member if the Insurer is satisfied that he is totally and permanently disabled (as defined under Part B).

If after twenty six weeks the Insurer is not satisfied that the Scheme Member is totally and permanently disabled then the Insurer may extend the deferred period in order to establish the validity of the claim.

The maximum amount payable in respect of this benefit is Rs. 1,00,00,000.

The amount payable would be reduced by the amount(s) already paid in respect of Permanent and Partial disability due to the same Accident.

The Insurer will pay the Total & Permanent Disability benefit only if all of the following are satisfied:

- all due premiums (including those which will fall due during the deferred period) have been paid
- the Total and Permanent disability benefit commenced prior to, and has not terminated prior to, the date of the accident
- the Total and Permanent disability benefit commenced prior to, and has not terminated prior to, the date of the total and permanent disability
- the Scheme Member becomes totally disabled within 180 days of the accident
- the Master Policyholder informs the Insurer within 60 days of the date of total disability of the Scheme Member
- the Master Policyholder produces satisfactory evidence that the Scheme Member has suffered and continues to suffer a Total and Permanent disability when the Insurer asks for it
- the Master Policyholder files the claim with the Insurer in the form prescribed by the Insurer and accompanied by all relevant documents as may be required by the Insurer, within 180 days from the date of total disability.

If the Scheme Member becomes,

(B) permanent and partially disabled (as under Part B) as a result of an Accident and remains partially disabled for a period of twenty six weeks (the deferred period) then the Insurer will pay an amount as specified in the Schedule to the Master Policyholder for the benefit of that Scheme Member if the Insurer is satisfied that he is partially and permanently disabled.

If after twenty six weeks the Insurer is not satisfied that the Scheme Member is partially and permanently disabled then the Insurer may extend the deferred period in order to establish the validity of the claim.

The Insurer will pay the Permanent and Partial Disability benefit only if all of the following are satisfied:

- all due premiums (including those which will fall due during the deferred period) have been paid
- the Permanent and Partial Disability benefit commenced prior to, and has not terminated prior to, the date of the accident
- the Permanent and Partial Disability benefit commenced prior to, and has not terminated prior to, the date of the partial disability
- the Scheme Member becomes partially disabled within 180 days of the accident
- the Master Policyholder informs the Insurer within 60 days of the date of partial disability of the Scheme Member
- the Master Policyholder produces satisfactory evidence that the Scheme Member has suffered and continues to suffer a Permanent and Partial Disability when the Insurer asks for it

- the Master Policyholder files the claim with the Insurer in the form prescribed by the Insurer and accompanied by all relevant documents as may be required by the Insurer, within 180 days from the date of partial disability.

A maximum of 100% of the amount specified in the Schedule is payable in any one policy year. A maximum of 100% of the amount specified in the Schedule is payable in respect of any one Accident.

The amount specified in the Schedule will be subject to a maximum of Rs 1,00,00,000.

A Scheme Member would be covered for each type of disability only once in his lifetime. Where the Scheme Member has claimed under one disability, subsequent recovery does not entitle him to further cover under the same disability.

## **2. Benefits on Death**

No benefit is payable on death under this Rider.

## **3. Benefits on Maturity**

No benefit is payable on maturity under this Rider.

## **4. Premium**

- A. Scheme Members can opt for the Rider during the Policy Year. However this shall be subject to the condition that such Scheme Member shall pay the Premium in advance proportionate to the duration of unexpired Rider Term.
- B. In cases where the Premium has been collected/ deducted by you but the Premium is not received by the insurer due to administrative delays within the Grace Period, the insurer will be responsible for any valid claims arising out of such Rider.

## **5. Contributions**

The Master Policyholder is required to pay premiums due in respect of the Scheme Members who are totally or partially disabled until a claim for total and partial permanent disability has been admitted.

## **5. Grace Period**

- A. Grace period allowed for renewal: If the Premium is not received at the Rider renewal date and the Rider expires, the company will consider requests from the Master Policyholder to reinstate the Rider. Such reinstatement shall be as per the BAUP. Reinstatements will be allowed only within 30 days of the Rider renewal date.
- B. Grace period allowed for payment of Premiums in installments: There will be a Grace Period of 30 days for yearly Frequency of Premium Payment and 15 days for half-yearly/quarterly/monthly Frequency of Premium Payment . The Grace Period is the period starting from and including the Premium due date. If a Premium is not paid within the Grace Period then all benefits will lapse.

A policy is considered to be in-force with risk cover without any interruption during the Grace Period.



## **Part D Policy Servicing**

### **1. Paid-Up Benefits of Rider document**

If the Premium under the Rider is discontinued during the Premium Paying Term, the Rider will lapse without any value. For the avoidance of doubt, no Paid-up Benefits will be payable under this Rider.

### **2. Renewal of the Rider document**

The Rider cannot be renewed independent of the Master Policy. The Rider can be renewed by paying the Rider Premium subject to the following conditions:

- the Premium due on the Master Policy is paid, and
- satisfactory evidence of health is provided as per the Board Approved Underwriting Policy (BAUP).

### **3. Revival of the Rider** In case of lapsed Rider, the same can be revived in accordance to the procedure laid under the Master Policy. However, this Rider document cannot be revived independent of the Master Policy No amount of the benefit under this rider shall be payable where the date of total or partial disablement is on or after the Lapsing Date.

### **4. Surrender of Rider**

No benefit would be payable on surrender.

### **5. Cancellation in the Free-Look Period:**

The Scheme Member shall have the option of cancelling the Rider stating the reasons thereof, within 15 days (in case of sale through distance marketing mode this period shall be 30 days) from date of inception of the Rider document. On receipt of the Free-look intimation, we shall refund the Premium, subject to deduction of the proportionate risk Premium for the period on cover, and the expenses incurred for medical examination (if any) and stamp duty, if any. For administrative purposes, all such Free-Look requests should be registered by Master Policyholder on behalf of the Scheme Member. There can be two scenarios in such Free-Look cancellation as mentioned below:

#### **a. Rider document cancelled with the Master Policy**

If the Rider document is cancelled with the Master Policy, the Company shall arrange to refund the total (Master Policy + Rider document) Premium paid, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred for medical examination (if any) and stamp duty, (if any). A Rider once cancelled shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Rider document.

The Rider will be cancelled automatically if the Master Policy to which it is attached is cancelled in the free-look period.

#### **b. Rider cancelled without the Master Policy**

If the Rider is cancelled independently of the Master Policy then the Rider Premium will be returned after adjusting proportionate rider risk Premium for the period of cover and the expenses incurred for medical examination (if any) and stamp duty (if any).

### **6. Cancellation of Rider:**

Master Policyholder may choose to cancel the Rider without the cancellation of the Master Policy by discontinuing Rider Premium payment. On cancellation, Rider shall terminate and Master Policy shall continue.

### **7. Termination of the rider benefit**

The total & partial permanent disability benefit on the life of a Scheme Member shall immediately terminate upon the happening of any of the following events and no benefits will be payable thereafter:

- (a) non-payment of the Premium due by the Master Policyholder, or
- (b) Completion of the term of the Rider
- (c) Termination of the Master Policy;
- (d) Complete withdrawal/surrender of the Master Policy;
- (e) On Master Policyholder's/ request for cancellation at anytime during the Rider Term;
- (f) Free-look cancellation;

Termination or cancellation of the Rider document shall be without prejudice to any claim arising prior to such termination or cancellation unless otherwise specified.

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**Part E**

1. There are no additional charges under the Rider

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## Part F

### 1. Exclusions

Permanent and Partial Disability benefit shall not be paid on disablement of the insured person occurring directly or indirectly as a result of (any of the following):

- Intentionally self-inflicted injury or attempted suicide, while sane or insane.
- Insured person being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- Failure to seek or follow medical advice.
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, terrorist act, revolution, insurrection, military or usurped power, not or civil commotion, strikes.
- Service (including peace time training) in any naval, military, police, air force or similar service.
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- Participation by the insured person in a criminal or unlawful act
- Any injury incurred before the effective date of the cover
- Any disability due to accident that occurred before the effective date of the cover or any kind of sickness, disease or congenital anomalies before the effective date of the cover
- Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race, underwater activities involving the use of breathing apparatus or not, martial arts, hunting, mountaineering, parachuting, bungee jumping
- Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contamination by nuclear fuel materials or accident arising from such nature

### 2. Eligibility

Upon admittance of a Total and Partial Permanent disability claim the Scheme Member ceases to be an Eligible Person, he will not be eligible to participate in the scheme at any future date and no benefits will be payable thereafter.

### 3. Claims

The Master Policy holder shall inform the Insurer within 60 days of the total or partial disability of a Scheme Member and shall file a claim with the Insurer on behalf of the Scheme Member in the form prescribed by the Insurer and accompanied by all relevant documents as may be required by the insurer, within 180 days from the date of the total or partial disability.

However, the Insurer will condone the delay caused in intimation of claim where such delay is proved to be for reasons beyond the control of the claimant.

The Insurer shall pay the claim amount in the name of the Scheme Member to the Master Policy holder who shall give a valid discharge/ receipt for the same on behalf of the said Scheme Member to the Insurer.

The Company shall settle the claim within 30 days from the date of receipt of last necessary document. In case of delay in the payment of a claim, the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% (or such rate as may be notified by the Authority, from time to time) above the bank rate.

The documents usually required for processing a claim are:

- (i) Claim form
- (ii) Original Main Policy Document and Rider Policy Document
- (iii) Medical reports or special reports by registered physician/doctor relevant to the Critical Illness and its treatment which may be further validated by a physician/doctor appointed by the Company.
- (iv) Any other document/ information that the Insurer may decide in the circumstances of a particular case.

### 4. Medical Evidence

The Insurer may request the Scheme Member to undertake a medical examination or test, which, in its opinion, is reasonable to determine the extent of disability. The Insurer will not accept a claim if the Scheme Member does not undertake any medical examination or test which the Insurer considers reasonable or necessary. The Insurer will not pay for any fees or expenses in connection with the production of medical evidence except for the fees and expenses for any medical examination or test which the Insurer has asked a medical practitioner to provide.

**5. Nomination**

Nomination for this Rider document shall be as per the Nomination Schedule under the Master Policy as per 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 I for your reference.

**6. Incorrect Information and Non-Disclosure**

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 II for your reference.

**Part G**  
**Grievance Redress Mechanism**

The terms & conditions under Part G of the Master Policy shall apply to this Rider.

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**Annexure I**  
**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 dated 23.03.2015. 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 themthe 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 (i.e 23.03.2015 ).
- (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. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.**

Sample



## Annexure II

### 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 dated 23.03.2015 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 policywhichever 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 policywhichever 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.

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